

# Go Diaper Free Certified Coach Training Program

## Certification Checklist and Agreement

Thank you so much for going through the program with us! Below you'll find (1) your Pre-certification Checklist, (2) your Ongoing Coach Commitments, (3) The Support You'll Receive, and (4) what to do if you decide to stop coaching. You'll also see (5) Our Proprietary Information + Non-compete Clauses (fun legal stuff, but understandably important).

Please read, ensure that you have checked all the pre-certification boxes, and RETURN THIS SIGNED SHEET to us (scan or photo) at [mamas@godiaperfree.com](mailto:mamas@godiaperfree.com) or via snail mail to 2252 Riceville Road, Asheville, NC 28805 as soon as possible and we will certify you within 7 business days – and we will order your business cards, create your certificate, set up your coach webpage, and complete everything else we've promised to you within 30 days after that. Congrats!

### Pre-certification Checklist (please check off all boxes)

- Submit your intake survey (was given at the beginning of the course)
- Listen to all presentations in Part 1
- Listen to all presentations in Part 2
- Listen to all presentations in Part 3
- Download and complete (or place in a binder to complete later) ALL Guidebooks from Part 1, 2, and 3
- Set up your Folder System (on your computer or in paper) and your Action Plan per the Guidebook in Part 3 Session 5 (you may fill it with to-do's later)
- Complete your GDF Coach Program Business In a Box Survey – (link will be provided) - including especially:
  - Submit your bio photo (greater than 500px x 500px or "Medium" size)
  - Submit your local Facebook Group link (link must look like [facebook.com/groups/GDFCityName](https://facebook.com/groups/GDFCityName), not [facebook.com/groups/82...](https://facebook.com/groups/82...))
  - Submit your affiliate ID number for the GDF affiliate program, if any
  - Submit your local phone number
- Verify that you have a working user account at [godiaperfree.com](http://godiaperfree.com) so we can upgrade you to have Coach Portal access
- Receive a copy of the Non-Compete Agreement, read it, and agree to its terms (attached)
- Receive a copy of the Non-Disclosure Agreement, read it, and agree to its terms (attached)

- Receive a copy of the Termination Agreement, read it, and agree to its terms (attached)
- Agree to uphold the branded image of Go Diaper Free as outlined in the Coach Portal by following all logo, color, and font guidelines as stated, and to present yourself professionally and in alignment with the ideals expressed within Andrea's EC and Tiny Potty Training books
- Promise to always refer your clients to a professional therapist or counselor or medical doctor if their issues exceed your expertise, and to always "do no harm" to your clients and their children; to treat everyone with dignity and respect; and to always seek help from the Go Diaper Free Coach Community if and when you need support as a coach.
- Sign & date this agreement (below)

## **Your Ongoing Coach Commitments**

We want to keep our Coach community vibrant and active! Please follow the below guidelines as closely as possible to keep your Certified Coach status active (they are minimal + doable):

- ✓ Host two events per year – this can be a free group, paid class, event/expo, or a private consultation
- ✓ Fill out our annual check-in survey and submit it by the deadline
- ✓ Join and retain membership in the Facebook Coach Private Group (if available and if you are on Facebook)
- ✓ Keep your information current on your [godiaperfree.com](http://godiaperfree.com) coach webpage
- ✓ Make sure you update us if your phone #, personal email address, or mailing address changes
- ✓ Maintain your local GDF Facebook Group, with Andrea Olson set as an admin, in case you should go on hiatus or resign so we can keep serving your local community with free support
- ✓ Reply to communications via GDF email, phone, or Facebook group in a timely fashion (responding in less than 7 days is recommended) OR forward to GDF's central email – [mamas@godiaperfree.com](mailto:mamas@godiaperfree.com)
- ✓ Notify us of any plans for a hiatus, break, or extended time away from coaching by emailing [mamas@godiaperfree.com](mailto:mamas@godiaperfree.com) so we can make sure people in your local town are aware.

## **The Support You'll Continue to Receive**

By keeping your certification active, you'll receive a bundle of wonderful perks, benefits, and support!

- ✓ Listing in our worldwide directory (linked to from godiaperfree.com AND diaperfreebaby.org)
- ✓ Your own webpage on the godiaperfree.com website
- ✓ Coach Portal access (including logos, image bank, access to wholesale printed materials, event posting, etc.)
- ✓ Use of the Go Diaper Free name and brand
- ✓ Professional shared newsletter software and templates
- ✓ Increased commission on sales to godiaperfree.com (50% vs. the regular 20% affiliate payment on digital goods)
- ✓ Access to wholesale books (EC book, Tiny Potty Training Book, Tiny Potty, and future books), business cards, postcard flyers, and banners
- ✓ Use of the GDF reservation and ticketing system (forthcoming)
- ✓ Your own @godiaperfree.com email address
- ✓ Occasional Q+As with Andrea
- ✓ Ongoing training updates and opportunities for continued training
- ✓ Private Facebook Group (or other platform) support (given Facebook continues its current terms and conditions – may be cancelled at any time depending on this)
- ✓ Ongoing Coach support through mamas@godiaperfree.com and any future ticketing system we may provide
- ✓ Access to future refreshers and Regional GDF Coach Conferences.

## **If You Should Decide to Stop Coaching**

Life happens. If you should decide that you no longer want to coach as a GDF Certified Coach, no worries! Here's what we'll ask you to do, in advance:

- ✓ Complete an exit survey so we can learn what we can do to improve our program in the future
- ✓ We will assign your Facebook Group to another nearby Coach
- ✓ We will assign the answering of your GDF emails to another Coach
- ✓ We will assign your email list in Mailchimp to another Coach (and you are welcome to keep a copy of your list to stay in touch locally)
- ✓ We will expect you to keep all proprietary (GDF brand-specific) information and resources *private* and/or destroy any non-public GDF resources, books, manuals, trainings, etc., upon choosing to step down, and refrain from directly competing with Go Diaper Free for the standard span of two years (see exact legal terms in the attached clauses), unless other arrangements have been made directly in writing with Andrea

- ✓ If you'd rather just "pause" your Certified Coach status, no problem! You may let us know by emailing [mamas@godiaperfree.com](mailto:mamas@godiaperfree.com) at any time. We truly understand that life happens, and we are happy to work with you!

Please see the attached Termination Agreement for the more legal version of these items above.

## **Our Proprietary Information + Non-compete Clauses**

To maintain the integrity of this Program and all the research that has gone into creating it and the associated books (truly Andrea's labor of love), we include these clauses to make it explicitly clear about our boundaries around sharing our proprietary information. Please read each separate agreement (included with this checklist) and sign each of them separately to acknowledge your receipt of and agreement with them, including the GO DIAPER FREE COACH PROGRAM COACH NON-DISCLOSURE AGREEMENT, the NON-COMPETE AGREEMENT OF GO DIAPER FREE COACH PROGRAM, and the GO DIAPER FREE COACH PROGRAM TERMINATION AGREEMENT. Thank you for keeping the Program and book information protected and the integrity of all these creations intact.

*Please express your agreement with the above by signing and dating below and we will begin processing your certification immediately. Congratulations!!*

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number

Enclosures

**GO DIAPER FREE COACH PROGRAM  
COACH NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is made and effective this day of \_\_\_\_\_, 201\_\_ (the “Effective Date”).

**BETWEEN:** Go Diaper Free LLC (the “Company”), an LLC organized and existing under the laws of the State of North Carolina, United States, with its primary office located at 2252 Riceville Road, Asheville, NC 28805, USA

**AND:** \_\_\_\_\_ (the “Coach”), an individual residing at \_\_\_\_\_.

WHEREAS, Coach has been or will be engaged in the performance of work within the Company’s Coach Program (the “Program”); and in connection therewith will be, or has been, given access to certain confidential and proprietary information; and

WHEREAS, Coach and Company wish to evidence by this Agreement the manner in which said confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

**1. PROPRIETARY INFORMATION.** Coach acknowledges that the Program, the coach training materials, Go Diaper Free documentation, copyrighted book(s) and supplementary materials (including the Go Diaper Free or other EC book and The Tiny Potty Training Book, both copyrighted to Andrea Olson, and any excerpts or quotes of these books, including any supplementary materials related to or sold with these books), and all coach training program documentation relating thereto (collectively “Proprietary Information”) are confidential and proprietary to the Company, and Coach agrees to use reasonable care (the same being not less than that employed to protect Coach’s own proprietary information) to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof.

**2. NON-DISCLOSURE.** Coach shall disclose or give access to Proprietary Information only to such Coach’s clients having a need-to-know in connection with Coach’s engagement and for use in connection therewith, such as in-class, group, consultation, or marketing materials related to Coach’s practice. Coach will advise clients having access to Proprietary Information of the confidential and proprietary

nature thereof (i.e.: to not share the resources/handouts/electronic items, such as photos, without the website URL or copyright information intact; to not email any of Company's book(s) to their friends; etc.).

**3. COPIES.** Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

**4. TERMINATION.** Coach shall, upon completion of the tasks assigned, upon termination of Coach's engagement with respect to the Program, or upon demand, whichever is earliest, return and/or delete from all computers and other electronic devices any and all Proprietary Information (including any copies or reproductions thereof) in his or her possession or control.

**5. UNAUTHORIZED USE.** Coach shall promptly advise Company in writing if he or she learns of any unauthorized use or disclosure of Proprietary Information by any client or former client.

**6. USE OF PROPRIETARY INFORMATION.** Coach covenants and agrees that Coach will not, at any time following the Effective Date, directly or indirectly, make available to any person or entity, or in any manner use for Coach's or a third party's benefit, any Proprietary Information. The Coach shall not to use the Proprietary Information for any purpose, without first obtaining the written consent of Company. Coach will only use such Proprietary Information solely in connection with the purpose for which it was disclosed hereunder, and will not disclose, distribute, or disseminate such information in any way, or to anyone except as provided in this Agreement.

**7. WORK PRODUCT.** Coach shall have no proprietary interest in the work product developed by Coach during the course of his or her engagement and expressly assigns all rights to copyrights, patents, trade secrets, or other proprietary rights to Company, unless a work product is disclosed to Company, discussed with Company, and approved by Company in writing as a clearly separate and unrelated endeavor.

**8. RIGHTS TO INFORMATION.** All rights, title and interest in and to all Proprietary Information shall remain with Company. NOTHING IN THIS AGREEMENT IS INTENDED TO GRANT ANY RIGHTS TO COACH IN ANY PROPRIETARY INFORMATION OF COMPANY.

**10. INDEMNIFICATION.** Coach, at his or her own expense, shall defend, indemnify, and hold harmless Company, its licensees, employees, and agents, from any claim, demand, cause of action, debt, or liability (including attorneys' fees) to the extent it is based on a claim that Coach or clients in the course of their engagement with the Coach or Program infringed or violated the patent, copyright, license, or other proprietary right of a third party, provided Coach is notified promptly of such claim and provided that such claim is not based upon the Proprietary Information. Company may, at its expense, assist in such defense if it chooses. Coach shall have the right to control the defense in any such action and to enter into a stipulation of discontinuance and settlement of such claim in its discretion. In addition, in the event that any such Coach performance is held to constitute an infringement and its use is or may be enjoined, Coach shall, at his or her option, (1) modify the infringing information at his or her own expense so that it is non-infringing; or (2) procure for Company the right to use and license the use of the infringing information.

**11. ENFORCEMENT; INJUNCTIVE RELIEF.** The parties acknowledge that Company will be irreparably harmed by a violation of this Agreement and that the calculation of the value of such harm would be impossible to calculate with any degree of certainty. Accordingly, Company shall be entitled, together with all other remedies at law, to enforce this Agreement by specific performance and/or injunctive relief in accordance with the laws of North Carolina to which court's jurisdiction Coach hereby submits for purposes provided hereunder. Further, Coach shall pay reasonable costs, including attorney fees, of Company in connection with such court action.

**12. COMPLIANCE WITH LAW.** The Coach agrees to abide by all federal, state/province, and local laws, ordinances and regulations of the State or Province in which he or she resides and works as a Go Diaper Free Certified Coach.

**13. GENERAL PROVISIONS.** Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral. Amendment. This Agreement may be amended only by written agreement of the parties. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules.



IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

COMPANY

COACH

Go Diaper Free LLC

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**NON-COMPETE AGREEMENT  
OF  
GO DIAPER FREE COACH PROGRAM**

THIS NON-COMPETE AGREEMENT (the "Agreement") made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the "Effective Date")

**BETWEEN:** Go Diaper Free LLC (the "First Party," "Company"), an LLC organized and existing under the laws of the State of North Carolina, United States, with its primary office located at 2252 Riceville Road, Asheville, NC 28805, USA

**AND:** \_\_\_\_\_ (the "Second Party," "Coach"), an individual residing at \_\_\_\_\_.

FOR GOOD CONSIDERATION, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

**1. DEFINITIONS**

**1.1 "Person"** means any natural person and any corporation, partnership, trust, association, or other legal entity

**1.2 "Work"** means any and all coaching services of any kind provided by Second Party, or to be provided by Second Party under this Agreement, or that is requested by First Party.

**1.3 "Competitive Business"** means any firm, partnership, joint venture, corporation and/or any other Person, and/or any licensee of such entity, that develops, manufactures, markets, distributes, provides, offers, or sells any services or products substantially similar to First Party's services or products.

**1.4 "Customer"** means any person or entity who was serviced by Second Party as a Coach of the Company; any person or entity who is or has been a customer of the Company prior to Second Party's termination; or any person or entity the Company has targeted and contacted prior to Second Party's termination for the purpose of establishing a customer relationship.

**2. AGREEMENT NOT TO COMPETE.** During the Term Second Party shall not:

(i) develop, manufacture, market, offer, provide or sell any product or service that competes with any existing or proposed product or service of First Party, or

- (ii) engage in any Competitive Business with First Party, in any state in which First Party conducts business during the term of this Agreement and has conducted business in during the two (2) years preceding this Agreement;
- (iii) directly or indirectly, within the Geographic Scope, on behalf of any Competitive Business, perform the same or substantially similar Work, regardless of the reason for the termination of this Agreement; or
- (iv) participate as a director, stockholder, or partner of, or have any direct or indirect financial interest (including a financial interest as a creditor) in any enterprise engaged in a Competitive Business; or
- (v) participate as an officer, employee, agent, representative, or consultant in, or rendering any services to, any such Competitive Business.

**3. NON-SOLICITATION AGREEMENT.** During the Term Second Party shall not, directly or indirectly (on Coach's own behalf or in the service or on behalf of others), in any capacity, for the purpose of engaging in competition with the Company:

- (i) solicit the business or patronage of any Customer for any other person or entity,
- (ii) divert, entice, or otherwise take away from the Company the business or patronage of any Customer, or attempt to do so, or
- (iii) solicit or induce any Customer to terminate or reduce its relationship with the Company.

**4. TERM.** This Agreement shall remain in effect for two (2) years from the date of resignation, termination, or Marked Inactivity (meaning no activity for more than one (1) year from the date of certification) of the undersigned Second Party as a Go Diaper Free Certified Coach.

**5. GEOGRAPHIC SCOPE.** This Agreement shall extend to the following geographic area: within 300 miles of the Second Party's primary residential and/or business address.

**6. GENERAL PROVISIONS.** Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral. Amendment. This Agreement may be amended only by written agreement of the parties. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

FIRST PARTY

SECOND PARTY

GO DIAPER FREE LLC

Coach

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**GO DIAPER FREE COACH PROGRAM  
TERMINATION AGREEMENT**

This Termination Agreement (the "Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the "Effective Date").

**BETWEEN:** Go Diaper Free LLC (the "First Party" or the "Company"), an LLC organized and existing under the laws of the State of North Carolina, United States, with its primary office located at 2252 Riceville Road, Asheville, NC 28805, USA.

**AND:** \_\_\_\_\_ (the "Coach"), an individual residing at \_\_\_\_\_  
\_\_\_\_\_.

FOR GOOD CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Coach agrees with the Company, or its successors or assigns, as follows:

That Coach may resign at any time if he or she chooses to no longer coach, and that Coach can be discharged from his or her duties as a Go Diaper Free Certified Coach if Coach does not follow agreements made with Company or if Company's Director determines that the Coach's actions are inappropriate, misaligned, or absent from the desired Go Diaper Free Coach Community.

The Company may, upon written notice, without prejudice to any rights it may have, terminate this Agreement, along with Coach's affiliation with Company and/or Company's Program(s), and any other agreements then in effect between Company and Coach, immediately for any reason. In the event of any such termination (save as a result of the Coach's breach of any Company Agreement), Coach shall be paid by his or her clients for all services rendered to his or her clients, which he or she performed prior to such termination and which his or her clients actually used or accepted, including any services performed during the notice period.

The Coach may, upon written notice, without prejudice to any rights he or she may have, terminate this Agreement immediately for any reason. In the event of any such termination, Coach shall be paid by his or her clients for all services rendered to his or her clients, which he or she performed prior to such termination and which his or her clients actually used or accepted, including any services performed during the notice period.

Within twenty four (24) hours of the termination of the Coach Agreement, Coach and/or its employees and subcontractors, if any, shall return to Company the product of all services and other work product, and copies thereof, and any other Proprietary Information, in their then current condition, whether created by Coach or supplied to him or her in connection with the Coach Agreement. If and to the extent such data and materials in the Coach's possession are incapable of being returned, the Coach shall destroy or delete (to the extent practicable, and undertake not to attempt to recover) all such information and copies thereof.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

COMPANY  
Go Diaper Free LLC

COACH  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title