

Gina Denny Book Coaching – Terms and Conditions

These Terms and Conditions (hereinafter “Terms”) govern the relationship between Gina Denny (hereinafter “Coach”) and any person (hereinafter “Client”) who engages the Coach for book coaching and consulting services.

1. Coaching Timeframe

- a. The term “Coaching Period” refers to a rolling 28- to 31-day period in which coaching services have been engaged and paid for, beginning on the date that payment is received or a date agreed upon by the parties, whichever is later, and continuing until the same date in the following calendar month.
 - i. If the parties agree to begin a coaching period on January 15 and payment has already been rendered by this time, the “coaching period” will refer to January 15 – February 15;
 - ii. If payment is not rendered until January 21, the “coaching period” will refer to January 21 – February 21.
- b. The Coach and Client will agree upon a coaching timeframe, taking into account the scope and size of the project in question.
- c. In the event of a disagreement between the parties, the Coach shall have final say over timeframes.
- d. All timeframes are estimates based on previous experience and the Coach’s calendar at the time of the agreement. All reasonable efforts will be made to meet these timeframes, but they are not guaranteed.
- e. Any deviation from the original timeframe will be communicated in writing by the Coach.
- f. Compensation will not be adjusted for deviations from the timeframes set forth by the Coach, except as specifically described herein.
- g. If the Client requests a significantly expedited timeframe, the Coach may make such allowances in exchange for additional compensation (i.e. – a “rush” fee).

2. Compensation

- a. All prices for coaching services are available on the Coach’s website (www.gdenny.com/coaching) and are subject to change without notice.
 - i. The Coach will endeavor to provide thirty days’ notice to all coaching clients with the exception of any relevant discounts offered on editing services outside the scope of the coaching agreement.
- b. All projects are calculated based on a per-word price. Wordcounts are exact (i.e. – there is no “rounding”) and taken from the Coach’s word processing software: the most current, updated version of Microsoft Word.
- c. Two months of coaching service must be prepaid prior to the start of any services.
- d. All coaching services require a three-month minimum commitment.
- e. Services provided by the Coach will continue for one coaching period after the final payment is made, regardless of when materials are submitted by the Client.

3. Service

- a. The Coach agrees to perform the agreed-upon coaching and feedback services each coaching period with considerations made for the following:
 - i. The Coach will make documentable, good-faith efforts to schedule calls, emails, and feedback each coaching period and any failures on the Client's part to complete these services as scheduled will constitute a waiver of those services with no consideration or refunds.
 - ii. If the Coach cannot make documentable, good-faith efforts due to unforeseen circumstances (i.e. personal and/or widespread emergencies, significant illness, etc.), the time in which the Coach was unreachable or unable to perform their duties as outlined in these Terms and Conditions will be credited to the Client's account, thus extending the timeframes of the agreement and coaching services.
- b. The Client agrees to submit all beta-reading materials to the Coach within five calendar days of the start of each coaching period. Any deviations from this may result in a reduction in beta reading benefits for that coaching period.
- c. The Client agrees to make a good-faith effort to meet scheduling requests and respond to the Coach as needed. Lack of response from the Client that results in significant delays to scheduling and/or feedback will not result in any refunds or extensions of the coaching agreement.
 - i. If the Client cannot make documentable, good-faith efforts due to unforeseen circumstances (i.e. personal and/or widespread emergencies, significant illness, etc.), the time in which the Client was unreachable or unable to perform their duties as outlined in these Terms and Conditions will be credited to the Client's account, thus extending the timeframes of the agreement and coaching services only at the Coach's discretion.
- d. The Coach retains the right to terminate the agreement at any time and for any reason.
 - i. If less than one-half of the work for the coaching period has been completed at the time of termination, a pro-rated amount of the initial payment may be refunded at the Coach's discretion.
- e. The Client may terminate the agreement at any time and for any reason.
 - i. If the Client terminates the agreement, no refunds will be issued.

4. Ownership

- a. The Client retains all rights to the work being edited or read inasmuch as they have legal control over the work in the first place.
- b. The Client retains all responsibilities with regards to the publishing and marketing of the work and all potential consequences thereof.

5. Disclaimer of Warranties and Limitation of Liability

- a. The Coach makes no guarantees or assurances that editing services will result in any specific or desired sales, reviews, profits, exposure, brand recognition, or the like.

- b. The Coach will make all reasonable efforts to advise the Client on any potential infringements of intellectual property but makes no guarantees regarding the legality of any works presented to the Coach.
 - c. Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profits.
6. Arbitration and Representations
- a. In the event of a disagreement, the parties agree to be bound by Arizona law.
 - b. The parties agree to binding arbitration.
 - c. The parties affirm that they are entering into this agreement willingly and are entitled by law to do so.
 - d. In the event that any portion of this agreement is deemed to be invalid or unenforceable, either in whole or in part, that portion shall be severed from the remainder of the agreement and all other provisions contained herein shall continue in full force and effect.
7. Implementation
- a. Once payment is rendered and work commences on the project, this agreement is considered to be in full effect.
 - b. Any changes to this agreement will be rendered in writing between the parties and agreed upon as such by both parties before taking effect.

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