

Naturally You

www.naturallyyou.us

607-794-8399

Coaching Agreement

This agreement is entered into by and between Kristen Medrek CLC, owner Naturally You, and(). Coach agrees to provide Coaching Services for client focusing on the following coaching ().

Description of Coaching: Coaching is a partnership (described 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 through coaching certification.

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/her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principals 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 APA(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.

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 () month[] () week[] Coaching Program through []person []internet(video conference) [] telephone meetings. Coach will be available by email and voicemail between scheduled meetings 9am to 5pm Monday through Wed. Coach may also be available for additional time, per Client's request on a prorated basis rate of . (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 (/ /). [] The fee is _____ (to be paid before sessions begin, unless a special agreement is made, and attached to this agreement). [] this is a free group class given once a year.

The calls/meetings shall be [] hour [] minutes [] weekly [] monthly

3a) Refund Policy

All contracts are binding. I do not offer refunds for Coaching services. As a Coach I am here to help you to your highest level of success, and part of that is requiring a commitment from you that you are fully invested in your Coaching package.

4) Procedure

The time of the 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 either call the Coach at (- -) or start a Zoom session with Coach. If the session is to be in person, Client will arrive to appointments at scheduled time. If the Coach needs to be reached other than the ways listed above, the Coach will let the Client know before the scheduled session.

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 set forth in the Code of ethics (attached). However, please be aware that the Coach-Client relationship is **NOT** considered a legally confidential relationship (like 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.

Confidential Information does **NOT** include information that: **(a)** was in the Coach's possession prior to it 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.

6) Release of Information

By signing this agreement, you agree to have only your name, contact information, and start and end dates of coaching to be shared with other parties that might be involved in this process for the sole and necessary purpose of verifying the coaching relationship, **NO** personal notes will be shared

Please initial 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 purposes.

7) Cancellation Policy

Should you need to reschedule a coaching session, you may do so by contacting me by either phone, text, or email within 48 hours of our session. You have 1 week from original appointment to make up missed session. If you do not contact me within 48 hours, you will not be allowed to make up the session.

8) Record Retention Policy

The Client acknowledges that the Coach has disclosed the record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of 6 years.

9) Termination

Either the Client or the Coach may terminate this agreement at any time with 1 week 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.

10) Limited Liability

Except as expressly provided in this agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, expressed 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 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.

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 21 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. 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 _____, without giving effect to any conflicts of law provisions.

16) Binding Effect

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

Please sign a copy of this agreement and email back to Coach (the Coach and Client agree to electronic signature for remote coaching sessions) Please print a copy to retain for your records. A copy will be given for in person coaching sessions.

Coach:

Signature:

Client:

Signature:

Address: