**Coaching Agreement**

Dee Marcotte – Coach - and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - Client - agree to create and work in a coaching relationship regarding individual life issues and/or couples issues. Coaching means we will work collaboratively on your concerns, work on skills, create practice opportunities outside the session. Should a mental

health issue come to light, I will suggest those issues be handled by a mental health

provider in your area.

## Coach-Client Relationship

1. 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.
2. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.
3. 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.
4. 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.
5. 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.

## Times, Schedule and Fees

## The first 1 – 5 sessions will be for 110 minutes (in the future referred to as 2 hours).

## After those sessions, and depending on the severity of the concerns, session may stay at 2 hours or be reduced to 80 minutes (in the future referred to as 1.5 hours).

## Over time, we may move to a 50 minute (in the future referred to as 1 hours).

## Payment is expected via Ivy Pay. I will take your phone number and you will be sent the credit card information. After that I will charge your card automatically for the session.

## You will receive a reminder notice approximately 24 hours prior to the session. If you will not be able to make the session please indicate that in the text you received. Any missed sessions or cancellations made in less than 24 hours will be charged at full rate for the session time scheduled.

## Fees: 2 hour session = $300.00

## 1.5 hour session = $225.00

## 1.0 hour session = $150.00

## Phone calls and/or emails and texts that are frequent or go over 10 minutes will be prorated based on the above fees.

## Procedure

Coaching times will be decided by both coach and client. Sessions are generally held via Zoom, although phone sessions can be accommodated. You will receive an email giving you the information to sign into the call around 5-10 minutes before the call

## 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. 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.

*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.

The coach, does not appear in court, release records, or write summary statements. If asked the client will be expected to pay, before any release of information, $450.00 per hour.

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 agreement to discuss the reasons for termination.

## 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.

## Coach and Address:

## Dee Marcotte

## 3035 W 25th Avenue Denver, CO 80211

## www.deemarcotte.com

**CLIENT:**

Client Name and address

Signature: Date: