

# COACHING AGREEMENT

## I. Parties:

### a. Client:

i. Address:

ii. Phone Number:

iii. Email:

b. Coach: New Eras Wellness

c. Certifications CWC No.1241161512 CHW No.001585

II. **Term of Service.** The term of this Coaching Agreement is for \_\_\_\_ consecutive months and begins on the date the Client executes this Agreement by signing below (“Effective Date”).

III. **Scheduling and Fees.** Client agrees to pay Coach a non-refundable one-time payment of \_\_\_\_ on or before the Effective Date and the balance due at the end of the month based on the following services rendered each month. If rates change before this agreement has been signed and dated, the prevailing rates will apply. The Parties will mutually agree upon a time and location for each meeting. Client shall contact Coach at (phone number) to schedule all meetings or Coach may contact Client to schedule meetings.

a. \_\_\_\_ minute In Person meeting fee: \_\_\_\_

b. \_\_\_\_ minute Community Visitation fee: \_\_\_\_

c. \_\_\_\_ minute Telehealth fee: \_\_\_\_

d. Coach may also be available to Client on a pro-rated basis rate of \$150 per hour, including but not limited to things such as, attending sporting events, reviewing documents, reading or writing reports, and engaging in other client related services outside of coaching hours.

IV. **Description of Coaching Services:** Coaching is a working partnership relationship (defined as an alliance, not a legal business partnership) between Coach and Client through a thought-provoking and creative process that inspires Client to maximize personal and professional potential. It is designed to facilitate the creation and development of personal, professional or business goals and to develop and carry out a plan for achieving those goals through movement.

## V. Coach-Client Relationship

a. Coach agrees to maintain the ethics and standards of behavior established by the international Coaching Federation “(ICF)” (*Coachfederation.org/ethics*). The Parties agree the ICF Code of Ethics and the applicable standards of behavior must be reviewed.

b. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decision, choices, actions, and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. Client agrees Coach is not and will not be liable or responsible for any actions or inactions, or for 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, medical disease or any other diagnosis.

c. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including but not limited to, 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 the Clients responsibility.

d. Client acknowledges that coaching does not involve the diagnosis or treatment of any medical disorders or diseases, or 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 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 Parties.

e. 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.

f. Client agrees to disclose all food, supplement or any other allergy to Coach. Client agrees that Coach is not responsible or any allergic reactions to any food or supplement recommendations made by Coach.

VI. **Confidentiality.** This coaching relationship, as well as all information Client shares with Coach as part of this relationship (whether oral or written), 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 profession) and thus communications are not subject to the protection of any legally recognized privilege. Coach will not disclose any information pertaining to the Client without Client's written consent. Coach will not disclose Client's name as a reference without Client's consent. *Confidential Information* does not include information that: (a) was in the Coach's possession prior to it 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; (e) the Coach is required by Statute, lawfully issued by subpoena, or by court order to disclose; (f) is disclosed to Coach and as a result of such disclosure 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. Client also acknowledges their continuing obligations to raise any confidentiality questions or concerns with Coach in a timely manner.

VII. **Release of information.** Coach engages in training and continuing education pursuing and/or maintaining ICF 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 their name, contact information and start and end dates of coaching shared with ICF staff members and/or other third parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared.

Client Agrees \_\_\_\_\_ Client Refuses \_\_\_\_\_

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.

VIII. **Cancellation Policy.** If Client cancels any scheduled meeting(s) or call(s), Client shall notify Coach 24 hours in advance of the scheduled meeting or call. Coach reserves the right to bill Client for any missed meeting or call where Client does not provide 24 hour notice. Coach will attempt in good faith to reschedule the missed meeting or call.

IX. **Record Retention Policy.** Client acknowledges Coach has disclosed the record retention policy with respect to documents, information and data acquired or shared during the term of the this Agreement. Such records will be maintained by Coach in an electronic health record format for no longer than 5 years after the expiration of this Agreement.

X. **Termination.** This Agreement may be canceled by Coach: (1) for Client's failure to pay Coach in accordance with Section III of this Agreement; (2) in the event of fraud or material misrepresentation by Client of any fact or circumstance relating to effectively carrying out the Coaching Services; (3) if Client is 30 minutes or more late to 5 meetings; or (4) in the event that Coach, in their sole discretion, determines the relationship between the Parties has become dangerous, unhealthy, or unsafe. Either Party may terminate this Agreement at any time with 30 days written notice. Client agrees to compensate Coach for all coaching services rendered up to the date of termination.

XI. **Limited Liability.** Except as expressly provided in this Agreement, Coach makes no guarantees, representation or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. Coach shall not be liable to Client for any indirect, consequential or special damages. Coach's liability for any breach of this Agreement is limited to Client's actual economic damages.

**XII. 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. After the 30 days, the Parties agree that any dispute between them arising out of this Agreement must be resolved by binding arbitration within 90 days of when the Parties select an arbitrator. Any such arbitration shall be administered by the Cincinnati Bar Alternative Dispute Resolution Services in accordance with its then current Expedited Arbitration Rules. The Arbitration shall occur in Hamilton County, Ohio. A single (1) arbitrator agreed upon by the Parties will decide and render an award within fifteen (15) days after the close of evidence in the arbitration proceeding. The Parties agree that the arbitration award will be final and binding, and that judgment will be entered in any court of competent jurisdiction in Hamilton County, Ohio. Any Party may seek immediate judicial intervention to prevent any unauthorized use or disclosure of the Confidential Information of the Party bringing such action. The Parties agree that each Party is responsible for their own attorney's fees. The breaching Party will reimburse the non-breaching Party for all liabilities, costs, and expenses, including reasonable attorney's fees incurred in connection with the breach of this Agreement or the enforcement of this Agreement.

**XII. Severability.** If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

**XIII. Assignment.** This Agreement shall be binding upon the Parties and their respective successors and assigns.

**XIV. Waiver.** The failure of either Party to enforce any provisions of this Agreement shall not be constructed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

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

**XVI. 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 representation. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

By signing below, the Parties hereby enter this Agreement as of the Effective Date.

**COACH:**

**CLIENT:**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*(Name – Please Print)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*(Name – Please Print)*

\_\_\_\_\_  
*Effective Date*