****Train-Your-Hair

 **Coaching Agreement**

This agreement is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Coach”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”) on this \_\_\_\_ day of \_\_\_\_, 20\_\_. Both parties agree to the following:

**Coach-Client Relationship – Duties & Responsibilities:**

A coaching relationship is a partnership between two or more individuals or entities. The coaching relationship is strengths-based, forward-looking, and collaborative. This relationship is not a legal partnership, instead it is more like a teacher-student relationship. The Client recognizes that coaching is not therapy, counseling, or consulting. The Client recognizes Coaches do not diagnose or treat disorders. The coaching experience supports the Client in establishing new behaviors.

The Hair Coach will provide hair tips, recommendations, techniques and practices for preventing hair breakage and growing long relaxed, healthy hair based on her own hair experiences over the last 10 years. A Hair Coach is not a licensed or unlicensed hair expert, hair stylist, barber, or cosmetologist. Hair coaching is a collaborative process between the Client and Coach. Each Party must uphold its obligations for the coaching relationship to be successful. The role of the Hair Coach is to help the Client progress toward achieving a hair goal.

* + The Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation (IFC), an internationally recognized standard for coaching.
	+ The Client and Coach agree to engage fully in the coaching experience.
	+ The Client agrees to communicate honestly, share pertinent information, remain open to feedback and suggestions, and to fully engage and devote oneself to the coaching process.
	+ The Client acknowledges and agrees that coaching is a comprehensive process that may explore different areas of the Client’s life, including work, finances, health and relationships, but it is ultimately the Client’s decision how the Client incorporates coaching into each aspect of life.
	+ The Client is solely responsible for implementing the techniques discovered through coaching.
	+ The Client is responsible for the outcomes of the coaching journey, and success will depend on how they implement the advice and guidance of the Coach

**Confidentiality and Data Protection**:

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 ICF Code of Ethics. The Coach agrees to keep all conversations and information with the Client private and confidential, as allowable by law. No personal information will be shared with anyone without the Client’s express permission. Exceptions may be made if there is an imminent threat of serious injury to oneself or someone else**.** 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.

**Coaching Commitment:**

By entering into this relationship, the Client and Coach acknowledge that the Client desires to make a behavioral change or some type of improvement in his or her hair journey. Behavioral change often takes time to implement and sustain. The pace of hair progress is uncertain and varies amongst individuals.

**Coaching Session Procedures:**

Coaching sessions will occur through video conference by appointments only. The Coach and Client agree to adhere to established appointment times. The Coach and Client agree to begin and finish all appointments on time. If the Client is more than 15 minutes late to an appointment, the Coach will assume that the appointment is cancelled and the Client will still be responsible for the full coaching fee. If the Coach is more than 15 minutes late to an appointment, the Client may assume that the session is cancelled and the Client shall not be responsible for any payment for that session.

**Payment Details and Coaching Fees:**

The Client will pay the Coach for the performance of the Services (hereinafter referred to as “the Fee”). Fees are payable at the time of scheduling. Payments are made offline thru Zelle, Venmo or Cashapp; payment information listed on website. The Client will be responsible for any fees incurred from insufficient funds through the listed methods of payment.

Coaching packages and fees are outlined in Schedule 1:

**Schedule 1: Coaching Packages & Fees**

|  |  |  |
| --- | --- | --- |
| **Individual Coaching Packages** |  **Duration** |  **Price** |
| Bootcamp PROGRAM |  2 hours |  $399 |
| Bootcamp COURSE |  1 hour |  $199 |
| Question and Answer session  |  30 mins |  $99 |

Coaching packages:

1. Train-Your-Hair Bootcamp PROGRAM (individual session)
	* 1. includes **TWO** check-in 15-minute TELEPHONE sessions after scheduled coaching session; Client can schedule check-in sessions at anytime
2. Train-Your-Hair Bootcamp COURSE (individual session)
	* 1. includes **ONE** check-in 15-minute TELEPHONE session after scheduled coaching session; Client can schedule check-in sessions at anytime

Check-in calls by Client will occur by telephone only. Check-in phone calls will be scheduled online at [www.train-my-hair.com](http://www.train-my-hair.com). The number of check-in calls depends on the coaching package selected by Client.

Check-in calls outside the package are charged $1 per minute.

The Client can contact Coach by telephone or email for general questions only. Client understands to give Coach 48 hours to respond to phone call or email.

Contact information:

PHONE: 443-695-1540

EMAIL: trainyourhair@yahoo.com

WEBSITE: train-your-hair.com

**Scheduling, Rescheduling and Cancellation policies:**

The coaching sessions vary from 30 minutes to 2 hours depending on the coaching package purchased by Client.

Coaching sessions are scheduled online at [www.train-my-hair.com](http://www.train-my-hair.com). The entire cost of the selected package is due at the time of scheduling. 50% of the cost of the selected package is used as a deposit to secure the appointment date and time. The deposits are non-refundable.

The Client agrees to cancel a coaching session at least 24 hours in advance to avoid paying the remaining balance of the selected coaching package. The Client agrees to reschedule a coaching session at least 24 hours in advance. Any cancellations or requests for rescheduling less than 24 hours are subject to the full charge of the session unless there is a justifiable reason at the discretion of the coach.

**Refund policy:**

The Client agrees that the deposit paid at the time of scheduling is non-refundable. The Client will not have to pay the remaining balance of the selected coaching package if Client cancels coaching session at least 24 hours in advance.

**Termination of Agreement**

Either party may terminate this Agreement at any time at least 24 hours in advance of scheduled coaching session with a written notice to the other party’s email addresses, however, deposits are non-refundable.

Client’s email address:

**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. The 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.

**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.

**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 both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

**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 enforceable, 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.

**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.

**Applicable Law:**

This Agreement shall be governed and construed in accordance with the laws of the state where both Parties reside, without giving effect to any conflicts of laws provisions. If the Parties reside in different states, this Agreement shall be governed and construed in accordance with the laws of the State of Maryland

, without giving effect to any conflicts of laws provisions.

**Dispute Resolution and Legal Fees**

In the 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, including, but not limited to its attorneys’ fees.

The Parties agree to the terms and conditions set forth in this agreement as demonstrated by their signatures and date below:

Client Signature Date



Coach Signature Date

