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Introduction

Coaching is an alliance (not a legal business partnership) wherein the Coach provides encouragement, guidance and honest feedback for the development of personal, professional or business goals. Coaching is designed to be a thought-provoking and creative process that inspires the client to maximize personal and professional potential by providing strategic plans for achievement of goals. The time of coaching meetings and/or location will be determined by the Coach and Client based on a mutually agreed upon time. The Client will initiate all scheduled calls and will call the Coach at the following number for all scheduled meetings_____. If the Coach will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time.

Refund Policy

Either the Client or the Coach may terminate this Agreement at any time with _#_weeks written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

Rescheduling Policy

A coaching session may be rescheduled by the client at least 36 hours in advance without incurring any fees. If a coaching session is canceled or rescheduled by the client with less than 36 hours' notice, the session will be charged at the regular rate.

Client Responsibility

Client agrees that coaching is at its most effective when all parties are fully engaged, responsive, and taking initiative. 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 calls 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 that 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 further acknowledges that he/she may terminate or discontinue the coaching relationship at any time. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or 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 as defined by the American Psychiatric Association 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.

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 the principles of confidentiality set forth in our Company policy. 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. (Optional, based upon specific situation) The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by ICF. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared. According to the ethics of our 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.

Termination

Either the Client or the Coach may terminate this Agreement at any time with # weeks written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

Indemnity/Limitation of Liability

DISCLAIMER/LIMITATION OF LIABILITY: Parties agree that this contract and participation in the Program does not create an employee, agent, business partner, joint venture or private contractor, any other persons that such relationship exists. Parties agree that CoachablePros makes no guarantees of success for either Coach or Client. Coach is solely responsible and liable for any acts or omissions that may result from the use of the Program. CoachablePros shall not be held liable for any damages of any kind resulting or arising from including but not limited to: direct, indirect, incidental, special, negligent, consequential or exemplary damages happening from the use or misuse of CoachablePro's services. CoachablePro's liability to you shall at all times be limited to the amount paid by you, if any, for Program or services. You agree to defend, indemnify and hold harmless CoachablePros, our independent contractors, service providers and consultants, and our and their respective directors, officers, employees and agents (collectively, the "Company Parties") from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) your use of the Program, (b) any feedback you provide, (c) your breach of any of these Terms, or (d) your violation of the rights of any third party.

ENTIRE AGREEMENT: This document, along with the CoachablePros *TERMS AND CONDITIONS* which are herein incorporated by reference, reflects the entire agreement between Coach and Client, and reflects the 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 Parties.

SEVERABILITY/NON-WAIVER: If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed waiver of that right or any further rights hereunder.

Print your name

Sign and Date
