



TERMS AND CONDITIONS

Cushman Coaching and Consulting Services LLC | Effective Date: April 4, 2026

Please read these Terms and Conditions ("Terms") carefully before engaging with Cushman Coaching and Consulting Services ("Company," "we," "us," or "our") for any coaching or consulting services. These Terms constitute a legally binding agreement between you ("Client") and the Company.

By signing an engagement agreement, making a payment, or participating in any services provided by the Company, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1. Services

1.1 Scope of Services

The Company provides professional coaching and consulting services as described in the applicable service agreement, proposal, or program materials provided to you. The specific scope, duration, and deliverables will be outlined in your individual engagement agreement.

1.2 Nature of Services

Our coaching and consulting services are designed to support your personal and professional development. You acknowledge and agree that:

- Coaching and consulting are not substitutes for professional psychological, psychiatric, medical, legal, or financial advice
- The Company makes no guarantees regarding specific outcomes, results, or success
- You are solely responsible for the decisions and actions you take in connection with your engagement with the Company
- You are the expert of your own life and business, and the Company's role is to support and guide you, not to direct your decisions

2. Fees and Payment

2.1 Fees

All fees for services are as set forth in your engagement agreement or the Company's current published fee schedule. The Company reserves the right to adjust its fees upon reasonable notice for future engagements.

2.2 Payment Terms

Unless otherwise specified in your engagement agreement:

- Payment is due upon receipt of invoice or at the time of booking, as applicable

- Accepted payment methods include [credit card, bank transfer, etc.]
- All fees are stated in U.S. dollars (USD)
- Invoices not paid within [30] days of the due date may be subject to a late fee of [1.5%] per month on the outstanding balance

2.3 Non-Payment

The Company reserves the right to suspend or terminate services in the event of non-payment. You will remain responsible for all fees accrued prior to any suspension or termination.

3. Cancellation and Rescheduling

3.1 Client Cancellations

Cancellation and rescheduling policies are as follows:

- Cancellations or rescheduling requests made at least 48 hours prior to a scheduled session will incur no fee
- Cancellations or rescheduling requests made within 48 hours of a scheduled session may be charged the full session fee
- No-shows or cancellations with less than 24 hours notice will be charged the full session fee

3.2 Company Cancellations

In the event the Company must cancel or reschedule a session, we will provide as much advance notice as possible and will work with you to arrange a satisfactory alternative time at no additional charge.

3.3 Refund Policy

Deposits and retainers are non-refundable unless otherwise expressly stated in writing. If a program or package has been paid in full and you choose to discontinue prior to completion, refunds will be considered on a pro-rata basis at the Company's discretion. All refund requests must be submitted in writing to info@cushmanccsvcs.com.

4. Confidentiality

4.1 Company Obligations

The Company treats all information shared during the course of an engagement as strictly confidential and will not disclose such information to third parties without your prior written consent, except as required by law or to prevent imminent harm.

4.2 Client Obligations

In certain engagements, the Company may share proprietary materials, methodologies, strategies, or business information with you. You agree to keep all such information confidential and not to disclose, reproduce, or distribute it without the Company's prior written consent.

5. Intellectual Property

All materials, content, tools, frameworks, worksheets, templates, and resources provided by the Company during engagements are and shall remain the exclusive intellectual property of the Company, protected under applicable copyright, trademark, and other intellectual property laws.

You are granted a limited, non-exclusive, non-transferable license to use the materials solely for your personal or internal business purposes in connection with your engagement. You may not reproduce, sell, distribute, publicly display, or create derivative works from the materials without the Company's prior written permission.

6. Testimonials and Case Studies

With your prior written consent, the Company may use general, anonymized descriptions of your engagement and outcomes as testimonials or case studies for marketing purposes. We will **never** disclose your name or identifying details without your explicit permission.

7. Limitation of Liability

To the fullest extent permitted by applicable law:

- The Company's total liability to you for any claims arising out of or relating to these Terms or the services shall not exceed the total fees paid by you to the Company in the 3 months preceding the claim
- The Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, data, or business opportunities
- These limitations apply regardless of the form of action, whether in contract, tort, negligence, or otherwise

8. Disclaimer of Warranties

The services are provided on an "as is" and "as available" basis. The Company makes no representations or warranties of any kind, express or implied, regarding the services, including any warranty of merchantability, fitness for a particular purpose, or non-infringement. The Company does not guarantee any specific result, outcome, or improvement as a result of the services.

9. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its owners, officers, employees, contractors, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) your breach of these Terms; (b) your use of the services; or (c) your violation of any applicable law or the rights of any third party.

10. Independent Contractor Relationship

The Company operates as an independent contractor and not as an employee, partner, or agent of the Client. Nothing in these Terms shall be construed to create an employment relationship, joint venture, or partnership between the parties.

11. Force Majeure

Neither party shall be liable for any failure or delay in performance resulting from causes beyond their reasonable control, including acts of God, natural disasters, pandemics, government actions, internet outages, or other circumstances outside a party's reasonable control. In such cases, the affected party shall provide prompt written notice and the parties shall cooperate to reschedule affected sessions or deliverables.

12. Governing Law and Dispute Resolution

12.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the District of Columbia (DC), without regard to its conflict of law provisions.

12.2 Dispute Resolution

In the event of any dispute arising out of or relating to these Terms or the services, the parties agree to first attempt to resolve the matter through good-faith negotiation. If the dispute cannot be resolved informally within 30 days, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, conducted in Washington, DC.

12.3 Class Action Waiver

You agree that any dispute resolution proceedings shall be conducted only on an individual basis and not as a class, consolidated, or representative action.

13. Entire Agreement

These Terms, together with your signed engagement agreement and any additional agreements or addenda, constitute the entire agreement between you and the Company with respect to the services and supersede all prior agreements, understandings, and representations.

14. Amendments

The Company reserves the right to modify these Terms at any time. Any changes will be effective upon posting to our website or upon written notice to you. Your continued use of the services following such changes constitutes your acceptance of the revised Terms.

15. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

16. Waiver

The failure of either party to enforce any provision of these Terms shall not constitute a waiver of that party's right to enforce such provision in the future.

17. Contact Information

If you have questions about these Terms, please contact us at:

Cushman Coaching and Consulting Services LLC

1106 Euclid St NW

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info@cushmanccsvcs.com

www.cushmanccsvcs.com