

# NUTRITIONIST AGREEMENT



DRAFTED  
LEGAL

# Nutritionist Agreement Overview

**WHAT IT IS:** This is an agreement between you and your Personal Training client that outlines the terms of your relationship.

**WHAT IT DOES:** This agreement sets expectations and outlines terms for you and your client. By signing this agreement, you and your client are literally “on the same page” when it comes to working together. Among other things, this agreement:

- Contains details including nutritional program requirements, duration, frequency and length of sessions, payment terms, your responsibilities, and the client’s responsibilities
- Limits your liabilities (that is, it protects you and your business legally and financially)
- Provides protocols for changing the scope of work, termination of the agreement, and more
- Provides you recourse (e.g., in the event you need to collect payments)
- Ensures that any legal action brought against you will be handled in the state in which you reside so that you’re not required to fly across the country if a client on the other coast sues you and you have to appear in court

**WHY YOU NEED IT:** To help prevent misunderstandings and disagreements with your clients. When you’re both crystal clear about what to expect, there’s less chance of confusion, and if there is a disagreement, you can refer back to the agreement to determine what to do about it. Without a signed agreement like this in place, you may not be able to collect attorney’s fees or even enforce basic provisions of the deal.

**WHEN TO USE IT:** Every time you sign on a new client.

# Clause-By-Clause Explanations and Instructions

**Editing Instructions:** The first time you go through the template, customize it to your business according to the instructions below. Sections that should be filled in, altered to suit your needs, or deleted if they're not applicable to you are in **red**. Leave the signature section at the bottom and the **[Client Name]** in the recitals (the part between the title and the sections) blank for now. Then save the document – this will be *your* template going forward. Each time you bring on a new client, use your template and update the recitals with the client's name where it says **[Client Name]**.

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## THE TITLE

On the top of the page, insert your business name in **[Company, LLC or Individual]**. The remainder of the Agreement uses the word “Company” so that you only need to change your business name here and at the signature line.

## THE RECITALS

In the part between the title and the numbered sections, insert your business name in **[Company, LLC or Individual]**. The remainder of the Agreement uses the word “Company” so that you only need to change your business name here and at the signature line. When you bring on a new client, insert the client's name where it says **[Client Name]**. Client Name can be an individual, business name, or LLC. The remainder of the Agreement uses the word “Client” throughout.

## 1. Services

**Purpose:** The scope of project clause defines the scope of work needed to complete a project or set of services. The details of your scope of project will be outlined in Schedule A, Services and Fees, at the bottom of the Agreement.

**Instructions:** Organize the services and fees in Schedule A, Services and Fees.

## 2. Fees

**Purpose:** The fees clause expressly states your monetary rate in exchange for Programs or a product and how often that fee is due.

**Instructions:** Are you charging by the hour, week, or by project? Explain how and how much you will charge your clients for your Programs. Make sure to specify if you are operating hourly, monthly, or project-by-project. This language is for per session or hour. If you charge per month, use the language at the end of the agreement.

## 3. Statement of Health

**Purpose:** The purpose of this clause to make sure all of your Participants are fit to engage in physical activity and training. It shifts that responsibility to Participant by making this very clear that they need to be ready for training and that they are promising they are.

**Instructions:** None.

## 4. Express Assumption of Risk

**Purpose:** This clause, along with the limitation of liability, states that the Participant acknowledges all of the risks associated with physical activity. It reads aggressively but it's important that your participants acknowledge the risks and then also release you from them.

**Instructions:** None.

## 5. Waiver and Release

**Purpose:** The limit of liability clause ensures that your Client will not bring any claims against your company related to your company's participation in contracted Services. This clause is extremely friendly to the protection of your company and serves as a release from liability against your Client.

**Instructions:** None.

## 6. Nutritional Advice

**Purpose:** If you provide nutritional information, this clause explains that our nutritional information is general guidance and that Participant should seek advice from a physician. Again, just making sure they are taking responsibility for their own decisions and their own bodies.

**Instructions:** None.

## 7. Indemnification

**Purpose:** An indemnification clause assures that the Contractor will defend your Company against all claims brought against you related to the services performed for your client. To indemnify means to “defend” or “hold harmless,” so here, the Contractor agrees to cover your Company losses if they do something that causes you harm or causes a third party to sue you. Think of this clause as your safety net against claims brought against your Company as a result of the Contractor’s actions.

**Instructions:** None.

## 8. Confidentiality

**Purpose:** Under this confidentiality provision, your company cannot disclose your client’s confidential information. Confidential information is not limited to banking information or launch dates but to any and all information that is not readily available to the public. This clause places the duty to identify confidential information as such on the Client.

**Instructions:** None.

## 9. Photo and Release

**Purpose:** This clause grants your portfolio rights. Portfolio rights are simply the permission to display the work in your portfolio after it’s done. As a creative professional, this clause is super important because it allows your company to showcase your work completed for previous clients in order to self-advertise and attract future business.

**Instructions:** None.

## 10. Failure to Perform

**Purpose:** This is the recently famous clause, thanks to COVID. Your force majeure. What it does is allocate risk of loss in the event you cannot perform for reasons outside of your control (here we make it protective to you). As a business owner, you can potentially run into situations where you are not able to fulfill your end of the deal with your Client. As listed in the contract, sometimes illness or acts of God (earthquake, flooding, pandemic, etc.) make your obligations impossible to be completed. Under this provision, your Company must seek out a viable replacement, i.e. another personal training gym freelancer, to satisfy your duties you contracted to complete.

**Instructions:** None.

## 11. Entire Agreement

**Purpose:** The purpose of this clause is to ensure that all of the terms and conditions of your agreement with your client is set out in a single contractual document. An entire agreement clause promotes certainty of obligations and prevents either party from relying on conversations or preconceived notions outside this contract.

**Instructions:** None.

## 12. Severability

**Purpose:** The severability clause allows the main part of the contract to remain in effect even if certain clauses are illegal or unenforceable. On the off chance that a clause is unenforceable, this provision guarantees that one bad clause does not break or “sever” the deal completely. This is one of those “boilerplate” clauses that is really important.

**Instructions:** None.

## 13. Prevailing Party

**Purpose:** This clause explains if your company or the client is responsible for attorneys’ fees. If there is a dispute that requires retaining attorneys, whomever prevails from the dispute will be reimbursed for their attorneys’ fees. This clause is incredibly important should you need to retain an attorney as it makes it more cost effective because now your Client may have to reimburse you for legal fees.

**Instructions:** None.

## 14. Notice

**Purpose:** To clarify how to deliver notice in the event such is need. For example to enforce payment provisions or other provisions of this agreement.

**Instructions:** You can add exact addresses (whether physical or email) for extra clarity; otherwise, there are no additional needs here.

## 15. Waiver

**Purpose:** In the case that your company or your client desires to waive or modify a section within this contract, you may do so, but it must be in writing and signed by both parties. It is imperative that these waivers and modifications are written and signed by both parties to protect your company if the waiver or modification was ever challenged by your client. This is another boilerplate clause that is very important to include in a Client Agreement.

**Instructions:** None. Whenever you run into this situation, make sure to obtain all requests for waivers or modification from clients in writing.

## 16. Prevailing Party

**Purpose:** This clause clarifies what laws will govern this contract. Contract laws vary state-to-state, so the contract must clarify what state laws govern this particular agreement.

**Instructions:** Replace [CHOOSE STATE] with your state and county of your company's primary location.

## 17. Governing Law

**Purpose:** To allow you and your client to sign this agreement with the same power and authority as signing in person.

**Instructions:** None.

## 18. Dispute Resolution

**Purpose:** This sets out a detailed protocol if there is a dispute. This scheme is designed to start with mediation (a voluntary negotiation process) and then end in arbitration (where an arbiter is used to make the final determination instead of a jury using the normal court system). This can save you lots of money on legal fees.

**Instructions:** Replace [County, State] with your state and county of your company's primary location. This is where your mediation or arbitration will take place.

## 21. Electronic Signature and Counterparts

**Purpose:** To allow you and your client to sign this agreement with the same power and authority as signing in person.

**Instructions:** None.

## SIGNATURE BLOCK

**Purpose:** To clarify who is obligating themselves to these terms and also to actually take the final step in reaching agreement. All of your hard work does little good when you go to collect on an unpaid invoice if you do not have a signed copy of this agreement, so be sure to get it signed and keep a copy.

**Instructions:** Lastly, insert your business name, name of owner/president, and name of client in the signature block. It is important to always sign your name as a representative of the LLC and not just individually. This maintains the liability protection you are getting with your LLC. For example, sign: “Wesley Henderson, Member” (or otherwise designate you are signing on behalf of the LLC and not as an individual. Finally, have the contractor sign and date.

## Schedule A: Services

**Purpose:** This is where you detail the exact expectations of your agreement. The rest of the agreement can be treated as the same terms over and over. Here is where you will do the most customization for each specific agreement.

**Instructions:** Be as detailed as possible in typing in all of the duties and expectations of the contractor. If you have a proposal you send to clients, you can insert it here or even just attach it to the end of the agreement. The idea is that the template will be used as a master services agreement and you can tailor the details for each client here.

# Alternate Language

See Alternate Policy - For Hourly Rates

## 1. Fees

Client agrees to pay Company [\$\_\_\_\_\_] up front (“Initial Fee”). Thereafter, Client agrees to pay Company [\$\_\_\_\_\_] per month by the 1st of each month. Client agrees to make timely payment of all fees. Client understands that such fees are subject to change. Company shall provide notice of all such changes. Failure to make payments shall result in a suspension of Services

**Purpose:** This is an alternate fee agreement for hourly rates and monthly billing. This would replace section 2 in the template.

**Instructions:** Input your billing details in red to customize to your practice.