

Coach Onward, LLC - Coaching Agreement

This Agreement is entered into by and between: Robert King, Coach Onward, LLC and _____ (Client Name and Address) whereby Coach agrees to provide Coaching Services for Client.

Description of Coaching:

Coaching is 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.

1) Coach-Client Relationship

- A.** Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation “(ICF)” (Coachfederation.org/ethics). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.
- B.** 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 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.
- C.** Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.
- D.** 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.
- E.** 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

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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.

F. 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.

2) Services

The parties agree to engage in a _____ session Coaching Program through _____(describe method(s), e.g., in-person, internet, telephone) meetings. Coach will be available to Client by email and voicemail in between scheduled meetings as defined by the Coach and noted within the coaching availability schedule housed within the Coach Onward, LLC website (<https://www.coachonward.com>) Coach may also be available for additional time, per Client’s request on a prorated basis rate of \$75.00 USD per hour (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

3) Schedule and Fees

This coaching agreement is valid as of _____ (Date). The fee is based on the coaching package selected and paid in advance through the Coach Onward, LLC. website (<https://www.coachonward.com>).

_____ Individual Starter Package: \$299 for a total of four (4) paid sessions.

_____ Individual Intermediate Package: \$499 for a total of seven (7) paid sessions.

_____ Individual Comprehensive Package: \$699 for a total of ten (10) paid sessions.

_____ Group Coaching package: \$75.00 USD per hour for _____ hours.

For Group Coaching:

- The client has the option for virtual or onsite sessions. If the session(s) is/are onsite: May incur additional travel and travel related expenses including, but not limited to: air flight, air baggage, car mileage/rental, cab fare, meals, tolls, or other travel related fees. Such expenses will be discussed as part of this contract and are as noted:

- _____
- _____
- _____
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Individual coaching calls/meetings shall be 45 minutes in length. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

The refund policy for Individual sessions in effect for the term of this Agreement is as follows: If you cancel your coaching session package after the initial paid coaching session, you will receive a partial refund, prorated based on unused sessions and the purchase price for the purchased coaching package. Any cancellations made after the second paid coaching session will not qualify for a refund of the purchased coaching package.

The refund policy for groups session(s) in effect for the term of this Agreement is as follows: If the client cancels the session(s) prior to the initial session a full refund will be given for the cancelled session(s). Any travel related expenses already incurred by the assigned coach that are not able to be recouped will be billed to the client. If the assigned coach cancels the session(s), the session(s) will be rescheduled and the client will not incur any non-recouped travel expense cost for that/those cancelled session(s). Any other arrangement must be agreed upon in writing by both Coach Onward, LLC and client as an addendum to this agreement.

4) Procedure

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Client will book and initiate all scheduled calls using the scheduling tool within the Coach Onward, LLC (<https://www.coachonward.com>) website. If the Coach will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time.

5) 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 the ICF Code of Ethics. 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

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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.

6) Release of Information

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.

Client Agrees _____ Client Refuses _____

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.

7) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach two (2) hours in advance of the scheduled calls/meetings unless in the case of an emergency. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

8) Record Retention Policy

The Document/Record Retention and Destruction Policy identifies the record retention responsibilities of Coach Onward, LLC for maintaining and documenting the storage and destruction of the organization's documents and records.

The organization's staff, volunteers, members of the board, committee members and outsiders (independent contractors via agreements with them) are required to honor the following rules:

- a. Paper or electronic documents indicated under the terms for retention in this section will be maintained by Coach Onward, LLC;
- b. All other paper documents will be destroyed after three (3) years;

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- c. All other electronic documents will be deleted from all individual computers, databases, networks, and back-up storage after one (1) year;
- d. No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation;

Type of Document	Minimum Requirement
Audit reports	Permanently
Contracts (expired)	7 years
Contracts (still in effect)	Contract period
Correspondence (general)	2 years
Correspondence (legal and important matters)	Permanently
Correspondence (with customers and vendors)	2 years
Insurance records, claims, policies (active and expired)	Permanently
Other records not already noted	3 years

9) Termination

Either the Client or the Coach may terminate this Agreement at any time with 2 weeks written notice. Client agrees to terms of the refund policy as outlined in the Schedules and Fees section of this agreement.

10) 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 for all coaching services rendered through and including the termination date.

11) 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.

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12) 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.

13) 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.

14) 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.

15) Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of **Indiana**, without giving effect to any conflicts of laws provisions.

16) Binding Effect

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

Client:

Client Name and address:

Signature:

Date: _____

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Coach Onward, LLC:

Name/Title: Robert King, Owner

Signature:

Date: _____