

# Life Coaching Partnership Agreement with ToluCoaches

I am excited to join you on your journey of change, growth, and discovery as you recover your dreams and clear the path for your life purpose. The Life Coaching process is focused on helping you know who you are, what you want and removing obstacles that prevent you from achieving your goals.

To help assure that you receive the most value possible from our Life Coaching partnership, this Coaching Partnership Agreement lays out our joint obligations, responsibilities, scope of services, and our anticipated schedule and membership fees based on your selected coaching program.

## Differentiating between Life Coaching and Therapy

While there are some similarities between consulting and psychotherapy, they are very different activities and it is important that you understand the differences between them. Psychotherapy is a health care service and is often reimbursable through health insurance policies. This is not true for coaching. Both coaching and psychotherapy utilize knowledge of human behavior, motivation and behavioral change, and interactive counseling techniques. The major differences are in the goals, focus, and level of professional responsibility.

The focus of coaching is development and implementation of strategies to reach client-identified goals of enhanced performance and personal satisfaction. Coaching may address specific personal projects, life balance, job performance and satisfaction, or general conditions in the client's life, business, or profession. Coaching utilizes personal strategic planning, values clarification, brainstorming, motivational counseling, and other counseling techniques.

The primary foci of psychotherapy are identification, diagnosis, and treatment of mental and nervous disorders. The goals of psychotherapy include alleviating symptoms, understanding the underlying dynamics which create symptoms, changing dysfunctional behaviors which are the

result of these disorders, and developing new strategies for successfully coping with the psychological challenges which we all face.

In the relationship between the Life Coach and client, the client sets the agenda and the success of the enterprise depends on the client's willingness to take risks and try new approaches. The relationship is designed to be more direct and challenging. You can count on your coach to be honest and straightforward, asking powerful questions and using challenging techniques to move you forward. You are expected to evaluate progress and when the life coaching process is not working as you wish, you should immediately inform me so we can both take steps to correct the problem.

Because of these differences, the roles of coach and therapist are often in potential conflict and I believe that, under most circumstances, it is ethically inappropriate for one to play both roles with a client, whether concurrently or sequentially. Positive change is difficult enough without having to worry about role confusion. This means that if either of us recognizes that you have a problem that would benefit from psychotherapeutic intervention, I will refer you to appropriate resources. In some situations, I may insist that you initiate psychotherapy and that I have access to your psychotherapist as a condition of my continuing as your Life Coach.

It is also important to understand that Life Coaching is a professional relationship. While it may often feel like a close personal relationship, it is not one that can extend beyond professional boundaries both during and after our work together. Considerable experience shows that when boundaries blur, the hard won benefits gained from the Life Coaching relationship and process are endangered. With this in mind, we agree to maintain professional boundaries inside and outside of coaching/consulting sessions.

## **Confidentiality Protection and Limits**

I am ethically and legally bound to protect the confidentiality of our communications. I will only release information about our work to others with your written permission or in response to a court order. There are some situations in which I am legally obligated to breach confidentiality in order to protect you or others from harm. If I have information that indicates that a child or elderly or disabled person is being abused, I must report that to the appropriate state agency. If a client is an imminent risk to him/herself or makes threats of imminent violence against another, I am required to take protective actions. These situations are quite rare in life coaching practices. If such a situation occurs in our relationship, I will make every effort to discuss it with you before taking any action.

# **Electronic Communication**

Some of our communication between sessions may occur by email or text message, if this is beneficial to you. As you are no doubt aware, it is impossible to protect the confidentiality of information that is transmitted electronically. This is particularly true of e-mail and information

stored on computers that are connected to the Internet, which do not utilize encryption and other forms of security protection. If you feel you need to communicate information to me more securely, consider discussing it during session or arranging a phone call.

#### **Our Mutual Commitments**

We recognize the nature of our Life Coaching relationship as a partnership is designed to inspire and cultivate a meaningful and transformative process to help you maximize your personal and professional potential.

We agree to be diligent and punctual for our meetings so that we make the most of our time together. We commit to attend each scheduled meeting on the arranged time and date, but if we do need to reschedule, we'll give each other as much notice as possible (no less than 24 hours advance whenever possible). Appointment booking and scheduling is done via Acuity Scheduling. We agree to make schedule changes via the Acuity site, or in the case of emergency with less than 24-hour notice, by telephone or e-mail. If you completely miss an appointment with no notice, the appointment will be counted as a session. Whether you meet with your Life Coach by telephone, in-person, via Skype or other technology, we agree to meet with as few distractions as possible, finding a quiet spot free of telephone or other interruptions.

# Our Respective Commitments: Your Life Coach

Together, we assess who you are and help you define what you want through a variety of tools and methods that best fit your personality and strengths. We will work together to define your desires and clear the mental, emotional and relational barriers from the path so you can begin building the life, work, relationships or business you want.

We recognize that certain information of a confidential nature may be relayed during sessions, and as such, your Life Coach will not at any time, directly or indirectly, disclose information to anyone else without your specific, written approval, except as otherwise provided herein or to the extent required by law (see Limits of Confidentiality for reference).

In addition, your Life Coach will not disclose your name as a reference without your written consent.

In summary, your Life Coach will help you identify the person you really want to be, support you in addressing barriers to success and facilitate a uniquely developed transformation process.

# **Our Respective Commitments:**

The Client

You understand that this agreement is for Life Coaching, which does not constitute therapy and does not substitute for therapy if needed. It does not prevent, cure or treat any mental disorder or medical disease. It is also not a substitute for professional advice by legal, mental, or other qualified professionals. As this is a client relationship and not a patient relationship, it does not fall under HIPAA guidelines.

You agree to communicate honestly, talk about yourself, create the time and energy to participate fully in your selected program, and ask for what you need.

You agree to complete outside assignments, which are the major means of achieving your goals. Not doing assignments or action steps will keep you stuck where you are and render our sessions ineffective.

You agree to share freely with your Life Coach if you do not feel you are progressing according to your expectations so that we can identity and mitigate possible barriers to success.

## Schedule and Fees

The number of sessions to reach your goals varies by client but is estimated to be six to 16 sessions over a three to six month period of time. By signing this agreement you are committing to the agreed upon number of session you register for.

Standard coaching/consulting session fees are agreed upon between ToluCoaches, LLC and client but may be prorated based on agreement made with your Life Coach, i.e., income-based arrangements or other discounts for non profits etc

Your Life Coach may also be available for additional coaching time, per your request, at an additional rate to be agreed upon at that time.

## Referrals

Your referrals are welcome as it is an honor to be recommended by you. In return for your referral, you will be rewarded with a free session once your referral has scheduled and attended their first free strategy session. This free session will take place, outside of the agreed upon sessions you have scheduled with ToluCoaches.

## Release of Information

Your name and other personal information regarding our work together will not be released without your consent, within the guidelines of the Limits of Confidentiality. At some time during your consulting process, you may be invited to provide a testimonial regarding our work together but only with your consent and only the testimonial and any identifying information you wish to

be shared will be released. A separate form denoting your consent to release your information will be provided at that time.

## **Termination**

Following the initial minimum terms of your selected coaching/consulting program, either party may terminate this Agreement, for any reason, by notice to the other party. In addition, either party shall have the right, at any time, by notice to the other party, to terminate this Agreement in the event of the failure of either party to conform to the provisions of this Agreement, and the failure of the non-conforming party to rectify such non-conformity.

## **Limited Liability**

Except as expressly provided in this Agreement, ToluCoaches makes no representations, guarantees or warranties, express or implied, with respect to the services provided. In no event will the Life Coach be liable to you for consequential or special damages. Notwithstanding any damages that you may incur, ToluCoaches's entire liability under this Agreement, and your exclusive remedy, will be limited to the amount previously paid by you to ToluCoaches under this Agreement. You agree that you voluntarily sought assistance of your own initiative and that you are under no obligation to accept or reject any of the advice, opinions, or help that you may receive.

This is the entire agreement of the parties, and represents a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations.

By scheduling a session with ToluCoaches, you accept the agreement above in its entirety.

	John J.
X	X
Coachee/Client	Tolu Akande - ToluCoaches, LLC

1