

Legal Limitations

This Agreement is entered into by and between: Jay De La Garza (M.S.), Sustainable Sunshine LLC and _____ (Client).

Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client designed to facilitate the creation/development of personal goals and to develop and carry out a strategy/plan for achieving those goals.

By signing this document, the client agrees to the following:

1. Client is 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 relationship and their coaching sessions. 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 coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental health issue.
2. The Client understands that participating in coaching makes no guarantees that there will be progress of any kind. The coach can make recommendations and give advice, but ultimately the Client is responsible for their behavior, or lack thereof, and any consequences, good or bad, that result from that behavior.
3. Client further acknowledges that they may terminate or discontinue the coaching relationship at any time.
4. 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 implementing choices is exclusively the Client's responsibility.
5. The Client understands that personal progress, as defined by the client, may upset habitual patterns of one's life which may disrupt, cause conflicts in, or lead to the discontinuation of certain relationships.
6. The client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association, DSM-5, or ICD-10, 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.

7. 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.

Schedule & Fees:

This coaching agreement is valid as of 06/08/2021. The fee is \$80 per coaching hour (50-55 minutes), unless a different agreement has been made in writing between you and your coach.

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. 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) The Client also acknowledges their continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

Please see the HIPAA Privacy Notice for more on confidential handling of client information.

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

Cancellation Policy:

Client agrees that it is the Client's responsibility to notify the Coach 60 hours in advance of the scheduled calls/meetings. The coach reserves the right to bill the Client for a missed meeting, or a meeting that was canceled/rescheduled without a proper notice (60 hours ahead of time).

Termination:

Either the Client or the Coach may terminate this Agreement at any time with 2 weeks written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

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.

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.

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 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 of Oklahoma, without giving effect to any conflicts of laws provisions.

Binding Effect:

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

Your signature affirms that you have read and agree to the terms in this document.

Sign Name

Date

Print Name