Service Agreement and Terms & Conditions

Spark Engagement, LLC | Last updated September 25, 2026

At Spark Engagement, we believe that everyone deserves a job they love, and a job that loves them back. Whether we are supporting your leaders through coaching or facilitating engagement work with your team, our goal is to create lasting impact by helping leaders and organizations thrive.

This document outlines what you can expect from our partnership: clarity, communication, and a shared commitment to delivering excellent service.

Quoting

A formal quote will be provided via HubSpot, outlining the scope of services, associated costs, and any applicable materials (for example, CliftonStrengths codes). Quotes are valid for 30 days and may be revised based on client needs or provider availability.

Contracting

Upon acceptance of the quote, a service agreement will be sent for signature. This agreement will include:

- Project scope and deliverables
- Scheduling and timelines
- Billing terms
- Cancellation and rescheduling terms

Online Purchase

Individual coaching may also be purchased directly at sparkengagement.com/coaching, without a quote and without a signed service agreement. Completing that purchase constitutes acceptance of these Terms & Conditions, and the description on that page constitutes the scope of work.

Every prospective client is offered a free 20-minute conversation before purchasing, so that fit can be established before any money changes hands. A client who purchases without taking that conversation has declined it.

The online price is all-inclusive. No processing fee is added at checkout.

The six-session foundation must begin within six months of purchase, and all six sessions must be completed within twelve months of the first session. Unused sessions expire at the end of that period. Extensions may be granted at the discretion of Spark Engagement.

Scope of Work

The specific scope of services, timelines, deliverables, and pricing will be detailed in the formal quote issued through HubSpot and accepted by the Client, or, for coaching purchased online, on the purchase page. That quote or page description is incorporated by reference into this agreement.

Coaching Outcomes

Spark Engagement provides coaching, facilitation, and development services designed to support individual and organizational growth. Coaching services are delivered by a Gallup-Certified CliftonStrengths Coach using proven methodologies and best practices; however, specific outcomes are not guaranteed.

The Client acknowledges that results depend on a variety of factors, including individual participation, engagement, and application of insights. The Client accepts responsibility for decisions, actions, and results arising from the coaching relationship.

Coaching services are not a substitute for professional advice, therapy, or counseling.

Billing Terms

Payment structures for Spark Engagement services, including workshops, individual coaching, and subscription-based coaching, will be defined in the Client's accepted quote or on the online purchase page, and are incorporated into this agreement by reference. Invoices will be issued via QuickBooks unless otherwise specified.

CliftonStrengths Codes

- Invoiced upfront at the time of contract signing, or paid at the time of online purchase.
- Additional codes requested during the engagement will be invoiced separately and do not require another signed quote.
- Codes are non-refundable, but may be transferred to another participant for a $15 processing fee.

Workshops and Training

Full payment is due upon receipt of invoice and must be received prior to the start of the engagement. An invoice is issued upon acceptance of the quote, unless the accepted quote specifies a later invoice date (for example, to align with a client's fiscal year). Payment secures the scheduled service date or dates and activates preparation for the engagement.

- For engagements delivered across multiple program years, each year's fees are invoiced prior to the start of that year's sessions, on the schedule specified in the accepted quote.
- Fees are non-refundable except as described in the Cancellation and Rescheduling Policy below.

Individual Coaching Sessions (Non-Subscription)

- Coaching sessions must be paid in full prior to the first session, whether purchased individually, as part of a multi-session package, or online.
- Payment secures your time slot and activates preparation for a personalized coaching experience.
- Refunds on coaching purchased online are governed by the Cancellation and Rescheduling Policy below.

Individual Coaching Sessions (Subscription)

- Coaching services offered on a subscription basis will be billed on a recurring monthly schedule as outlined in the Client's accepted quote.
- Subscription engagements may include an initial minimum commitment period, after which services will continue on a month-to-month basis unless otherwise specified.
- Cancellation requires written notice in accordance with the terms outlined in the accepted quote. Services will continue through the applicable billing period following notice.
- Written notice to end a month-to-month coaching arrangement may be sent by email to karin@sparkengagement.com.
- Failure to provide the required notice may result in continued billing for the applicable period.

Q12 Engagement Survey

- Full payment for all services, including the Gallup Access platform fee, per-employee survey fees, and all facilitation and debrief services performed by Spark Engagement, LLC, is due upon acceptance of the quote, prior to the start of survey implementation work.
- Per-employee fees are based on the participant count confirmed at the time of the quote. Additional participants added during the engagement will be invoiced separately.
- The Gallup Access platform fee and per-employee survey fees are non-refundable once purchased from Gallup, as these costs are paid to Gallup and are not recoverable by Spark Engagement. This applies regardless of how many surveys are ultimately used.
- Spark Engagement's facilitation and debrief fees are non-refundable except as described in the Cancellation and Rescheduling Policy below.

Travel Policy

Travel requirements vary based on the duration of service and distance from Cedarburg, WI. Applicable travel fees will be detailed in the formal quote and may include mileage (billed at the current IRS standard mileage rate), flat travel fees, travel day fees, and reimbursable expenses such as lodging, airfare, and meals. Local engagements may not incur travel charges, while regional and extended engagements may include additional costs as outlined in the quote.

Payment Methods and Processing Fees

Clients may choose to pay by credit card or ACH bank transfer. A 3% processing fee will be added to all credit card transactions on invoiced work, to cover merchant processing costs. No fee applies to ACH payments.

No processing fee is added to the individual coaching foundation purchased online at sparkengagement.com/coaching, where the published price is all-inclusive. That all-inclusive price applies only to that product purchased on that page. All invoiced engagements, including coaching sponsored by an employer, remain subject to the processing fee when paid by credit card.

If your organization has specific payment processes or requirements, please communicate these in advance.

Cancellation and Rescheduling Policy

Individual Coaching Purchased Online

- These provisions govern coaching purchased at sparkengagement.com/coaching and take precedence over the Client-Initiated Cancellations provisions below.
- A full refund is available at any time before your CliftonStrengths assessment code has been sent.
- Once the assessment code has been sent, the six-session foundation is non-refundable. The code cannot be returned to Gallup, and your session time has been reserved.
- The free 20-minute conversation offered before purchase exists so that fit can be established first. A client who declines it accepts these terms as written.
- Individual sessions within the foundation follow the Coaching and Consulting Sessions rules below.

Client-Initiated Rescheduling

- May be requested with at least 7 days' notice at no additional charge, pending availability.
- Requests made less than 7 days in advance may incur a $100 rescheduling fee.

Client-Initiated Cancellations

- Cancellations made 14 days or more in advance are eligible for a refund of any prepaid fees, excluding non-refundable CliftonStrengths codes and any Gallup Access platform or per-employee survey fees that have already been purchased from Gallup.
- Cancellations made fewer than 14 days in advance are not eligible for a refund.
- No-shows or same-day cancellations are billed in full and are not eligible for rescheduling or refund.

Coaching and Consulting Sessions

- Clients are expected to attend all scheduled coaching sessions on time.
- Sessions canceled or rescheduled with less than 24 hours' notice will be considered a missed session and billed in full.
- If a client does not arrive within the first 15 minutes of a scheduled coaching session, the session will be considered canceled and billed in full.
- If a client arrives late but within the 15-minute grace period, the session will still conclude at the originally scheduled end time.
- One-time exceptions may be granted for emergencies at the discretion of Spark Engagement.
- Repeated cancellations may result in forfeiture of remaining sessions.

Provider-Initiated Rescheduling or Cancellations

- In the event Spark Engagement must cancel or reschedule due to illness, emergency, or unforeseen circumstances, we will notify the client as soon as possible.
- All efforts will be made to reschedule within 30 days, at a mutually agreeable time.
- If rescheduling is not possible, a full refund will be issued for any pre-paid, undelivered services, excluding any CliftonStrengths codes or Gallup Access platform and per-employee survey fees that have already been purchased. These remain valid and transferrable to a future or rescheduled engagement.
- Spark Engagement will work with the client in good faith to apply any purchased CliftonStrengths codes or Gallup survey fees toward a rescheduled engagement or alternative arrangement.

Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or sensitive information exchanged during the course of the engagement. This obligation survives the termination of this agreement.

Intellectual Property

All original materials, tools, frameworks, or documentation developed by Spark Engagement remain the intellectual property of Spark Engagement unless otherwise agreed in writing.

Limitation of Liability

Spark Engagement shall not be liable for indirect, incidental, or consequential damages. Total liability is limited to the amount paid by the Client for the services in question.

Non-Solicitation

The Client agrees not to solicit or hire any employee or contractor of Spark Engagement during the term of this agreement and for 12 months thereafter, without written consent.

Force Majeure

Neither party shall be held liable for delays or failure to perform any part of this agreement due to events beyond their reasonable control. This includes, but is not limited to, acts of God, natural disasters, pandemics, labor disputes, government restrictions, or other unforeseen circumstances that would make performance impractical. In such cases, both parties agree to make reasonable efforts to reschedule or modify the affected services.

Dispute Resolution

In the event of a disagreement or dispute arising out of this agreement, both parties agree to first attempt resolution through informal discussion. If a resolution cannot be reached, the parties agree to participate in mediation before pursuing any legal action. Any costs associated with mediation will be shared equally unless otherwise agreed upon in writing.

Acceptance

By accepting a Spark Engagement quote, or by completing a purchase at sparkengagement.com/coaching, the Client acknowledges they have reviewed and agreed to the terms outlined in this document.

Spark Engagement, LLC

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