**Her Coaching | Richelle Molaro Coaching Agreement**

In consideration of the mutual covenants, and upon the conditions, set forth herein, this is an agreement between Nadine Moffatt (“Coach”) and you (“Client”). By this agreement, Client retains Coach to provide personal and/or professional coaching services to Client on the following terms.

**COACH ROLE:**

1. I will listen, question, and give feedback. I will assess where you are now and where you have come from. I will support you in setting your goals and taking actionable steps towards achieving them.

2. We can’t guarantee results in life as these are dependent upon us creating the change we need to achieve them. I will do my best to help you reach the goals you set for yourself, but the ultimate responsibility lies with you taking responsibility for the success you want.

3. I will ask you to work on various issues between sessions by assigning thought-provoking and inspiring journal assignments, homework, action items, and other coaching tools. It is your decision to carry out these coaching requests or not.

4. Developing trust is of the utmost importance and trust cannot be developed without confidentiality. Please know, anything you share with me will be kept strictly confidential.

**CLIENT ROLE:**

1. Make your coaching a priority in your life. Make sure you give yourself time each week to complete coaching requests.

2. Acknowledge that you are committed to moving forward to a more positive life. You are taking responsibility for the effects of your thoughts, feelings and actions, and recognize that blaming others is not helpful.

3. Be open to play, experimentation and trying something new. Be willing to look at your patterns and beliefs and change what isn't working. Do not expect to get the answers right away, but instead be willing to play around with what works and what doesn't work for you.

**Acceptance of Coaching Agreement**

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS COACHING AGREEMENT BY ANSWERING ‘YES’ TO HIRE COACHING SERVICES FROM BECOMING STILL.

**PROCEDURE**

You will have pre-scheduled sessions. These sessions are completed via Zoom video calls.

**CHANGES**

 Please keep all of your appointments, consistency is important. To reschedule your call, please give me 24 hours’ notice. If you have an emergency, we’ll work around it as best we can. If you miss an appointment (no show, no call) we will speak on the next scheduled appointment and you will forfeit that session.

**CONFIDENTIALITY**

I commit to keeping all client information strictly confidential in order to encourage candor and genuine exchange of thoughts, concerns, and solutions. When coaching occurs under an organizations’ sponsorship, confidentiality is waived if the coach sees a threat of self-harm, sexual harassment, or work-place violence.

**PERSONAL RESPONSIBILITY**

I know that, as the Client, I am personally responsible for the actions I take. As such, I do not hold Becoming Still or its owner liable for consequences of my actions or absence of actions.

**NATURE OF RELATIONSHIP**

The Client understands that the coaching relationship is not psychotherapy, psychological counseling, or any type of therapy; nor is it a substitute for these services. In the event the Client feels the need for professional counseling or therapy, it is the responsibility of the Client to seek a licensed professional who can provide these services. If the Coach believes that such services will be valuable to the Client, the coach may recommend them. It is the responsibility of the Client, if currently in therapy or otherwise under the care of a mental health professional, to consult with the mental health care provider regarding the advisability of working with a coach and to make such person aware of the decision to proceed with the coaching relationship. The Client understands that the coaching relationship is not to be used as a substitute for professional advice by legal, medical, accounting, financial, business, or other qualified professionals. The Client is responsible for seeking independent professional guidance for legal, medical, accounting, financial, business, or other matters. Client understands and acknowledges that all decisions in these areas are exclusively the Client's and that any decisions and actions regarding them are the sole responsibility of the Client.

**WAIVER**

Client acknowledges and agrees that during the services Coach may ask Client questions that may be personal, challenging, or disturbing. Client acknowledges and agrees that Client is fully responsible for physical, mental and emotional well-being during coaching sessions, and is fully responsible for any actions, choices and decisions made as a result of the coaching. Client waives and releases any claims arising or results from Coach's questions, suggestions, advice and from actions, choices and decisions made by the Client. This waiver does not apply to conduct or actions outside the scope of the coaching services.

**MUTUAL NON-DISCLOSURE**

The Coach and Client mutually recognize that they may discuss future plans, business affairs, customer lists, financial information, job information, goals, personal information, and other private information. The Coach will not voluntarily communicate the client's information to a third party. In order to honor and protect the Coach's intellectual property, the client likewise agrees not to disclose or communicate information about the Coach's practice, materials, or methods to any third parties.

**CONFIDENTIALITY**

Coach acknowledges that he or she may obtain confidential personal and/or business information from Client and agrees to keep and maintain such information confidential and not to disclose or use such information without Client's prior written consent. In order to provide you with the highest quality of service your Coach reserves the right to discuss and receive coaching on certain topics anonymously and hypothetically with other coaches for said purpose.

**EXCEPTIONS**

Exceptions where the Coach may make a disclosure include

1) If the Client shares information that gives the Coach reasonable cause to believe there are threats of serious harm to the Client him/herself or others.

2) If the Coach's records are subpoenaed or other law requires disclosure.

3) Some means of communication, such as wireless telephones and e-mail may be not secure from eavesdropping, so if you agree to their use you are indicating your agreement to utilize a communication medium that may not be confidential.

4) to prevent the Client from committing a criminal or fraudulent act or to mitigate or rectify such conduct.

5) to secure legal advice about the coach's compliance with this agreement.

**TERMINATION OF SERVICES**

Although coaching is a comprehensive process, Client may terminate at any point. Coaching Services are billed after every session and termination of coaching services by Client is not subject to refund of outstanding sessions. Sessions are non-transferable.

**DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to this agreement, or the breach of this agreement, shall be settled by arbitration, which will occur via telephone by an arbitrator that we mutually agree upon. The costs of the arbitration shall be shared equally between the parties.

**INDEMNIFICATION**

Each party agrees to indemnify, defend, and hold harmless the other party and its agents, officers, and employees from and against any and all liability expense, including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, financial or business losses, or property damage arising from such party's performance or failure to perform its obligations hereunder.

**DAMAGE LIMITATION & LIQUIDATED DAMAGE**

The parties agree the Coach is not a guarantor or insurer and that it would be extremely difficult and impractical to fix actual damages to Client, if any, from Coach's failure to perform. Therefore, if Coach is found liable for any loss or damage under this agreement (except for Fraud), Coach's liability shall be limited to the lesser of the total payments made under this contract or the last six months payments.

**NATURE OF AGREEMENT**

This Agreement shall, in all respects, be governed by the laws of the Province of Ontario applicable to agreements executed and to be performed within Ontario.

This Agreement constitutes the entire understanding and agreement of the parties and no amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

Full name [Type here]

Signature [Type here]

Date [Type here]

Email address [Type here]

Do you agree to these Coaching Terms and Conditions? [Type here]

You must agree to continue.