



# ADDJUST COURSE

## Addjust Course Coaching Agreement

This Agreement is entered into by and between: Meredith Schultz, Addjust Course (Coach) and (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 and professional potential. It is designed to facilitate the creation/development of personal goals that may include professional or business growth and to develop and carry out a strategy/plan for achieving those goals.

### **1) Coach-Client Relationship**

A. 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 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.

B. Client further acknowledges that they may terminate or discontinue the coaching relationship at any time.

C. The Client acknowledges that the sessions are not to be recorded without the explicit permission of the Coach. Doing so will risk the trust relationship between the coach and client and may result in terminating the coaching relationship.

D. Client acknowledges that coaching is a comprehensive process that may involve different areas of their life, including work, 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.

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 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.



# ADDJUST COURSE

## 2) Services

The parties agree to engage in an ongoing Coaching Program through on-line appointments. Coach may be available to Client by e-mail and voicemail between scheduled meetings for clarification of their previous session topics or for follow up. Daily texts are also a service option for an additional fee. Coach may also be available for additional time, per Client’s request on a prorated basis rate of \$90/hr (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

## 3) Schedule and Fees

The fee structure is \$90 per 60-minute session and \$120 per 90-minute session. Discounts may be offered for purchasing packages of services up front or for subscribing to services. If rates change before this agreement has been signed and dated, the prevailing rates will apply. Fees may be increased without notice, but all prepaid services will be provided at the original rate paid.

The refund policy is as follows: All individual services are refundable up to 24 hours before the appointment time. You may also choose to rebook instead of refund any service up to 24 hours in advance. For cancellations within 24 hours of the service, there are no refunds. Each client will have 2 free-pass rebooks per year, from their coaching anniversary date, for services that do need to be cancelled within 24 hours. There will be no refund or rebooking for no-call, no-show missed appointments.

For services where the client arrives late: Coach agrees to hold the space for up to 15 minutes after the scheduled appointment and the Client will have access to the remainder of that hour. After 15 minutes from the start of the service, if the Client has not contacted the Coach, the Coach will consider the appointment complete.

### Refunding full price services.

Refund = (95% of total amount paid\*)

\*5% of the total amount paid will go to covering transaction fees.

### Refunding partially used packages and subscriptions.

Packages are good for 90 days. They are designed to give discounts to weekly clients. If a client does not use all 5 sessions in 90 days, they forfeit the remaining session(s). If the coaching relationship is broken before 90 days and there are remaining services on the package, the following refund will be offered.

Refund for packages and subscriptions =

(95% of total amount paid\*) – (number of sessions used x full price of sessions).

\*5% of the total amount paid will go to covering transaction fees.

Packages Sample: \$400 was paid for the package of (5) 60 minute sessions and (3) were used.

Refund = (400\*.95) - (3\*90) = \$110

Subscription Sample: \$350 was paid for the monthly subscription and (1) session was used.

Refund = (350\*.95) - (1\*90) = \$242.50



# ADDJUST COURSE

## **4) Procedure**

The Client is responsible for scheduling all desired coaching sessions. Coaching availability is provided in the Client Portal and the Coach will let the client know of any conflicts before approving the service. The link to the online meeting will be provided after the client has booked services.

## **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 considered confidential by the Coach. 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. Confidential Information does not include information that:

- (a) is generally known to the public or in the Client's industry;
- (b) is independently developed by the Coach without use of or reference to the Client's confidential information; or
- (c) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose;
- (d) 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
- (e) 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.

## **6) Release of Information**

The Coach may engage in training and continuing education pursuing ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by 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 and necessary purpose of verifying the coaching relationship, no personal notes will be shared.

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.

## **7) Cancellation Policy**

Client agrees that it is the Client's responsibility to notify the Coach 24 (number of) hours in advance of the scheduled service. Coach reserves the right to bill Client for a missed meeting.

## **8) Termination**

Either the Client or the Coach may terminate this Agreement at any time with 24 hour 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.



# ADDJUST COURSE

## **9) 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.

## **10) 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.

## **11) 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 (certain amount of time such as 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.

## **12) 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.

## **13) 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.

## **14) Applicable Law**

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

## **15) Binding Effect**

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns. E-signature or online acknowledgement by Client will be sufficient for creating a binding agreement.