**The Sacral Chakra Experience Agreement**

This Agreement is entered into by and between Coach Bilal Hayles and (Client) whereby Coach agrees to provide Coaching Services for Client focusing on the following:

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.

**1) Coach-Client Relationship**

 **A.** Coach agrees to maintain the ethics and standards of behavior established by the (Accredited Coaching Body).

**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 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.

**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.

**2) Services**

The services to be provided by the coach to the client are coaching or tele-coaching, as designed jointly with the client. Coaching, which is not advice, therapy, or counseling, may address specific personal projects, business success, or general conditions in the client’s life or profession. Other coaching services include value clarification, brainstorming, identifying plans of action, examining modes of operating in life, asking clarifying questions, and making empowering requests.

Throughout the working relationship the coach will engage in direct and personal conversations. The client can count on the coach to be honest and straightforward in asking questions and making requests. The client understands that the power of the coaching relationship can only be granted by the client—and the client agrees to do just that: have the coaching relationship be powerful. If the client believes the coaching is not working as desired, the client will communicate and take action to return the power to the coaching relationship.

**3) Schedule and Fees**

The initial Coaching session will be paid for at the beginning of the session. It is during this time, based in information provided by the client, and the insight of the Coach, the future sessions will be scheduled. This will be scheduled in a minimum of three months, one session per month.

This agreement, between Coach and the above-named client will begin on and will continue for a minimum of three months. The fee for the initial meeting is $\_\_\_ and the fee for the initial three months is $\_\_ per month, payable in advance each month.

The services to be provided by the coach to the client are coaching or tele-coaching, as designed jointly with the client. Coaching, which is not advice, therapy, or counseling, may address specific personal projects, business success, or general conditions in the client’s life or profession. Other coaching services include value clarification, brainstorming, identifying plans of action, examining modes of operating in life, asking clarifying questions, and making empowering requests.

Upon completion of the three months, coaching will convert to a month-to-month basis. The client and coach agree to provide one another with a fourteen-day notice in the event it is desired to cancel further services. It should be noted that an average of four weeks per month is used in calculating the monthly fee.

The calls/meetings shall be \_\_\_ (length of call or meeting for example 45 minutes). If rates change before this agreement has been signed and dated, the prevailing rates will apply.

**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. The Client will initiate all session contact with the Coach using a link provided in an email sent from the Coach, to join a Zoom Meeting.

**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 (12) twelve 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) Record Retention Policy**

The Client acknowledges that the Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach’s choice (print or digital/electronic) for a period of not less than (7) seven years.

**8) Termination**

Either the Client or the Coach may terminate this Agreement at any time with (2) 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.

**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) Applicable Law**

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

**12) Binding Effect**

Our signatures on this agreement indicate full understanding of and in agreement with the information outlined above.

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 meeting. Retain one copy for your records and email the other to:

Coach Name and Email Address: Date:

Client Name and Email Address:

Client Signature: Date:

**SEE NEXT PAGE FOR The Sacral Chakra Experience AGREEMENT – TERMS AND CONDITIONS OF SERVICE**

**The Sacral Chakra Experience Agreement – Terms and Conditions of Service**

**Please review these forms, then complete, sign and return by email within 48 (forty-eight) hours of your first coaching session. Failure to comply will results in not being able to use your entire 50 (fifty) minutes of session time for actual coaching.**

1. I understand that a Coaching Session is a total of 50 (fifty) talk time and 10 (ten minutes of preparation.)
2. I agree that sessions will end on time or I will be billed for entire next session.
3. I agree to make and pay for all calls, to include video and internet should rates apply.
4. I agree to pay all coaching fees prior to the session.
5. I agree to commit to finishing any assigned work before my next session.
6. I understand I am fully responsible for my well-being during my calls, to include all choices and decisions.
7. I understand that I need to exercise the same level of confidentially that my Coach extends to me during the sessions.
8. I have read, understood and signed the information presented in the The Sacral Chakra Experience Agreement.
9. I have read and understood the terms outlined in this contract.
10. I authorize Bilal Hayles as owner of The Sacral Chakra Experience, to deduct that amount specified from my credit/debit card ending in \_\_\_\_ for Life Coaching. Payment for first session will be taken at the beginning of that session to minimize exposure of billing/payment information.

Client Name and Email Address:

Client Signature: Date:

Coach Name and Email Address: Date: