

Coaching Contract

This contract (the "Contract") is between [NAME] (the "Client") and Reconnect Coaching (the "Coach").

The Contract is dated [DATE].

1. WORK AND PAYMENT.

- **1.1 Nature of Work.** The Client is hiring the Coach to develop a coaching relationship between the Client and Coach in order to cultivate the Client's personal, professional, or work goals and create a plan to achieve those goals through stimulating and creative interactions with the ultimate result of maximizing the Client's personal and/or professional potential.
- **1.2 Schedule.** The Coach will begin work on **[START DATE]** and will continue until the work is completed. This Contract can be ended by either Client or Coach at any time, pursuant to the terms of Section 3, Term and Termination.
- **1.3 Procedure.** The time of the coaching meetings and/or location (either in-person or via video conferencing) will be determined by the Coach and the Client based on a mutually agreed upon time.
- **1.4 Payment.** The Client will pay the Coach an hourly rate of [\$ USD].
- **1.5 Invoices.** The Coach will invoice the Client after each session. The Client agrees to pay the amount owed within 14 days of receiving the invoice.
- **1.6 Cancellation Policy.** If the Client is more than 15 minutes late to an appointment, the Coach will assume that the appointment is canceled, and the Client will be responsible for the full coaching session fee. If the Coach is more than 15 minutes late to an appointment, the Client may assume that the session is canceled, and the Client shall not be responsible for any payment for that session. The Client agrees to cancel or reschedule an appointment at least

24 hours in advance, without a change fee. Any changes or cancellations within 24 hours are subject to a fee of 50% of the coaching session fee.

1.7 Support. The Coach will be available by email in between scheduled sessions.

2. DUTIES AND RESPONSIBILITIES OF THE CLIENT AND COACH.

- A coaching relationship is a partnership between two or more individuals. Both the Client and Coach must uphold their obligations for the relationship to be successful.
- The Coach agrees to maintain the ethics and standards of behavior established by the <u>International Coaching Federation</u>.
- The Client is responsible for creating and implementing his/her own physical, mental and emotional wellbeing, decisions, choices, actions and results. As such, the Client agrees that the Coach is not and will not be liable for any actions or inaction, or for any direct or indirect result, of any services provided by the Coach.
- The Client understands coaching is not therapy, does not substitute for therapy if needed, and does not prevent, cure, or treat any mental health issue or medical disease.
- The Client understands that coaching is not to be used as a substitute for professional
 advice by legal, mental, medical or other qualified professionals and will seek
 independent professional guidance for such matters. If the Client is currently under the
 care of a mental health professional, the Coach will recommend that the Client inform
 the mental health professional of the coaching relationship.
- The Client agrees to communicate honestly, be open to feedback, and create the time and energy to participate fully in the coaching relationship.

3. TERM AND TERMINATION.

This Contract is ongoing until it expires or the work is completed. Either party may end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 7 days. The Contract officially ends once that time has passed. The party that is ending the Contract must provide notice by taking the steps explained in Section 9.4. If either party ends this Contract before the Contract automatically ends, the Client will pay the Coach for the work done up until when the Contract ends.

4. CONFIDENTIAL INFORMATION.

- **4.1 Overview.** This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, while not considered a legally confidential relationship (like in medicine or law), is still bound to confidentiality by the International Coaching Federation (ICF) Code of Ethics.
- **4.2** The Client's Confidential Information. While working for the Client, the Coach may come across or be given Client information that is confidential. This is information is private. The

Coach promises to treat this information as if it is the Coach's own confidential information. The Coach may use this information to do their job under this Contract, but not for anything else. The only exceptions are if there is an imminent threat of serious injury to the Client or someone else or if the Client gives the Coach written permission to use the information for another purpose. The Coach promises that they will not share confidential information with a third party, unless the Client gives the Coach written permission first. The Coach must continue to follow these obligations, even after the Contract ends.

The Coach's responsibilities only stop if the Coach can show any of the following: (i) that the information was already public when the Coach came across it; (ii) the information became public after the Coach came across it, but not because of anything the Coach did or didn't do; (iii) the Coach already knew the information when the Coach came across it and the Coach didn't have any obligation to keep it secret; (iv) a third party provided the Coach with the information without requiring that the Coach keep it a secret; or (v) the Coach created the information on their own, without using anything belonging to the Client.

- **4.3 Release of Information.** The Coach engages in training and continuing education to maintain ICF credentials. That process requires the names and email address of all Clients for possible verification by the ICF. By signing this agreement, you agree to have **only** your name, email address, and start and end dates of coaching shared with the ICF for the sole purpose of verifying coaching hours for the credentialing process. No personal information, nor anything discussed in a coaching conversation, will ever be shared with others.
- **4.4 Third-Party Confidential Information.** It's possible the Client and the Coach each have access to confidential information that belongs to third parties. The Client and the Coach each promise that they will not share with the other party confidential information that belongs to third parties, unless they are allowed to do so. If the Client or the Coach is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

5. LIMITATION OF LIABILITY.

Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract.

6. INDEMNITY.

- **6.1 Overview.** This section transfers certain risks between the parties if a third party sues or goes after the Client or the Coach or both. For example, if the Client gets sued for something that the Coach did, then the Coach may promise to come to the Client's defense or to reimburse the Client for any losses.
- **6.2 Client Indemnity.** In this Contract, the Coach agrees to indemnify the Client (and its affiliates and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of: (i) the work the Coach has done under this Contract; (ii) a

breach by the Coach of its obligations under this Contract; or (iii) a breach by the Coach of the promises it is making in Section 3 (Representations).

6.3 Coach Indemnity. In this Contract, the Client agrees to indemnify the Coach (and its affiliates and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by the Client of its obligations under this Contract.

7. GENERAL.

- **7.1** Assignment. This Contract applies only to the Client and the Coach. Neither the Client nor the Coach can assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), without first receiving the other's written permission.
- **7.2 Arbitration.** As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this Contract, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules.
- **7.3 Modification; Waiver.** To change anything in this Contract, the Client and the Coach must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.
- **7.4 Signatures.** The Client and the Coach must sign this document using Bonsai's e-signing system. These electronic signatures count as originals for all purposes.
- **7.5 Governing Law.** The validity, interpretation, construction and performance of this document shall be governed by the laws of Arizona in the United States of America.
- **7.6 Entire Contract.** This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.