



## COACHING AGREEMENT

The Coaching Agreement (The “Agreement”) is entered into \_\_\_\_\_ ( the “Effective Date”), by and between \_\_\_\_\_ with an address of \_\_\_\_\_, (the “Client”), and Gina Moreno Wilson of Las Vegas, Nevada, USA, (the “Coach”), collectively the “Parties”.

**Purpose of Agreement:** The purpose of this Agreement is to develop a coaching relationship between the Parties in order to cultivate the Client’s personal, professional, and/or business goals and create a plan to carry out those goals with stimulating and creative interactions with the ultimate goal of maximizing the Client’s personal and/or professional potential (“Coaching Services”).

The Parties agree as follows:

1. **Coaching Goals:** Client wishes to obtain Coach’s services in order to achieve the following goals / to maximize the following area of his/her life:

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2. **Coaching Fees:** In exchange for coaching services, Client agrees to pay Coach the hourly fee as posted on Coach’s website, [ginamorenowilson.com](http://ginamorenowilson.com), unless any other fee arrangement has been reached between Parties, in which case it is indicated here:

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3. **Coaching Schedule:** Client shall book all appointments online on Coach’s website. If client needs to cancel or reschedule, he/she agrees to do so also on the website at least 24

hours prior to the appointment to avoid being charged for the session. Coach will not be available by phone call or email outside of scheduled sessions.

4. **COVID:** During 2021 all one-on-one coaching will be conducted virtually. Exception after May 1, 2021: Should local Las Vegas client be fully vaccinated and want to schedule an in-person session, Client may reach out through the Contact page to make arrangements. In such case, Client needs to bring vaccination card to appointment.
5. **Coach – Client Relationship: Duties and Responsibilities:** A business and/or life coaching / mentoring relationship is an agreement between two or more parties or entities. This is not a legal partnership, rather it is more like a student/teacher, or coach/athlete relationship. Each party must uphold their obligations for it to be most successful.
  - a. Coach agrees to maintain the ethics and standards established by International Coach Federation.
  - b. Client agrees to communicate honestly, to be open to feedback and suggestions, and to fully engage in the coaching process.
  - c. Client understands and agrees that coaching is a comprehensive process that may explore all areas of his/her life, including work, finances, health, relationships, and personal values, but it is ultimately each Client's decision how he/she incorporates coaching into every aspect of life. It only works for you if you work for it.
  - d. Client is solely responsible for implementing techniques and suggestions learned through coaching, and each individual client's results will and do vary.
6. **Confidentiality:** Unlike group coaching, FB groups, workshops etc., individual coaching sessions are one on one and therefore Client may have a reasonable expectation of privacy as to the personal details of their lives which are discussed. Techniques, suggestions etc., as part of broader online courses, are not private or confidential. Be Advised also that the Coach – Client relationship is not protected by legal confidentiality, like doctor-patient, therefore a coach could be legally compelled to divulge otherwise confidential information.
7. **Cancellation Policy: Client agrees to provide NO LESS than 24 notice of change or cancelation to avoid a no-show fee of \$50.**
8. **Termination of Agreement:** Either party may terminate this Agreement at any time with 10 days written notice to the other party via email or contact page.
9. **Limited Liability:** Coach makes no guarantees, representations or warranties, express or implied, with respect to the coaching services negotiated, agreed upon and rendered, including, but not limited to, regarding content and/or results. 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 coaching services rendered through and including the termination date. Client agrees that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by the Coach.

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 or agreements. This Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.
11. **Dispute Resolution and Legal Fees:** In event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees.
12. **Legal and Binding Agreement:** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding between Parties both in the United States as well as internationally. The Parties each represent that they have the authority to enter into this Agreement. Parties must be 18 or over to enter into Coaching, or 16-17 with parental consent.
13. **Severability:** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
14. **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.
15. **Applicable Law:** This Agreement shall be governed and construed according to the laws of the state of Nevada without giving effect to any conflict of laws provisions.

**The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:**

“COACH”

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

“CLIENT”

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_