

# TRANSFORMATIONAL LIFE COACHING

P.O. Box 18223 Missoula, MT 59808 (406) 370-8043

www.Transformational-Life-Coaching.com Tahani@Transformational-Life-Coaching.com

# **Coaching Agreement**

This Agreement is entered into by and between _	(Client) at
	(Client's address) and <b>Tahani Vulpis, Life</b>
Coach, Transformational Life Coaching, LLC,	<b>P.O. Box 18223, Missoula, MT 59808</b> (Coach)
whereby the Coach agrees to provide Coaching S	ervices for the Client.

# **Description of Coaching**

Coaching is a 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/or professional potential. It is designed to facilitate the creation/development of personal, professional, and/or business goals and to develop and carry out a strategy/plan for achieving those goals.

### **Coach-Client Relationship**

The Coach agrees to maintain the ethics and standards of behavior established by the International Coaching Federation (ICF) (coachingfederation.org/ethics). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

The Client is solely responsible for creating and implementing their own physical, mental, and emotional well-being, decisions, choices, and actions and any and all results arising out of or resulting from the coaching relationship and the coaching meetings 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. The Client understands that coaching is not therapy, does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

The Client acknowledges that coaching is a comprehensive process that may involve different areas of their 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 implement choices is exclusively the Client's responsibility.

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The 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 their mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

There may be times when the Coach feels that the Client is not currently ready for a coaching relationship or that the Client and Coach are not a good fit for each other at this point in time. The Client understands that if this is the case, the Coach will inform the Client of this and will refund all unused fees the Client has paid.

The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance, and create the time and energy to participate fully in the program.

#### Services

The parties agree to engage in asession coaching package/single session (circle the proper one)
Coaching Program. The Coach may be available to the Client by email and voicemail in between
scheduled meetings as requested by the Client and authorized by the Coach. The Coach may also be
available for additional time, per the Client's request and as authorized by the Coach, arranged and paid
for in advance, on a pro-rated basis rate of \$49 for each quarter hour, billed in 15-minute increments.

#### **Schedule and Fees**

This coaching agreement is valid as of (date	of Client's signature). The fee is
\$149 for a single session, \$499 for a package of four sessions, or $\_$	for a package of
sessions (circle the appropriate one), paid in full at least three full da	ays in advance of the single session
or the first meeting of the package. The meetings will be up to an he	our long. Once the Agreement is
finalized, the fees listed here will apply for the duration of the contra	act regardless of whether listed fees
have changed on the website.	

#### **Procudures**

The Client will book their first session or each single session through Transformational Life Coaching, LLC's website, <a href="www.Transformational-Life-Coaching.com">www.Transformational-Life-Coaching.com</a>. If a package is purchased, the Coach will book the remaining sessions on an ongoing weekly basis until the term of the package is completed.

If the meeting is by phone, the Client will initiate all scheduled calls and will call the Coach at (406) 370-8043 for all scheduled meetings. If the Coach will be at any other number for a scheduled call, the Coach will notify the Client prior to the scheduled appointment time. If the Coach does not answer, the Client should not leave a message for the Coach, since the Coach may not hear the message on time.

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Instead, the Client should wait at least a full minute before trying again, since the Coach might be wrapping up with a prior client.

If the meeting is via Zoom, the Coach will initiate the meeting online with a link sent to the Client's email address before the meeting is scheduled to begin.

If the Client has not joined the session within 15 minutes, the meeting is forfeit and the coach may charge for a full-fee meeting.

# **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 ICF Code of Ethics. 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. Except as legally required, the Coach agrees not to disclose any information pertaining to the Client, including the Client's name as a reference, 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; (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/or (g) involves illegal activity. The Client also acknowledges their continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

(Optional) The Coach engages in training and continuing education pursuing and/or maintaining ICF credentials. That process requires the names and contact information of clients for possible verification by ICF. By initialing below, the Client agrees to have only their name, contact information, and start

### Release of Information

	g shared with ICF staff members and/or other parties involved in this process y purpose of verifying the coaching relationship. No personal notes will be proper space:
Client Agrees	Client Refuses
have their session recor recorded. The Client u	oses of the above-referenced training and credentialing, the Client agrees to ed by the Coach. At any time, the Client can ask for a session not to be derstands that their coach may share or discuss these recordings with their own edentialing purposes. Otherwise, they will be kept safe and held confidential.
Client Agrees	Client Refuses

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According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, coach professional development, and/or consultation purposes.

# **Cancellation, Rescheduling, and Refund Policy**

The cancellation and rescheduling refund policy in effect for sessions for the term of this Agreement is as follows: For a single session, full refund if canceled at least three full days before the scheduled session. Once a package is purchased, the schedule of the meetings may be adjusted with three full days notice, but no refund will be issued. The Coach will consider emergency exceptions on a case-by-case basis.

The Client agrees that it is the Client's responsibility to notify the Coach three days in advance if they cancel or reschedule a meeting. If the Client does not honor this deadline, the Coach reserves the right to charge for the full missed or canceled session. The Coach will consider emergency exceptions to this policy on a case-by-case basis.

#### **Termination**

Either the Client or the Coach may terminate this Agreement at any time with two weeks' written notice (three days for single sessions). For single sessions, the Coach will fully reimburse the Client for any payment made outside of the three-day limit. For packages, the Client is responsible for full payment for the package if cancellation is within the two-week limit. The Coach will consider emergency exceptions to this Termination policy on a case-by-case basis.

### **Record Retention Policy**

For legal purposes, records, documents, information, and data will be maintained by the Coach in a format of the Coach's choice for a period of not less than eight years after the final session date with the Client.

# **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/or 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.

### **Entire Agreement**

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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 and signed by both the Coach and the Client.

# **Dispute Resolution**

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and the 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.

### 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.

### 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 compliance with every provision of this Agreement.

## **Applicable Law**

This Agreement shall be governed and construed in accordance with the law of and under the jurisdiction of the State of Montana, without giving effect to any conflicts of law provisions.

### **Binding Effect**

This Agreement shall be binding upon the parties herto and their respective successors and permissible assigns.

This Agreement may be executed in several parts which, taken together, constitute one formal, legally binding document.

Client:		
Client's Name, Printed		
Client's Signature	Date Signed	
Coach:		
Tahani Vulpis (Henion), Life Coach		
Coach's Signature	 Date Signed	
Transformational Life Coaching, LLC P.O. Box 18223 Missoula, MT 59808		

Please print a copy of this Agreement, sign and date it, scan it, and return the scanned copy to the Coach via email (<u>Tahani@Transformational-Life-Coaching.com</u>) at least three full days prior to the first scheduled coaching meeting. The Coach will then sign and date the agreement, scan it, and return it to the Client via email.