

Coaching Client Agreement

[Document.CreatedDate] Valid Through December 2023

Coaching Client Agreement

This Agreement is entered into by and between: Abigail Thies (Coach) and _____ (Client) whereby Coach agrees to provide Client with Coaching Services.

Description of Coaching Services: Coaching is an alliance between a coach and a 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. Coaching Services may include, but not be limited to, brainstorming, values clarification, the completion of written assignments, education, goal setting, identifying plans of action, accountability, making requests, agreements to change behavior, examining lifestyles and personal narratives, physical practices and bodywork, and general inquiry.

1) Coach-Client Relationship

A. Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation “(ICF)” (<https://coachfederation.org/ethics>). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

B. Client acknowledges that coaching is a comprehensive process that may involve different areas of Client’s life, including work, finances, health, relationships, education and recreation. Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively Client’s responsibility.

C. Client understands that in order to enhance the coaching relationship, Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

D. Client further acknowledges that the coaching relationship may be terminated or discontinued at any time by Client or Coach.

E. Client is solely responsible for creating and implementing Client’s own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and the coaching calls and interactions with the Coach. As such, the Client agrees that 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.

F. 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 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 Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by Client and Coach.

2) Services. The parties agree to engage in an initial 10 to 12-session Coaching Program through Zoom meetings. Each session will typically last between 60 and 90 minutes. Coach will be available to Client by phone or text in between scheduled meetings.

3) Fees. The fee per session is: \$50 to \$250 per session on a sliding scale. (Client selects fee amount) My pricing is based on a means-based model that allows access to the widest range of clients possible. Those who can pay more should endeavor to do so, and those with less means should pay as they are able. I welcome all clients. You are the reason I get to do this amazing work.

Fees are due within 48 hours of the close of each session or within 48 hours of the close of the originally scheduled session if the session is missed by Client or not canceled following the cancellation guidelines. Client agrees to make payment of fees electronically by Zelle (abithies@gmail.com) or Venmo ([@abithies](https://www.venmo.com/abithies)). (Please let me know if these are not easily accessible to you and we can make other arrangements)

4) Schedule and Cancellation. The time of the coaching meetings will be determined by Coach and Client based on a mutually agreed upon time. Client agrees that it is Client's responsibility to notify Coach via email 48 hours in advance of the scheduled meetings if Client needs to cancel the meeting.

5) Confidentiality. This coaching relationship, as well as all information (documented or verbal) that Client shares with 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. Coach will not disclose Client's name as a reference without Client's consent.

Client agrees to 2 (two) exceptions to the confidentiality guidelines described above which are (1) Coach will document a case study on Client and deliver it to New Ventures West faculty and (2) Coach will record coaching meetings with Client and deliver a maximum of 3 (three) 30-minute segments to New Ventures West faculty. Measures can be taken per Client's preference to anonymize the deliverables described above and/or exclude any information Client identifies to Coach.

Confidential Information does not include information that: (a) was in Coach's possession prior to its being furnished by Client; (b) is generally known to the public or in Client's industry; (c) is obtained by Coach from a third party, without breach of any obligation to Client; (d) is independently developed by Coach without use of or reference to Client's confidential information; or (e) 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. 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, Client agrees to have only Client 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 Client notes will be shared.

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) Record Retention Policy. Client acknowledges that Coach has disclosed Coach's 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 Coach in a format of Coach's choice (print or digital/electronic) for a period of not less than 5 years.

8) Limited Liability. Except as expressly provided in this Agreement, 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 Coach be liable to Client for any indirect, consequential or special damages. Notwithstanding any damages that Client may incur, Coach's entire liability under this Agreement, and Client's exclusive remedy, shall be limited to the amount actually paid by Client to Coach under this Agreement for all coaching services rendered through and including the termination date.

9) Entire Agreement. This document reflects the entire agreement between 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 Coach and Client.

10) Dispute Resolution. If a dispute arises out of this Agreement that cannot be resolved by mutual consent, 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.

11) 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.

12) 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.

13) Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, without giving effect to any conflicts of laws provisions.

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

CLIENT

COACH

Name:

Name: Abigail Lyn Thies

Signature:

Signature:

Date:

Date: