

CLEARSOURCE

Coaching & Consulting, LLC

Terms & Conditions

1. Services and Scope of Work

All services performed by ClearSource Coaching and Consulting, LLC ("CSCC") are custom professional consulting and coaching services provided pursuant to the scope of work outlined in the Agreement and any attached exhibits or proposals.

Any changes, additions, revisions, or modifications to the scope of work requested by Customer may result in adjustments to estimated timelines, fees, and project deliverables. Additional services shall be billed at CSCC's current hourly or agreed service rates unless otherwise stated in writing.

Unless expressly stated otherwise, all timelines and estimated hours are provided as good-faith estimates only and are not fixed-price quotations.

2. Estimates and Billing

All estimates provided by CSCC are based upon the anticipated time, complexity, and scope of services discussed at the time of proposal preparation. Estimates are not guarantees of total project cost.

Services are billed based on actual time incurred, along with any approved expenses or third-party costs associated with the project.

Customer acknowledges that changes in project scope, delays in providing required information, additional meetings, revisions, or expanded deliverables may increase total project costs.

3. Payment Terms

Invoices are due upon receipt unless otherwise stated in writing. Any approved open-account arrangements shall require payment within thirty (30) calendar days of invoice date.

Any unpaid balance outstanding more than thirty one (31) days from the invoice date may accrue interest at the rate of two percent (2%) per month (24% annually) or the maximum amount permitted by law, whichever is lower.

Customer agrees to reimburse CSCC for any fees incurred in collecting overdue balances, including reasonable attorney's fees, collection costs, and court costs.

Returned payments are subject to a \$40 returned payment fee.

4. Retainer Fees

Any retainer paid by Customer shall be applied toward outstanding invoices for services rendered. Retainers are intended to reserve project availability and initiate work.

Unless otherwise stated in writing, retainers are non-refundable once work has commenced.

If the retainer balance is exhausted prior to completion of services, Customer agrees to pay subsequent invoices pursuant to these Terms & Conditions.

5. Client Responsibilities

Customer agrees to provide timely information, feedback, approvals, materials, access, and participation reasonably necessary for CSCC to perform services.

CSCC shall not be responsible for delays, additional costs, or incomplete deliverables resulting from Customer's failure to provide required information, decisions, or participation in a timely manner.

6. Confidentiality

Both parties agree to maintain the confidentiality of non-public, proprietary, or sensitive business information shared during the course of the engagement, except where disclosure is required by law.

Confidentiality obligations shall survive termination of this Agreement.

7. Intellectual Property and Ownership

Upon full payment of all outstanding invoices, Customer shall own the final deliverables specifically created for Customer under this Agreement.

CSCC retains ownership of all pre-existing intellectual property, methodologies, templates, frameworks, coaching materials, processes, systems, training tools, and proprietary materials used or developed in connection with the services.

Customer is granted a non-transferable internal-use license to utilize materials delivered as part of the engagement unless otherwise agreed in writing.

8. Disclaimer of Guarantees

CSCC provides professional coaching, consulting, facilitation, and advisory services. Customer acknowledges that business, leadership, organizational, and personal outcomes depend upon numerous factors outside CSCC's control.

CSCC does not guarantee specific business, financial, employment, organizational, or personal results.

Coaching services are not therapy, counseling, legal advice, financial advice, or psychological services.

9. Materials Provided by Customer

Customer represents and warrants that all materials, information, trademarks, graphics, documents, or other content provided to CSCC are owned by Customer or properly licensed for use.

Customer agrees to indemnify and hold harmless CSCC from any claims, damages, liabilities, costs, or expenses arising from Customer-provided materials.

10. Termination

Either party may terminate this Agreement upon 30-days written notice.

In the event of termination, Customer shall remain responsible for payment of all services rendered, time incurred, and approved expenses incurred through the effective termination date.

No unfinished or draft work product shall be required to be delivered until all outstanding balances are paid in full.

11. Limitation of Liability

To the fullest extent permitted by law, CSCC shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement or the services provided.

CSCC's total liability under this Agreement shall not exceed the total fees paid by Customer to CSCC for the specific services giving rise to the claim.

12. Independent Contractor Relationship

CSCC is an independent contractor and not an employee, partner, joint venturer, or agent of Customer.

13. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Venue for any dispute arising under this Agreement shall be located in Benton County, Washington.

The prevailing party in any action arising from this Agreement shall be entitled to recover reasonable attorney's fees and costs.

14. Revisions to Terms & Conditions

CSCC reserves the right to periodically update these Terms & Conditions to reflect current business practices, operational procedures, legal requirements, or service offerings.

Customer's continued engagement in services following publication of updated Terms & Conditions constitutes acknowledgment of such revisions.

In the event of any conflict between these Terms & Conditions and a signed service agreement or proposal, the signed agreement shall control.