

Client Agreement Form

Agreement between: Carol Locke, (Coach), PO Box 14405, Durham, NC 27709-4405 and [clientFirstName] [clientLastName] (Client) whereby Coach agrees to provide Coaching Services for the Client.

Welcome!

Coaching is a partnership that requires open and honest communication to be successful.

Coaching is a creative process that inspires the client to maximize personal and professional potential.

As your coach, I will bring attentive listening, understanding, belief in you and commitment to your success. You can expect me to challenge you, offer fresh perspectives, make requests, assign occasional homework and acknowledge your wins.

If I ever say or do anything that upsets you or does not feel right, please bring this to my attention immediately. My objective is to have a coaching relationship that is open, honest, and trusting.

Responsibilities

Coach agrees to maintain the ethics and standards of behavior set by the International Coach Federation "(ICF)". www.coachfederation.org/ethics

Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, 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. 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 understands that coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and 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 agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in the program.

Services

The parties agree to engage in a Coaching Program through Zoom video conference service provided by the Coach. For local clients, arrangements can be made to meet in person. If you wish to connect with me in between sessions with a challenge, success, or an inquiry, I will make every attempt to respond to your call or email within 24 hours on weekdays. Please limit these quick check-ins to 15 minutes.

Fees

This coaching agreement is valid as of [date]. The fee is currently [amount] for a [4 or 6]-month Coaching Program.

The calls/meetings shall be up to 60 minutes every two weeks. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

Procedure

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The calls will be done via Zoom video conference service and the Coach will provide connection details. If any other method is to be used for a scheduled call, the Client will be notified prior to the scheduled appointment time.

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 to confidentiality by the ICF Code of Ethics but is not considered a legally confidential relationship (like in Medicine or Law). 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 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; or (e) that the Coach is required by law to disclose.

Release of Information

The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by the ICF. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with ICF staff members and/or other parties involved in this process for the sole purpose of verifying the coaching relationship; no personal notes will be shared.

Client Agrees (initials) _____

Client Refuses (initials) _____

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, further coach professional development and/or consultation purposes.

Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings in the event of a cancellation. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

Record Retention Policy

The Coach will maintain client records (documents, information and data acquired or shared during the term of the Coach-Client relationship) in a format of the Coach's choice (print and/or digital/electronic) for a period of not less than 1 year from the end of the Coach-Client relationship.

Termination

Either the Client or the Coach may terminate this agreement at any time with two weeks 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.

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.

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 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 or 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 North Carolina, without giving effect to any conflicts of law provisions.

Binding Effect

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

Coach, Carol Locke, Prism Coaching, LLC, P.O. Box 14405, Durham, NC 27709

Client, [client name, title, address]

Thank you!

If we agree to use CoachAccountable (software that will support our coaching relationship), you will be asked to digitally sign this agreement prior to the first scheduled coaching meeting.

If we are not using CoachAccountable, please return a signed copy of this Client Agreement prior to the first scheduled coaching meeting. Please retain a signed copy for your records.

You can mail it to:

Coach Carol, Prism Coaching, LLC, P.O. Box 14005, Durham, NC 27709

If you choose to email a scanned copy to CoachCarol@prismcoaching.com, I invite you to ensure that copy is a locked PDF and that you send the unlock code via a separate email to ensure your confidentiality.

Client Name/Title:

Signature:

Date:

Coach Name:

Signature:

Date: