

****SAMPLE** COACHING AGREEMENT**

NOTE: This is to give you an idea of what's likely to be included in our agreement if you sign up for a six-month commitment. This document may be updated at any time, so make sure you read YOUR agreement thoroughly before signing!

This Agreement is entered into by and between Sam Sundius (hereby "Coach"), and the Undersigned (here by "Client") whereby Coach agrees to provide Coaching Services for Client focusing on topics/results/outcomes/goals as generated by the Client. This Agreement shall be effective from the date of the client's signing of this Agreement or the start date of their first scheduled coaching call, whichever date is earlier (the "effective date") until the end of the last calendar month of the coaching agreement.

DEFINITION OF COACHING: Coaching is a 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. Coaching is forward moving and future focused, where the emphasis of the coaching relationship is on action, accountability, and follow through. In co-creating this alliance:

- Client acknowledges that coaching is a comprehensive process that may involve different areas of 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.
- 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.
- Client is solely responsible for creating and implementing their own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and their 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 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.

SESSIONS: The parties agree to engage in a 3-month coaching program from XXXXXX through XXXXXX. Coach and Client will engage in a 6-month one-on-one ("1:1") coaching

program where Coach will be exclusively available to the Client for 3 sessions each month, totaling 9 sessions over the 3-month term.

1:1 sessions shall generally be held at a previously agreed time and day and shall be conducted via phone or online video conferencing, as mutually agreed in advance. 1:1 sessions shall be scheduled for sixty (60) minutes. The Client is responsible for initiating all scheduled sessions within the first 15 minutes of the appointed time. Sessions not initiated within that time may be considered forfeited. Some sessions may be longer than 60 minutes at the discretion of the Coach, and Client will be made aware of any extended sessions.

Starting XXXXXX, Coach will also be available to Client by e-mail in between scheduled 1:1 sessions and reliable for good faith efforts to reply to inquiries made by the Client within 2 business days. Coach may also be available for additional time, per Client's request, for brief and urgent between-session consultations (spot coaching) depending on Coach and Client availability to connect.

Cancellations and Rescheduling

In the event of a cancellation, Both Client and Coach must notify each other at least 24 hours in advance of the scheduled session in order to reschedule. A 1:1 session canceled by the Client in less than 24 hours may or may not be rescheduled, based on availability. This includes sessions in which the client does not initiate contact within the first 15 minutes of the appointed time. Coach will attempt in good faith to reschedule the missed meeting. Any session not scheduled before the end of this Agreement, April 18, 2024, will be considered forfeited, including when due to scheduling errors on the part of the Coach. Coach will offer as much notice as possible regarding any cancellation or schedule change. To that end, please note that every quarter (90 days), Coach may take two weeks (14 days) of vacation during which coaching sessions will not be scheduled, no spot coaching will be available, and business communication will be limited. Any session canceled by Coach will be rescheduled in good faith with Client.

ACCEPTANCE OF NON-CLOSURE: Client is aware that they will not be able to have closure on every topic explored during the coaching relationship. Client agrees to view continued learning, self-awareness, and healing as life-long goals extending beyond the limitations and eventual end of the coaching relationship.

CONFIDENTIALITY: All of the information (documented or verbal) is for the sole purpose of the Coach-Client relationship. The Coach agrees not to disclose any information identifying the Client, by name or identifiable description, without the Client's consent. While Client information is kept in the strictest professional confidentiality, confidential communication between Coach and Client is not legally protected, as coaches are neither health care professionals nor legal professionals. The Client also acknowledges their continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner. This confidentiality agreement will be suspended in the following cases:

- Client reports imminent suicidal or homicidal ideation

- Client reports abuse or neglect of a child, dependent or older adult
- Coach is subpoenaed by a court of law

Client acknowledges that the Coach is not a mandated reporter under the terms defined by New York State in regards to any or all of the situations named above and suspension of confidentiality will be at the Coach's sole discretion.

Coach may request Client's permission to record a session or to allow another coach to participate in the session for training purposes. These recordings or participation are only used for Coach's and Clients' professional development and are kept confidential. Client will never be recorded or have another coach in on any session without Client's express permission. Client may be granted access to group coaching session recordings. Client agrees to keep all information about other Clients strictly confidential except when disclosure is required by law. Client agrees that Coach is not liable for the disclosure of any of Client's information by another Client. Additionally, the Coach may at some point apply for a coaching credential that requires the disclosure of client names and contact information as evidence of coaching experience. By signing this contract, Client gives Coach permission to provide this information to an accrediting body, solely for the purpose stated. In this case, it's possible Client will be contacted by the credentialing body for verification of the Coach-Client relationship. Even in this case, Client information is also held in the strictest confidence by the accrediting body, and Client will not be required to reveal anything Client does not wish regarding the content of the Coach-Client relationship.

Coach may also record sessions at Client's request. In this case, recordings will be uploaded to a secure platform and stored for 4 weeks after the end of the present Agreement. Coach will make a good faith effort to ensure that recordings remain secure and confidential using appropriate software and platforms. The Coach will not be held responsible in the event that all or part of any recording is accessed by anyone other than the Client or Coach, that copies of all or part of any recording are created, or for any security breach experienced by the third party data storage resulting in confidential information being exposed. Having access to recorded sessions is entirely up to the Client and requests for recording can be made or retracted at any time.

PAYMENT: Under the terms of this agreement, Client will pay \$XXXX USD for 6 months of coaching. An initial payment of \$XXXX USD will be made prior to the first coaching session. Client will pay the remaining \$XXXX USD balance 12 weeks from the date of the first session or before meeting for the 10th coaching session, whichever comes first. If payment is not delivered on time, there will be no coaching sessions until payment is made and any missed sessions will be forfeit. Any exceptions to this are at the Coach's discretion and with the Coach's prior written consent. This price is subject to change should a subsequent six month contract be initiated.

REFUNDS & TERMINATION OF AGREEMENT: Coaching is, by design, a confrontational process. At times, a client may feel they are unable or unwilling to move forward in a project as fear or discomfort arises. Coach understands this is a normal part of the process and is committed to supporting the Client's delivery of results on stated projects, as long as the Coach

judges the process to bring overall positive benefits for the Client. To that end, Coach does not offer refunds for any monies paid. Monies paid are also not transferable without the prior written consent of the Coach. However, should it appear that the coaching process is not supporting the Client in intended ways, the Coach may decide, at their sole discretion, to discontinue the commitment and terminate this agreement at the end of all paid sessions or by the day before the next payment was due, whichever comes first. Client may also terminate the relationship at any time for any reason and forfeit any remaining paid sessions. In this case, Coach will provide good faith efforts via email or an extra "off-boarding" session to support the Client identifying more appropriate support, depending on the Client's interest and availability.

MATERIALS OWNERSHIP AND PROTECTION: Over the course of this coaching agreement, the Coach may share multimedia, information, materials, forms, handouts, etc. with Client in service of the Client's goals. Notwithstanding any provision to the contrary contained in this Agreement, it is understood and agreed that the Materials and all intellectual property rights associated therewith are, and will remain, the sole and exclusive property of the Coach and that no license, right, title, interest in and/or to such Materials is granted to client by virtue of the coaching services provided.

The Coach will retain all right, title and interest to any modifications made to the Materials, derivative works derived from the Materials, and/or incorporating the Materials, if any. Client agrees that they will not copy, modify, adapt, translate, rent, lease, sublicense, loan, resell for profit, distribute, time-share, or create any derivative works of the Materials nor allow or sell access to the Materials, or use the Materials for the benefit of, any distributor, reseller, sub licensor, aggregator, or remarketer of any kind, including any other coaches or course providers. Client may not offer to a third party any sample of the Materials, including media, and will reproduce the legends on any reproductions.

USE OF MATERIALS: Client has the right to inspect, review, or approve any photograph, recording, or other written material that identifies Client such as use of name, photograph, or voice, in whole or in part, and the right to approve the use and medium of publication prior to use by Coach. Upon approval, Coach has Client consent to use such material in publication or reproduction in mediums for the purposes of public relations, education, advertising, marketing, training, and research. Consent includes use by Coach without restriction or limitation as to time or geographic boundary. Client hereby waives all rights they may have to any claims or demands for payment or royalties in connection with the use of any of such materials, regardless of the purpose of such use or publication, and regardless of whether a fee is charged or collected by Coach for any product and/or service in connection with such use and publication. Client understands that Coach owns all rights in and to any such derived photograph, recording or testimonial, including any copyright and/or trademark relating to such use.

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.

DISPUTE RESOLUTION: The Coach and Client shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement. If the Coach and Client are not able to resolve the dispute, then either Party may bring an action arising out of or relating to this Agreement exclusively in a court of competent jurisdiction in Queens County, New York. By execution and delivery of this Agreement and such other documents executed in connection herewith, each Party hereby accepts the exclusive jurisdiction and venue of the aforesaid courts. Coach and Client waive any defense of inconvenient forum to the maintenance of any action or proceeding in the County of Queens, State of New York. This contract is to be governed under the law of the State of New York in the United States of America.

SEVERABILITY WAIVER: 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. 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.

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

Coach Name: Sam Sundius

Coach Signature: _____

Client Name: _____

Client Signature: _____

Effective Date: