COACHING AGREEMENT

This Coaching Agreement constitutes a contract between The Moore Center, LLC ("Coach") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Clients ") for coaching services ("Coaching”).

Coaching is a collaborative process with an ongoing relationship between the Clients and the Coach. The Coaching supports the Clients in establishing new behaviors. Coaching is strengths-based, forward-looking, and collaborative. The Coaching agenda is developed and implemented in partnership between the Clients and Coach. The role of the Coach is to help the Clients progress toward achieving a goal. The Clients and Coach agree to engage fully in the coaching experience.

1. ACKNOWLEDGEMENT: Clients acknowledge 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 Clients agree that deciding how to handle these issues, incorporating coaching principles into those areas, and implementing choices are exclusively the Clients’ responsibility.
2. LIMITATION OF SERVICES: Clients are 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 and their Coaching interactions with the Coach. As such, the Clients agree 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. Clients understand Coaching is not therapy, does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease. Clients acknowledge 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 Clients’ exclusive responsibility to seek such independent professional guidance as needed. If Clients are currently under the care of a mental health professional, it is recommended that the Clients promptly inform the mental health care provider of the nature and extent of the Coaching relationship agreed upon by the Clients and the Coach. Coaching is also not professional or financial advice, and any decisions or actions the Clients may take in that regard are done without the Coach's advice or recommendation and are purely the Clients' responsibility. Coaching does not promise a cure or offer any guarantee of results or improvement of any condition or situation.
3. CONFIDENTIALITY. The Coaching relationship, as well as all information (documented or verbal) that the Clients share with the Coach as part of this relationship, is bound by the principles of confidentiality. The Coach may reveal aspects of content shared during Coaching sessions with other Coaches solely for the purposes of supervision and/or consultation; the Coach will not reveal the Clients' identity. The Coach/Clients 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. However, in the interest of maximizing participation by the Clients in Coaching, the Coach agrees not to disclose any Confidential information pertaining to the Clients without the Clients' written consent. Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Clients; (b) is generally known to the public; (c) is obtained by the Coach from a third party, without breach of any obligation to the Clients; (d) is independently developed by the Coach without use or for reference to the Clients' confidential information; (e) is necessary in the Coach's sole discretion, to be disclosed or is required to be disclosed in legal situations, by statute, lawfully issued subpoena, or by court order; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes, in their sole discretion, there to be an imminent or likely risk of danger or harm to the Clients or others, and (g) involves illegal activity. The Clients also acknowledge his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.
4. PROCEDURE and FEES: Coaching sessions are scheduled at the mutual convenience of the Coach and the Clients, usually for one hour each week. The day and time for the next session will be scheduled at the close of each session, regularly scheduled, or sessions can be scheduled via phone or email. The standard fee is $100.00 per 60-minute session. The Coach and the Clients will decide on a mutually agreeable timetable and method of payment. The Clients agree that it is the Clients' responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings if they need to reschedule Coaching Services. The Coach will attempt in good faith to reschedule the missed meeting. If the Clients do not attend the session for which they are scheduled and the Clients have failed to provide the required notice under this Paragraph, the fees for the missed meeting are due.
5. TERMINATION: Either the Clients or the Coach may terminate this Agreement at any time with 2 week written notice. Clients agree to compensate the Coach for all Coaching services rendered through and including the effective date of termination of the coaching relationship.
6. DISCLAIMER, RELEASE AND WAIVER: The Clients acknowledge and agree that the Coach is not a healthcare provider and that it is not the role or responsibility of the Coach to make decisions for a participant or to provide medical, financial, or other advice or recommendations. The Clients acknowledge and agree that the Coach is not liable or responsible to The Clients or to anyone else for actions taken or decisions made as a result of Coaching. Such actions are solely the Clients' responsibility. The Clients, and their personal representatives, successors, and assigns ("Releasors"), fully and knowingly release the Coach and its employees, volunteers, officers, directors, representatives, insurers, and agents ("Releasees") from and against any liabilities, claims, and damages associated with the Clients' participation in Coaching and the Releasors agree to hold the Releasees harmless from, any claim, loss, liability, damage or expense related in any way to the Coaching the Clients receive from the Coach.
7. ENTIRE AGREEMENT: This document reflects the entire agreement between the Coach and the Clients, 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 Clients.
8. DISPUTE RESOLUTION: If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Clients and Coach agree to attempt to mediate in good faith for up to (a 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.
9. 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.
10. 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.
11. APPLICABLE LAW: This Agreement shall be governed and construed in accordance with the laws of the State of Maine, without giving effect to any conflicts of laws provisions.

The Coach and the Clients have read this Coaching Agreement and agree to the above-stated terms.

Signature of The Moore Center, LLC

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

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

Signature of Client(s):

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

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