

Coaching Agreement

This Agreement is entered into by and between: Dr. J. Keith Brown, Coach and _____ (Client) whereby Coach agrees to provide Coaching Services for Client focusing on the follow _____. This service is: A) _____Power Hour 1-1 Session, _____Power Package (4 weeks).

Description of Coaching: Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in faith, thought, and creative process that inspires the client to maximize personal potential. It is designed to facilitate the creation/development of personal goals and to develop and carry out a strategy for achieving said goals.

1) Coach-Client Relationship

- A.** Coach agrees to maintain high ethics and standards of behavior.
- B.** Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her 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 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.
- C.** Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.
- D.** Client acknowledges that coaching is a comprehensive process that may involve different areas of his/her life. 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.
- E.** 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 any 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.
- F.** 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.

2. Services

The parties agree to engage in a ____1 hour (Power Session) or ____1 hour for 4-weeks (Power Package) Coaching Program through a phone call (Zoom is sometimes possible if preferred.) Coach will be available to Power Package Clients by e-mail in between scheduled meetings as defined above. Coach may also be available for additional time, per Client's request on a prorated basis of \$100 per session (available to Power Package Clients only). What's more, Client should expect a weekly text from Coach after each session as a quick touch-base follow-up.

3. Schedule and Fees

- A) This coaching agreement is valid as of _____ (First Month, Day, and Year for Package Clients/Date of Signature for single Power-Hour Clients).
- B) The calls shall be 60 minutes. If rates change before this agreement as been signed and dated, the prevailing rates will apply.
- C) Refund: If after the first Package session, Client is not satisfied with the coaching, Client may cancel the contract for full refund. This does not apply to single Power Hour Clients.

4. Procedure

The time of the coaching will be determined by Coach and Client based on a mutually agreed upon time. The Client will initiate all scheduled calls and will call the Coach at the following number for all scheduled meetings (704-616-5400). Client will not share this number nor contact this number except for coaching session. Client does have permission to respond to texts sent by the Coach.

5. Confidentiality

This 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 principles of confidentiality that is standard for the profession. 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. 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: (a) was in the Coach's possession prior to its 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; or (e) the coach is required by statute, lawfully issue 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/her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

6) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach 5 hours in advance of the scheduled call. Coach reserves the right to bill Client for a missed session. Coach will attempt in good faith to reschedule the missed meeting.

7) Termination

Either the Client or the Coach may terminate this Agreement at any time with 1 week written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

8) Limited Liability

Except as expressly provided in the 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 the 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.

9) 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.

10) 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.

11) Severability

If a 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 of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, without giving effect to any conflicts of laws provisions.

13) Binding Effect

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

Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching session. Retain one copy for your records and either e-mail to thekeithbrown@gmail.com or mail to *Dr. J. Keith Brown, 836 1st Street NE, Hickory, NC 28601.*

Client:

Name _____

Address: _____

Signature: _____ **Date:** _____

Coach:

Dr. J Keith Brown (*constitutes signature*)