THE REAL ESTATE INVESTING CLUB
1:1 COACHING PROGRAM

1:1 COACHING AGREEMENT

This Coaching Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

Coach: Gabriel "Gabe" Petersen, doing business as The Real Estate Investing Club and/or Kaizen Properties USA ("Coach"), and

Client: _____ ("Client").

Coach and Client may be referred to individually as a "Party" and collectively as the "Parties."

1. PROGRAM DESCRIPTION & SCOPE OF SERVICES

1.1 Program. Client is enrolling in the 1:1 Coaching with Gabe Petersen program ("Program"). The Program is designed to help Client find, finance, reposition, and manage commercial real estate deals using practical, real-world strategies.

1.2 Services. During Client's participation in the Program, Coach will provide:
- Four (4) one-on-one coaching sessions per month, approximately 60 minutes each (one per week), conducted via Zoom or a similar online meeting platform; and
- Access to tools and resources created or curated by Coach, which may include checklists, templates, deal analysis tools, training recordings, and other educational materials (collectively, "Materials").

1.3 Customization. Coaching will be tailored to Client's goals and experience level, which may include:
- Clarifying Client's current situation and goals;
- Developing a customized game plan to reach commercial real estate goals;
- Step-by-step guidance on sourcing, analyzing, financing, and repositioning deals; and
- Ongoing accountability and support toward closing Client's first (or next) commercial real estate deal.

1.4 Exclusions. The Program does not include:
- Legal, tax, or accounting services;
- Securities or registered investment advisory services;
- Real estate brokerage services;
- Any guarantee that Coach will partner on deals, fund deals, or invest with Client; or

- Done-for-you services (e.g., running Client's marketing, managing properties, or negotiating deals on Client's behalf).

2. TERM, SCHEDULING & SESSION POLICIES

2.1 Term. The Program begins on _____ and continues on a month-to-month basis until terminated in accordance with Section 4.

2.2 Scheduling. Sessions will generally occur once per week at a mutually agreed-upon time. Client is responsible for booking or confirming sessions using Coach's scheduling system (e.g., Calendly) or as otherwise directed.

2.3 Rescheduling & No-Shows.
- Client must provide at least 24 hours' notice to reschedule a session.
- Sessions missed, cancelled, or rescheduled with less than 24 hours' notice may be forfeited at Coach's sole discretion.
- Repeated no-shows or last-minute cancellations may be grounds for termination under Section 4.3.

2.4 Use-It-or-Lose-It. Sessions are intended to be used within the month in which they are allocated. Unused sessions do not automatically roll over to future months unless otherwise agreed in writing by Coach.

3. FEES & PAYMENT

3.1 Program Fees. Client agrees to pay Coach the following fees:
- Initial Month Fee: $1,475 ("Initial Fee"); and
- Ongoing Monthly Fee: $1,475 per month thereafter ("Monthly Fee"),
or such other fees as are set forth on the relevant checkout page, invoice, or written offer accepted by Client (collectively, the "Program Fee").

3.2 Payment Terms.
- The Initial Fee is due and payable in full prior to the start of the Program.
- The Monthly Fee will be billed in advance every month thereafter on a recurring basis (e.g., monthly) using the payment method provided by Client.
- Client authorizes Coach or Coach's payment processor to automatically charge the Monthly Fee until this Agreement is terminated.

3.3 Late or Failed Payments. If any payment is declined or late:
- Coach may suspend access to sessions and Materials until payment is brought current; and
- If payment is not resolved within 7 days, Coach may terminate this Agreement under Section 4.3.

4. CANCELLATION, TERMINATION & REFUNDS

4.1 Client Cancellation. Client may cancel participation in the Program at any time by providing written notice (email is sufficient) to Coach. Upon cancellation:
- Client will not be billed for any future Monthly Fees after Coach has had a reasonable time

to process the cancellation (typically before the next scheduled billing date); and
- All fees already paid are non-refundable.

4.2 No Refunds. Client understands and agrees that, because the Program involves Coach's time, expertise, and delivery of digital/educational content, all payments are final and non-refundable, except where prohibited by law.

4.3 Coach Termination. Coach may terminate this Agreement and Client's participation in the Program immediately upon written notice if:
- Client repeatedly fails to attend scheduled sessions;
- Client fails to complete agreed-upon action items or goals for two (2) consecutive weeks without reasonable explanation;
- Client engages in abusive, inappropriate, or unethical behavior; or
- Client violates any material term of this Agreement.
In such cases, Coach may, at Coach's sole discretion, offer a pro-rated credit or refund for unused time, but is under no obligation to do so.

4.4 Effect of Termination. Upon termination for any reason:
- Client's right to access future sessions and Program Materials will cease;
- Client must cease sharing or distributing any Materials to third parties; and
- Sections that by their nature should survive (including but not limited to Sections 5–11) shall survive termination.

5. CLIENT RESPONSIBILITIES

5.1 Participation. Client agrees to:
- Show up on time for scheduled sessions;
- Complete agreed-upon action items between sessions;
- Be honest about their situation, finances, and goals; and
- Actively participate in the coaching process.

5.2 Decision-Making. Client is solely responsible for:
- All decisions related to real estate investments, financing, and business operations;
- Evaluating risks and consequences of those decisions; and
- Obtaining independent legal, tax, financial, or other professional advice as needed.

5.3 Compliance. Client agrees to comply with all applicable laws, rules, and regulations relating to real estate, financing, securities, and business operations.

6. NO PROFESSIONAL ADVICE; NO GUARANTEES

6.1 No Professional Advice. Client understands that Coach is not acting as:
- A licensed attorney or legal advisor;
- A certified public accountant or tax advisor;
- A securities broker, investment adviser, or financial planner; or
- A real estate broker (unless separately and expressly agreed in writing under a different agreement).

Any information provided is for educational and informational purposes only and does not constitute legal, tax, investment, or financial advice.

6.2 No Guarantee of Results. Client acknowledges and agrees that:
- Coach does not guarantee that Client will close any particular deal, achieve any specific level of income, or obtain any specific financial results;
- Any examples of past or potential results shared by Coach or others are for illustration only and do not represent a promise or guarantee; and
- Client's results will depend on many factors, including effort, market conditions, access to capital, and execution.

7. TOOLS, MATERIALS & INTELLECTUAL PROPERTY

7.1 Ownership. All Materials, systems, processes, frameworks, and content provided or made available by Coach in connection with the Program are and shall remain the sole property of Coach and/or Coach's licensors ("Coach IP").

7.2 License. Coach grants Client a limited, non-exclusive, non-transferable, revocable license to use the Materials solely for Client's personal business and educational purposes during and after the Program. Client may not:
- Copy, sell, license, distribute, or publicly share the Materials;
- Use the Materials to create a competing program or service; or
- Remove any copyright or proprietary notices.

7.3 Revocation. Coach may revoke Client's license to use the Materials if Client breaches this Agreement or misuses the Materials, including but not limited to unauthorized sharing or resale.

8. CONFIDENTIALITY

8.1 Coach's Confidentiality Obligations. Coach agrees to keep Client's non-public business or personal information shared during sessions reasonably confidential, and not to disclose such information to third parties except:
- With Client's consent;
- As required by law; or
- To Coach's professional advisors (who are bound by confidentiality).

8.2 Client's Confidentiality Obligations. Client agrees to keep confidential any proprietary information or non-public business information of Coach, including Coach's IP, strategies, processes, and other clients' information shared during group or community interactions (if applicable).

8.3 Non-Confidential Information. Information is not considered confidential if it:
- Is or becomes publicly available through no fault of the receiving Party;
- Was already known to the receiving Party without obligation of confidentiality; or
- Is independently developed without use of confidential information.

9. RECORDINGS & TESTIMONIALS

9.1 Session Recordings. Coach may record coaching sessions (audio and/or video) for:
- Providing replays to Client; and/or
- Internal quality, training, and program improvement.
By participating, Client consents to such recordings. Client may request that specific recordings not be used beyond providing replays to Client, and Coach will reasonably consider such requests.

9.2 Testimonials & Wins (Optional). Client may choose, but is not required, to provide testimonials or allow Coach to reference Client's results (e.g., deals closed, income milestones). If Client consents (in email or writing):
- Coach may use Client's testimonial, name, likeness, and/or business name in marketing materials; and
- Client represents that any testimonial they provide is truthful and based on actual experience.

10. LIMITATION OF LIABILITY

10.1 No Consequential Damages. To the fullest extent permitted by law, Coach shall not be liable to Client for any indirect, incidental, special, consequential, or punitive damages, including lost profits, lost opportunities, or business interruption.

10.2 Liability Cap. To the fullest extent permitted by law, Coach's total aggregate liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total Program Fees actually paid by Client to Coach in the three (3) months preceding the event giving rise to the claim.

10.3 Assumption of Risk. Client understands there are inherent risks in real estate investing and voluntarily assumes all risks associated with such activities.

11. MISCELLANEOUS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [Your State], without regard to its conflict-of-law principles.

11.2 Dispute Resolution. In the event of a dispute, the Parties agree to first attempt in good faith to resolve the matter informally. If the dispute cannot be resolved informally, it shall be submitted to binding arbitration in [County, State] before a single arbitrator, in accordance with the rules of [Arbitration Provider, e.g., AAA or JAMS], and judgment on the award may be entered in any court of competent jurisdiction.

11.3 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the Program and supersedes all prior or contemporaneous agreements, discussions, or representations, whether oral or written.

11.4 Amendments. This Agreement may only be amended in a writing signed by both Parties (email confirmation is sufficient).

11.5 Assignment. Client may not assign, transfer, or sublicense this Agreement or any rights hereunder without Coach's prior written consent. Coach may assign this Agreement to an affiliate or successor entity.

11.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.7 Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce it in the future.

11.8 Electronic Signatures. The Parties agree that electronic signatures (including click-to-accept, typed names, or e-sign platforms) shall have the same force and effect as original handwritten signatures.

IN WITNESS WHEREOF, the Parties have executed this Coaching Agreement as of the Effective Date.

COACH

Name: Gabriel "Gabe" Petersen

Title: Founder, The Real Estate Investing Club / Kaizen Properties USA

Signature: _____

Date: _____

CLIENT

Name: _____

Signature: _____

Date: _____