



## CLIENT WELLNESS COACHING CONSULTANT SERVICE AGREEMENT

This Service Agreement is entered into and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Client”), having an address of \_\_\_\_\_ and Superior Movement Physical Therapy, LLC (“Company”), having an address of P.O. Box 141, Grand Marais, MN 55604.

In consideration of Client retaining Company to perform consultant services, it is agreed as follows:

### 1. SCOPE OF CONSULTANT SERVICES

Client hereby retains Company to provide consultant services as outlined below:

(a) Sixty minute (60 min) initial sessions (\$120) and additional sessions (\$120) for the purpose of exercise and wellness programs to empower clients with tools needed to take control of one’s body and life, improve physical wellbeing and prevention of a decline in health, and discussion of individual’s personal goals and values.

Sessions may include

- (i) Conversation and goal creation,
- (ii) Flexibility, stamina, balance, and energy building exercises
- (iii) Strength exercises with personal training,
- (iv) Gaining confidence with safe exercise and movement

Wellness education for physical health

- (v) Homework for off-days from services
- (vi) Developing a long term, individualized fitness program
- (vii) Organization of client’s schedule to maintain wellness, and
- (viii) Prevention consultation to avoid any decline in function or mobility

(b) Additional services, beyond those described above, will require additional fees to be discussed and agreed upon by the parties in writing.

### 2. CLIENT DUTIES

(a) Compensation: In consideration for the services provided by Company to Client as set forth in paragraph 1 above, Client agrees to pay Company a fee of \$120 per initial session and \$120 per additional 60 minute session. Additional session fees are prorated to \$90 per 45 minute session and \$60 per 30 minute session. The Company shall not perform the sessions until the payment is received in full or other payment arrangements are made in writing.



(b) Materials Not Provided by Company: membership to fitness center, equipment or supplies for personal use, outside of wellness session.

### **3. TERM**

This engagement shall commence on the effective date of this Agreement and shall continue until cancellation by either party in accordance with paragraph 4.

### **4. CANCELLATION**

Client may cancel this Agreement for any reason by providing a minimum of 24 hours before the next scheduled sessions providing written or verbal notice to Company. Client may be charged a reasonable cancellation fee of \$30 for a cancelled appointment which is reasonable to fill the consultant spot left available. Company may cancel this Agreement at any time for any reason by providing written or verbal notice to Client. In the event that Company cancels this Agreement, Company will provide a prorated refund of the program fee within 7 days, based on the amount of services that have already been provided. For example, if the Client has already prepaid for five sessions, but only attended three, then the Client shall be entitled to a refund of two sessions, or \$240. Client shall not be entitled to a prorated refund if the Client is late to an appointment.

### **5. NO GUARANTEES**

Company cannot guarantee the outcome of consultant services and Company's comments about the outcome are expressions of opinion only. Company makes no guarantees other than that the services described in Paragraph 1(a) shall be provided to Client in accordance with the terms of this agreement. Client acknowledges that Company cannot guarantee any results for health or mindfulness as such outcomes are based on subjective factors that cannot be controlled by Company.

### **6. CONFIDENTIALITY**

(a) Client Information: Any and all Client information and data of a confidential nature (hereinafter referred to as "Confidential Information"), including but not limited to any and all intake information and session discussions shall be treated by Company in the strictest confidence and not disclosed to third parties or used by Company for any purpose other than for providing Client with the services specified hereunder without Client's express written consent, or implied waiver. Confidential Information shall not include any information which (a) becomes available to the public through no breach of confidentiality by Company, (b) was in Company's possession prior to receipt from the disclosure, (c) is received by Company independently from a third party free to disclose such information, or (d) is independently developed by Company without use of the Client's Confidential Information. Upon request, Company hereto will promptly return or destroy all documents containing Confidential Information and delete all electronic records of or containing the same.



(b) **Public Disclosure:** Neither party may disclose the terms of this Agreement. Neither party shall make any formal or informal public statement, press release or other announcement regarding the existence or terms of this Agreement without the other party's prior written approval.

(c) **Non-Disparagement:** Client shall, during and after the participation in and use of the Company's services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Company, or any of Company's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

(d) **Online, Website, E-Mail and Text Messages.** The undersigned client and Company may use and respond to e-mail and text messages to arrange or modify appointments and to deliver services. Electronic communications are not completely secure and confidential. Any electronic transmissions of information by you are retained in the logs of your service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the service providers. You should know that any e-mails or any communications sent online and specifically the website are not secure and you assume the risks of the insecure transmission. As a client of Company, I understand that if I communicate with the Company via cell phone, email, online, or text message there are inherent risks to limits of confidentiality and I release Company from any liabilities should the communication be intercepted by third parties. I may choose to receive all communications and services in paper form and in-person as an alternative by communicating this to the Company.

## **7. WARRANTIES**

(a) **Company's Warranties:** Company represents, warrants and covenants that Company has full authority to enter into this Agreement and that all of the services, whether performed by Company or any of its subcontractors, will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable and qualified personnel.

(b) EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED THROUGHOUT THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **8. LIMITATION OF LIABILITY**

(a) IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY HEALTHCARE COSTS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND



(b) IN NO EVENT SHALL A PARTY’S LIABILITY EXCEED THE FEES PAID UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY; AND

(c) BY PARTICIPATING IN COMPANY’S CONSULTANT SERVICES, YOU ACKNOWLEDGE THAT ELIZABETH STECKELBERG IS NOT ACTING UNDER HER LICENSE AS A PHYSICAL THERAPIST. ELIZABETH STECKELBERG’S SERVICES DO NOT REPLACE THE CARE OF PHYSICAL THERAPISTS OR OTHER HEALTHCARE PROFESSIONALS. CONSULTANT IS IN NO WAY TO BE CONSTRUED OR SUBSTITUTED AS PHYSICAL THERAPY OR ANY OTHER TYPE OF THERAPY OR MEDICAL ADVICE. ELIZABETH STECKELBERG WILL AT ALL TIMES EXERCISE HER BEST PROFESSIONAL EFFORTS, SKILLS AND CARE. HOWEVER, THE COMPANY CANNOT GUARANTEE THE OUTCOME OF CONSULTANT EFFORTS AND/OR RECOMMENDATIONS ON THE COMPANY’S WEBSITE, BLOG, OR EMAIL SERIES AND ELIZABETH STECKELBERG’S COMMENTS ABOUT THE OUTCOME ARE EXPRESSIONS OF OPINION ONLY. ELIZABETH STECKELBERG CANNOT MAKE ANY GUARANTEES OTHER THAN TO DELIVER THE CONSULTANT SERVICES PURCHASED AS DESCRIBED.

## **9. EFFECT OF HEADINGS**

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

## **10. ENTIRE AGREEMENT; MODIFICATION; WAIVER**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. Appendix A, “Complimentary & Alternative Health Care Client Bill of Rights” is made part of this Agreement and is attached.

## **11. NEUTRAL CONSTRUCTION**

This Agreement was prepared by Company and Company’s legal counsel. It is expressly understood and agreed that this Agreement shall not be construed against Company merely because it was prepared by its counsel; rather, each provision of this Agreement shall be construed in a manner which is fair to both parties.



## **12. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **13. ASSIGNMENT**

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns; provided, however, that Client may not assign any of its rights under this Agreement, except to a wholly owned subsidiary entity of Client. The Client may not transfer the services purchased under the program to another person.

## **14. GOVERNING LAW; VENUE; ARBITRATION**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Minnesota as applied to contracts that are executed and performed entirely in Minnesota. The exclusive venue for any court proceeding based on or arising out of this Agreement shall be Hennepin County or Ramsey County, Minnesota. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by arbitration, which shall be conducted under the then current arbitration procedures of the American Arbitration Association any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in arbitration is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

## **15. RECOVERY OF LITIGATION EXPENSES**

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

## **16. SEVERABILITY**

If any term, provision, covenant or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

## **17. SIGNATURES**

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year first above written.



**Company:**  
Superior Movement Physical Therapy, LLC

**Signature:** \_\_\_\_\_  
**Name:** Elizabeth Steckelberg  
**Title:** Owner and CEO  
**Date:** \_\_\_\_\_

**Client:**

>> **Signature:** \_\_\_\_\_  
>> **Printed Name:** \_\_\_\_\_  
>> **Date:** \_\_\_\_\_



## Complementary & Alternative Health Care Client Bill of Rights

Practitioner Name: Elizabeth Steckelberg  
Business Name: Superior Movement Physical Therapy, LLC  
Business Address: P.O. Box 141, Grand Marais. MN 55604  
Telephone number: (218) 370-2292

As of July 1, 2001, Minnesota's Freedom of Access to Complementary Care Law (Statute Chapter 146A) requires that you receive and acknowledge that you have received by your signature on the back of this page, the following information prior to your treatment.

Elizabeth Steckelberg hereafter, "the Practitioner" has the received following education, training & credentials:

**THE STATE OF MINNESOTA HAS NOT ADOPTED ANY EDUCATIONAL AND TRAINING STANDARDS FOR UNLICENSED COMPLEMENTARY AND ALTERNATIVE HEALTH CARE PRACTITIONERS. THIS STATEMENT OF CREDENTIALS IS FOR INFORMATION PURPOSES ONLY.**

**Under Minnesota law, an unlicensed complementary and alternative health care practitioner may not provide a medical diagnosis or recommend discontinuance of medically prescribed treatments. If a client desires a diagnosis from a licensed physician, chiropractor, or acupuncture practitioner, or services from a physician, chiropractor, nurse, osteopath, physical therapist, dietitian, nutritionist, acupuncture practitioner, athletic trainer, or any other type of health care provider, the client may seek such services at any time.**

- **Supervision:** Elizabeth Steckelberg does not currently have a supervisor; therefore you can contact Elizabeth Steckelberg at the contact information provided above.
- **Complaints:** If you have a complaint or concern about the care or services you have received, you may complain to our office using the contact information above. You may also contact the Office of Unlicensed Complementary and Alternative Health Care Practice located in the Minnesota Department of Health:
  - **Mailing address:** P.O. Box 64882, St. Paul, MN 55164-0882
  - Phone:** 651-201-3728                      **Fax:** 651-201-3839
  - Website:** [www.health.state.mn.us](http://www.health.state.mn.us)
- **Fees, Payment, Insurance:** In consideration for the services provided by Company to Client, Client agrees to pay Company a fee of \$120 per initial session and \$120 per all other sessions. The Company shall not perform the sessions until the payment is received in full or other payment arrangements are made in writing. Client may pay via cash, check or online payment, if online payment is available. Client may cancel this Agreement for any reason by providing a minimum of 24 hours before the next scheduled sessions providing written or verbal notice to Company. Client



may be charged a reasonable cancellation fee of \$30 which is reasonable to fill the consulting spot left available. Company may cancel this Agreement at any time for any reason by providing written notice to Client. In the event that Company cancels this Agreement, Company will provide a prorated refund of the program fee within 7 days, based on the amount of services that have already been provided. For example, if the Client has already prepaid for five sessions, but only attended three, then the Client shall be entitled to a refund of two sessions, or \$240. Client shall not be entitled to a prorated refund if the Client is late to an appointment.

- **Change of Price:** Clients have the right to reasonable notice of changes to the prices, services, or policies. The Company shall provide reasonable notice of changes to the prices, services, or policies
- **Theory of Treatment:** Sixty minute initial (60 min - \$120) and 60 minute follow-up (\$120) sessions for the purpose of exercise and wellness programs to empower clients with tools needed to take control of one's body and life, improve physical wellbeing and prevention of a decline in health, and discussion of individual's personal goals and values,

Sessions may include

- (ix) Conversation and goal creation,
- (x) Flexibility, stamina, balance, and energy building exercises
- (xi) Strength exercises with personal training,
- (xii) Gaining confidence with safe exercise and movement
- (xiii) Wellness education for physical health
- (xiv) Homework for off-days from services
- (xv) Developing a long term, individualized fitness program
- (xvi) Organization of client's schedule to maintain wellness, and
- (xvii) Prevention consultation to avoid any decline in function or mobility

Additional services, beyond those described above, will require additional fees to be discussed and agreed upon by the parties in writing.

- **Right to Current Information:** Clients have the right to complete and current information concerning the practitioner's assessment and recommended service that is to be provided, including the expected duration of the service to be provided. Clients are able to view their file, at the Client's request in writing. The assumed minimum duration of any service is thirty (30) days which will repeat until the Practitioner feels that any service is no longer effective or necessary.
- **Right to Confidentiality:** Client records are confidential and will not be released, unless authorized by the client in writing or as otherwise provided for by law.
- **Right to Self Access:** Clients have the right to access to their own records maintained by the Practitioner's office, in accordance with Minnesota Statute Sections 144.291 to 144.298;
- **Personal Interaction:** Clients have the right to expect courteous treatment, free from verbal, physical, or sexual abuse.
- **Other Treatment Available:** Other services are available to the Client in this same community. These can be located by asking the Practitioner, the provider who referred you to this practitioner or





online at the Minnesota Department of Health's website: [www.health.state.mn.us](http://www.health.state.mn.us).

- **Right of Agency:** The Client has the right to choose freely among available practitioners and to change practitioners after services have begun, within the limits of health insurance, medical assistance, or other health programs.
- **Records Transfer:** The Client has the right to coordinated transfer of records when there will be a change in the provider of services.
- **Right of Refusal:** The Client may refuse services or treatment, unless otherwise provided by law.
- **Right of Nonretribution:** The Client has the right to assert the any and all of above-mentioned rights without retaliation from the Practitioner.

>>> I \_\_\_\_\_ acknowledge by my signature that I have received and understand the Complementary and Alternative Health Care Client Bill of Rights.

>>> Signature \_\_\_\_\_ Date \_\_\_\_\_



## On-Site Release and Consent Form

Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Participation in any services through Superior Movement Physical Therapy, LLC (“Company”) includes services provided outside of a formal, closed-office setting. I understand that in a new setting, not all the variables in providing services are known. If at any point I feel overwhelmed or uncomfortable, I will respect my limitations and I will notify the Company as appropriate.

I understand and acknowledge that in any event there exist certain inherent risks in participating. I voluntarily participate in the services provided by the Company and agree to assume full responsibility for all risks, injuries, or damages known or unknown, which might incur as a result of participating in the services. I understand there may be a limitation in the quality of care due to the setting not being in a formal closed-office setting. In addition, confidentiality may be compromised, and I waive confidentiality for any reasonable lapses, such as a family member or friend being present in the setting or other individuals receiving the same service.

By signing below, I release Company its owners and instructors, event facilities, event partners, as well as other participants from liability, and hold them harmless for any injury to my person, and damage to my property while on receiving services with Company, whether caused in or out of the services provided, by negligence or otherwise.

I understand that Company may provide an area for personal belongings to be held during services provided, however, I agree that Company is in no way responsible for the loss or damage of my belongings while I receive services.

I acknowledge and accept that all fees, once paid, are not refundable unless other payment policies are offered in writing in conjunction with this Agreement.

**IF UNDER 18 YEARS OF AGE:** As legal guardian of the participant, we consent to the above conditions.

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

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