

Rusty Nokes Coaching Agreement

This Agreement is entered into by and between: Rusty Nokes CARC I & CARC II, Address 550 Heimer Rd., San Antonio, Tx 78232 and _____ (Client Name),

_____ (Client address) whereby Coach agrees to provide Coaching Services for Client focusing on the following:

List the 3 main goals that you would like to achieve through coaching:

1.

2.

3.

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.

1) Coach-Client Relationship

A. Coach agrees to maintain the ethics and standards of behavior established by the National Board of Addiction-Recovery Professionals (NBARP) Professional Practice Code.

It is strongly recommended that the Client review the NBARP Professional Practice Code and all applicable standards of behavior.

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 the 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 parties agree to engage in Coaching Sessions for an ongoing and indefinite term.

The parties agree to engage in Coaching Sessions through the following session formats:

- in-person
- telephone
- Zoom

Coach may not be available to clients in between scheduled meetings.

If client thinks they have a medical, psychiatric or other emergency they should call 911

3) Schedule and Fees

A. Client agrees to pay the following amount per 60 minute session:

25 30 35 **40** 45 50 55 60 65 70 75 80 85 90 95 100 105 110 115 120 125 130 135

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*Clients who choose below \$40 on the sliding-scale above will be required to provide documentation of financial hardship.

B. Client agrees to attend Coaching Sessions

- weekly
- bi-monthly
- other:

As needed _____

At the following time: _____, time zone: _____

And on the following calendar schedule:

- Mondays Tuesdays Wednesdays Thursdays Fridays Saturday Sundays
- other schedule:

C. Client agrees to pay for all sessions in advance by the following payment method:

- Cash
- Check
- Paypal or other electronic source: _____
- Credit Card: _____
- Other: _____

D. The refund policy in effect for the term of this agreement is as follows:

Session fees will not be refunded. In the event that Client cancels a coaching session with a minimum of 24 hours notice, Client's prepaid fee will be applied to the rescheduled session. In the event that Client does not cancel a coaching session with a minimum of 24 hours advance notice, Client's prepaid fee will be lost.

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 Coach will initiate all scheduled zoom meetings/calls and will give the client the zoom ID and password the day of the 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 set forth in the NBARP Professional Practice Code. 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.

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) Release of Information

The coach engages in training and continuing education pursuing and/or maintaining NBARP sanctioned CARC (Certified Addiction Recovery Coach) credentials. That process requires the names and contact information of all clients for possible verification by the NBARP. By signing this agreement, you agree to have your name, contact information and start and end dates of coaching shared with NBARP and/or ARCS (Addiction Recovery Counseling Services, LLC) staff members:

Client Name: _____

Client Cell: _____

Client email: _____

Client Address: _____

6) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach **24 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 years.

9) Termination

Either the Client or the Coach may terminate this Agreement at any time with a **1 week** notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

10) 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.

11) 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.

12) 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 is 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.

13) 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.

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 in accordance with the laws of the State of Texas without giving effect to any conflicts of laws provisions.

16) Binding Effect

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:
coachrustynokes@gmail.com

CLIENT:

Client Name (print) _____ Date: _____

Client Signature: _____ Date: _____

Coach name (print) _____ Date: _____

Coach Signature: _____ Date: _____