**Be You Leadership 2022 Coaching Agreement**

This Agreement is entered into by and between Traycee Mayer, Executive Coach at Be You Leadership, (Coach), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Client) whereby Coach agrees to provide Coaching Services for Client.

**Description of Coaching:** Coaching is 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, professional, or business goals and to develop and carry out a strategy/plan for achieving those goals. The role of the coach is to help the client stay true to their goals, objectives, and commitments. A coach is a catalyst. A coach does not develop people, a coach equips people to develop themselves.

**1) Coach-Client Relationship**

**A.** 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.

**B.** Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

**C.** Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her 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.

**D.** 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.

**E.** 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 **Coaching Program for a specified time outlined here:** (tbd)

**The program includes** (tbd, details here.)

a. **Character Strengths Assessment** –. With 5 or more paid sessions and under agreement the questions represent a starting point for the dialogue to elicit the Client’s perspectives, observations, and work-life related experiences. The results will be combined into a qualitative summary of what is working and needs work in the Client’s character, authenticity, and leadership. The findings of the assessment will be reviewed in a one-on-one meeting to help develop the participant’s coaching goals.

b. **Coaching Sessions** – the Coach will arrange virtual private meetings and/or travel to the Client’s location for pre-arranged and in-person coaching sessions. These sessions will be approximately 1 hour long, and may include one-on-one coaching dialogue, meeting observation, dialogue with direct reports, peers, managers etc. and other activities to be determined.

c. **Mid-point Check-ins** – the Coach will be available to the Client by email or text in-between scheduled meetings and will respond to messages within 48 hours. Coach will also be available for short communication and support for 30 days post engagement. Coach may also be available for additional time, per Client’s request on a prorated basis rate of $500 per hour (for example, reviewing documents, reading, or writing reports, engaging in other Client related services outside of coaching hours).

**3) Schedule** **and** **Fees**
This coaching agreement is valid as of (tbd, enter here). The fee schedule is:

|  |  |  |
| --- | --- | --- |
| Service | Fee | Billing |
| Leadership Assessment |  |  |
| Coaching Package\*All individual and group sessions will be pre-paid prior to engagement and charged against the appointment 24 hours prior to each appointment. |  |  |

The following expenses are reimbursable by Client for actual costs incurred for each in-person visit:

All fees and receipts for additional expenses such as out of area travel or additional assessments will be submitted to Client to be paid with net 14 terms. A late fee of $75 may be assessed on each delinquent payment.

**4) Procedure**

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. In-person meetings will take place in a private room of the Client’s choosing when meeting in-person in (XXX) or other Client location. In-person meetings in the Orange County Area will take place at a predetermined location or virtually. Video conference calls will take place via Zoom link at (XXX)

**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 the principles of confidentiality. 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 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) the Coach is required by statute, lawfully issued 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 or 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 48 hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting. 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 2 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.

**8) 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.

**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 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.

 **12) 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.

**13) Applicable Law**This Agreement shall be governed and construed in accordance with the laws of the State of California without giving effect to any conflicts of laws or provisions.

**14) Binding Effector**

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

Please sign and return this Client Agreement prior to the first scheduled coaching meeting.

Signature: Date:

Address:

 2022