

The Ultimate Guide to Your Best Client Agreement



Does your client agreement explain these items? Go through this list to get an accurate picture of how well your client agreement is doing its job.

1. Who is the agreement between and what are their addresses and other contact information?

- Ask yourself: Is your client a business or an individual?
- Knowing physical address information helps if a legal dispute arises (especially over non-payment).

2. When does the agreement start and end?

3. What is your client getting, when and how will it be delivered, and how much will it cost?

- Is there a payment plan, and do you have authority for recurring charges?

4. What is the purpose of the agreement?

- For example, does it make you partners, are you giving a certain amount of your time, are you providing done-for-you services, etc.

5. What does the agreement exclude?

- For example, does it ensure no right for your clients to re-sell or re-package your training materials, exclude done-for-you services, exclude after-hours access, etc.

6. What must your client do so that you can fulfill the terms of the agreement?

- For example, if you are offering one-on-one coaching, they must use a scheduling calendar, provide a certain amount of notice of cancellation or rescheduling, and show up for the calls

7. What happens if your client does not hold up her end of the bargain? What happens if something happens to you?

- For example, the coaching package expires after a certain period of time

- For you, will you provide refunds or an alternate service provider? Who will notify your clients that you are unavailable to deliver?

- 8. Is your agreement clear about whether you are promising a specific outcome (meaning, you are providing a warranty or guarantee) or are you promising to provide certain items (such as a certain number of calls and homework assignments)?**

- The state law where your client lives will apply concerning warranties and guarantees.

- 9. How and where will disputes be resolved, and what law will apply?**

- Arbitration can be expensive, especially if your clients are individuals (and not businesses). You'll want to make sure that your venue provision (where a lawsuit or dispute is resolved) is rock solid to avoid being sued in your client's home state if it is different than yours.

- 10. Are you offering refunds?**

- If your clients are individuals, the law of the state where they will may limit your right to a no refunds policy.

- 11. Do you and/or your client have a right to terminate the agreement, and if so, on what grounds and with how much notice?**

- 12. Have you limited the amount of damages that can be won under the agreement?**

- 13. Have you disclaimed liability under the agreement?**

- 14. If applicable, does your agreement provide a publicity release for you to use your client's name and information in testimonials, etc.?**

- 15. If there is an in-person component, have you addressed the cost of transportation and lodging and the risk of interruption, injuries, damaged or missing property, and changes in the speaker lineup?**

How does your agreement rate?