

# NUTRITION COACHING AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your engagement, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Nutrition Coaching Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[COACH LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietor / limited liability company] with its principal place of business at [COACH ADDRESS] ("**Coach**"); and

[CLIENT NAME], an individual residing at [CLIENT ADDRESS] ("**Client**").

Coach and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client wishes to engage Coach for general nutrition education, habit coaching, and accountability support, and Coach wishes to provide those services, on the terms below. The Parties acknowledge that Coach is providing educational and motivational coaching only and is not providing medical care, diagnosis, treatment, or therapy. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Engagement and Scope of Services

**1.1 Services.** Coach will provide nutrition coaching services described in **Exhibit A** or in the package selected by Client (the "**Services**"), which may include general guidance on eating habits, meal planning frameworks, grocery and label-reading education, goal setting, progress check-ins, and accountability support.

**1.2 Coaching, not clinical care.** The Services are general wellness and educational coaching. Coach does **not** diagnose, treat, or cure any disease or medical condition; does not prescribe, adjust, or discontinue any medication; and does not provide medical nutrition therapy unless Coach is a credentialed clinician expressly engaged to do so in writing.

**1.3 Format and sessions.** The Services will be delivered through [NUMBER] sessions of approximately [NUMBER] minutes each, by [IN PERSON / VIDEO / PHONE / MESSAGING], over a coaching term of [NUMBER WEEKS/MONTHS], together with any materials, plans, or messaging support described in Exhibit A.

**1.4 What is not included.** Unless expressly stated in Exhibit A, the Services do not include supplements, lab testing, food, hands-on training, or any service requiring a professional license Coach does not hold.

## 2. Client Responsibilities and Health Disclosure

**2.1 Accurate information.** Client will provide accurate and complete information about Client's health history, allergies, intolerances, medications, and goals, and will promptly update Coach of any material change.

**2.2 Medical clearance.** Client represents that Client has obtained, or will obtain, clearance from a licensed physician or other qualified healthcare provider before beginning any new nutrition or exercise program, and is not relying on Coach for that clearance.

**2.3 Participation.** Client understands that results depend substantially on Client's own effort, consistency, and adherence, and that Coach does not control those factors.

**2.4 Conditions requiring professional care.** Client will consult a qualified healthcare provider regarding any condition that requires medical supervision, including pregnancy, eating disorders, diabetes, cardiovascular conditions, or other diagnosed illness, and will inform Coach of any such condition.

### 3. No Medical Advice; No Guarantee of Results

**3.1 Educational purpose.** All information Coach provides is for general educational and informational purposes and is not a substitute for advice from a licensed physician, registered dietitian, or other qualified healthcare provider.

**3.2 No diagnosis or treatment.** Nothing in the Services constitutes medical diagnosis or treatment. Client will not disregard or delay seeking professional medical advice because of anything Coach communicates.

**3.3 No guarantee.** Coach makes no guarantee of any specific outcome, including weight change, body composition, performance, or health improvement. Individual results vary based on factors outside Coach's control.

**3.4 Allergies and sensitivities.** Client is solely responsible for avoiding foods to which Client is allergic or sensitive and for reading product labels.

### 4. Fees and Payment

**4.1 Fees.** Client will pay Coach **[AMOUNT]** for the Services, payable **[IN FULL ON SIGNING / IN [NUMBER] INSTALLMENTS / [AMOUNT] PER SESSION]** as described in Exhibit A. Fees are stated in **[CURRENCY]**.

**4.2 Payment method and timing.** Client will pay by **[PAYMENT METHODS]**. Installment payments are due on **[SCHEDULE]**.

**4.3 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid. Coach may suspend Services on **[NUMBER]** days' written notice if an undisputed amount remains unpaid.

**4.4 Refunds.** Except as required by applicable consumer-protection law, **[REFUND POLICY — e.g. fees are non-refundable once the coaching term begins, or a pro-rata refund applies for unused, unscheduled sessions]**.

### 5. Cancellation, Rescheduling, and No-Shows

**5.1 Rescheduling.** Either Party may reschedule a session with at least **[NUMBER]** hours' notice. Sessions cancelled with less notice may be **[FORFEITED / SUBJECT TO A [AMOUNT] FEE]**.

**5.2 No-shows.** A session for which Client fails to appear within **[NUMBER]** minutes of the start time and without notice is treated as completed and is not credited or refunded.

**5.3 Coach cancellation.** If Coach cancels a session, Coach will offer a reasonable substitute time at no additional charge.

**5.4 Termination.** Either Party may terminate this Agreement on **[NUMBER]** days' written notice. On termination, Client will pay for Services performed and sessions held through the termination date, and Coach will refund prepaid amounts for unused, unscheduled sessions except as stated in Section 4.4.

## 6. Confidentiality and Privacy

**6.1 Client information.** Coach will keep Client's personal and health information confidential and will use it only to provide the Services, except as required by law or with Client's consent.

**6.2 Coach materials.** Plans, worksheets, and materials Coach provides are for Client's personal use only and may not be copied, resold, or distributed without Coach's written consent.

**6.3 Testimonials.** Coach will not use Client's name, image, or results in marketing without Client's separate written consent.

**6.4 Records.** Coach may retain coaching records as needed to provide the Services and to comply with applicable law.

## 7. Assumption of Risk and Limitation of Liability

**7.1 Assumption of risk.** Client understands that changes to diet and lifestyle carry inherent risks and voluntarily assumes those risks. Client agrees to stop any practice that causes discomfort, pain, or adverse symptoms and to seek medical attention.

**7.2 Release.** To the fullest extent permitted by applicable law, Client releases Coach from claims arising out of Client's participation in the Services, except to the extent caused by Coach's gross negligence or willful misconduct.

**7.3 Exclusion of indirect damages.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility.

**7.4 Liability cap.** Except for the excluded matters in Section 7.5, Coach's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid by Client under this Agreement.

**7.5 Exclusions from limits.** The limitations above do not apply to liability that cannot be limited or excluded under applicable law, or to a Party's gross negligence or willful misconduct.

## 8. General Provisions

**8.1 Independent contractor.** Coach is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

**8.2 Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

**8.3 Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion within [NUMBER] days of written notice of the dispute. [OPTIONAL: mediation or arbitration clause — discuss with counsel.]

**8.4 Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

**8.5 Entire agreement; amendment.** This Agreement, together with Exhibit A, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

**8.6 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**COACH**

**CLIENT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Title: **[N/A]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.*