

Sheryl Stillman Consulting, LLC

Coaching Agreement

This Agreement is entered into by and between: Sheryl Stillman Consulting, LLC (Accredited Certified Coach), "Coach" and _____ Name, Address ("Client") whereby Coach agrees to provide Coaching Services for Client focusing on the following topics/results/outcomes/goals attached to this Agreement as *Schedule A*.

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, and/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 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/they 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/their 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 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 Coaching Program through Video meetings. Coach will be available to Client by e-mail and voicemail in between scheduled meetings as defined by the Coach, as necessary and determined by written agreement. Coach may also be available for additional time, per Client's request on a prorated basis rate of \$xxx/hr. (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 00/00/0000. The fee is \$xxx.00/hr., per session. [A package of six (6) sessions is available for the agreed-to price of X..., with 25% due upfront. Packages are also available to organizations offering coaching services for their employees. Inquire for a customized proposal and details.]

Each session shall be 60-minutes in length, unless otherwise agreed to in advance.

4) Procedure

Timing of sessions will be determined by Coach and Client based on a mutually agreed upon 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.

All Client information provided to Coach is confidential, unless written permission has been provided for testimonial or other use. Likewise, all materials to Client by Coach are for the expressed purpose of "coaching" sessions and Client shall not share, redistribute, or copy to use in any other manner. *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, her, or their continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

6) Release of Information

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. Any other release of information will follow the guidelines set above in Paragraph 5.

6.1) Sponsor Clause (if applicable)

Pursuant to the International Coaching Federation (ICF), regardless of who pays for services, Client information is owned by the Client, except in cases as required by law.

7) Cancellation Policy

Life happens and sometimes sessions need to be rescheduled. Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings. As a courtesy, there will be one cancellation allowed per agreement without penalty. After that, Client will be billed 50% for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

8) Refund Policy

Except in the case of pre-paid packages, given the nature of coaching services, refunds will not be provided after sessions have been completed.

9) Payments

Payment will be collected in full at the close of the session. Client may choose to pay in advance or at the beginning of each session, if preferred.

10) Record Retention Policy

The Client acknowledges that the Coach has disclosed his/her 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 not less than 10 (ten) years.

11) Termination

Either the Client or the Coach may terminate this Agreement at any time with 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.

12) 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.

13) 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.

14) 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.

15) 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.

16) 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.

17) Applicable Law

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

18) Binding Effect

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

Please sign and return the original Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records. An executed agreement will be mailed to you either via email or physical address, depending on your preference.

COACH:

Physical Address:

XXXXXXXX

OR

Via Email

Stillman.sheryl@gmail.com

CLIENT:

Client Name and address

Name/Title:

Signature:

Date:

Coach/ for _____ (company name)

Name/Title: Coach and title

Sheryl Stillman, Principal

Signature:

Date: