

## Coaching Agreement

This Agreement is entered into by and between Kathy Whatley (Coach) to provide Coaching Services for \_\_\_\_\_ (Client) focusing on Holistic Wellness Coaching.

### **Description of Coaching:**

Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional, or business goals and to develop and carry out a strategy/plan for achieving those goals.

### **Coach-Client Relationship:**

Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching sessions and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

Client acknowledges that coaching is a comprehensive process that may involve different areas of his/her life, including work, finances, health, relationships, education, and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.

Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical, or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

Client further acknowledges that he/she may terminate the coaching relationship at any time per the terms of the Termination section in this Agreement.

**Services:**

The parties agree to engage in a \_\_\_\_\_ month Coaching Program consisting of \_\_\_\_\_ coaching sessions via Zoom or phone. Coach will be available to Client by e-mail and voicemail in between scheduled meetings as defined by the Coach. The Coach's additional time will also be used, for example, in reviewing documents, reading or writing reports, and engaging in other Client related services outside of client coaching sessions.

**Schedule and Fees:**

This coaching agreement is valid as of \_\_\_\_\_ for a \_\_\_\_\_ period. The fee is \_\_\_\_\_.

The coaching sessions shall be 60 minutes each unless otherwise agreed upon by Coach and Client.

**Procedure:**

The time of the coaching sessions and/or location will be determined by Coach and Client based on a mutually agreed upon date and time. The Client will initiate all scheduled sessions and will contact the Coach as designated by the Coach. If the coaching session changes other than what is designated, Client will be notified prior to the scheduled appointment time.

**Confidentiality:**

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by Coaching principles of confidentiality. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information

pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

*Confidential Information* does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

According to the ethics of the coaching profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

### **Cancellation Policy:**

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled coaching session of a cancellation. Coach reserves the right to bill Client for a missed session. Coach will attempt in good faith to reschedule the missed session. Coach will likewise inform the Client 24 hours in advance if a coaching session needs to be rescheduled. Emergency situations are evaluated at the Coach's discretion.

### **Termination:**

Either the Client or the Coach may terminate this Agreement at any time with written notice. If Client terminates this Agreement and it is before the end of the number of coaching sessions Client paid for in Client's paid coaching package, Client agrees to forfeit to the Coach the full amount of the Coaching Package fee paid in Client's coaching package. If Coach terminates this Agreement, Coach agrees to only charge Client for the number of Coaching Sessions up to the date of termination at the rate of \$250.00 per coaching session.

**Limited Liability:**

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied, with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential, or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement, and per the terms of the Termination section of this Agreement.

**Entire Agreement:**

This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

**Dispute Resolution:**

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

**Severability:**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Waiver:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Binding Effect:**

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

Please sign and return a copy of this Coaching Agreement to the Coach prior to the first scheduled Coaching Session. Retain one copy for your records. Electronic signatures are deemed as valid as an actual signature on paper.

\_\_\_\_\_  
Kathy Whatley  
(Coach)

\_\_\_\_\_  
(Client) Please print/type name

\_\_\_\_\_  
Signature of Coach

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date