

# Coaching Agreement

This Agreement is entered into as of \_\_\_\_\_ between Jill Tinlin (Coach) of Jill Tinlin Coaching, LLC and \_\_\_\_\_ (Client), whereby Coach agrees to provide coaching services for the Client.

## Description 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, professional, or business goals and to develop and carry out a strategy/plan for achieving those goals.

## Navigate Life's Transitions with Confidence Turning Obstacles into opportunities

## Coach-Client Relationship

- Coach agrees to maintain the [ethics and standards of behavior](#) established by the International Coach Federation (*ICF*). It is recommended that Client review the ICF code of Ethics and the applicable standards of behavior.
- 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 Coach is not and will not be liable or responsible for any actions or inactions, 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.
- Client further acknowledges that they may terminate or discontinue the coaching relationship at any time, understanding that there are no refunds for unused sessions.

- Client acknowledges that coaching is a comprehensive that may involve different areas of his or her life, including work, faith, 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 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.
- The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open feedback and assistance and to create the time and energy to participate fully in the program.

## Services

The parties agree to engage in a Coaching Program through online and/or in person meetings. Coach will be available to Client by e-mail in between scheduled meetings and will respond during normal business hours within two business days.

## Schedule and Fees

This coaching agreement is valid as of \_\_\_\_\_ . The fee is paid in advance and/or according to the payment plan based on the package selected. The calls/meetings shall be determined by the package. If rates change before this agreement has been signed and dated, the prevailing rates will apply. All sessions must be used within six months of this coaching agreement.

## Refund and Cancellation Policy

The refund policy in effect for the term of this Agreement is as follows: There are no refunds after the first session. Missed sessions will count as used sessions. Sessions not used within six months from signing this agreement are null and void. Appointments may be rescheduled 12 hours in advance of the appointment for any reason.

## Procedure of Meetings

The of the coaching meetings will be determined by Coach and Client based on a mutually agreed upon time and location, such as Zoom. It is expected that the client and coach arrive promptly at the scheduled time.

## Confidentiality

This medical and legal 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 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 protections of any legally recognized privilege. the Coach agrees not to disclose any information pertaining to the Client without the client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

Confidential Information does not include information that:

1. was in the Coach's possession prior to its being furnished by the Client;
2. is generally known to the public or in the Client's industry;
3. is obtained by the Coach from a third party, without breach of any obligation to the Client;
4. is independently developed by the Coach without use of or reference to the Client's confidential information; or
5. the Coach is required by statute, lawfully issued subpoena, or by court order to disclose;
6. 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
7. 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.

## Release of Information

The Coach engages in training and continuing education pursuing and/or maintaining Coaching Credentials. That process requires the names and contact information of all Clients for possible verification by coaching certification bodies. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with staff members and/or other 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 the coaching profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coaching professional development and/or consultation purposes.

## Limited Liability

Except as expressly provided in this Agreement, the coach makes no guarantees, representations or warranties of any kind or nature, expressed 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.

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

## 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. 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.

## 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.

## Waiver

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

## 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.

## Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns. Please sign this Client Agreement prior to the first scheduled coaching meeting.

Signed:

