

COACHING AGREEMENT

1. **Services**

Coaching is a professional, paid service conducted by regularly scheduled phone (in person) sessions that can help you to learn new skills and make significant behavior changes. **I, the Coach**, will assist you by listening carefully and offering nonjudgmental feedback, thinking through decisions, and asking questions to help you gain clarity, and support you by offering accountability, affirmation, and an action plan through the implementation phase, in order to help you achieve your goals for life and work. **As the client**, you will set the agenda for our coaching conversations. I expect you to evaluate your own progress, and to be proactive in the goals you have defined. **Coaching does not offer any guarantee of success.**

2. **Payment Procedure**

I am paid in advance of our coaching sessions (individual, monthly, packages) via credit card through PayPal. The first coaching session will begin after this agreement is signed and the first payment is received.

3. **Cancellations**

If you need to cancel or change the time of a coaching session I will need **24 hours** notice in order to not charge you or deduct the time from the package for that session. With advance notice of more than 24 hours, you will not be charged, nor will time be deducted and/or I will make every effort to reschedule with you. If there is an emergency and you are not able to give me 24 hours, then you need to let me know ASAP and we can attempt to reschedule the session within a week. If I need to cancel for illness, travel, or emergency, I will make every effort to give you adequate advance notice and to reschedule with you.

4. **Termination**

Either of us may end the coaching relationship at any time, with one week verbal or written notice. I would like to offer support to all the phases of your work with me as a coach, including when you decide to leave coaching. I can best support your decision to leave if you give me several sessions' notice prior to actually leaving. The notice allows you to leave well, having an experience of completions.

5. **Confidentiality**

I protect the confidentiality of all communications with my coaching clients. I will only release information about our work to others with your written permission. I will not release any identifying information about you or our work together without your express permission.

An additional note as a mental health professional: As a licensed therapist, there are some situations in which I am legally obligated to breach your confidentiality in order to protect others from harm, including if I have information that indicates that a child or elderly or disabled person is being abused, I must report that to the appropriate state agency and if a client is an imminent risk to him/herself or makes threats of imminent violence against another person, I am required to take protective actions. If such a situation does occur, I will make every effort to discuss it with you before taking any action.

6. **Definition of Coaching and Psychotherapy**

Although coaching can be confused with other professions, such as counseling, my work with you **will be coaching, not psychotherapy**. My coaching services are intended for well-functioning individuals who want to take action and make behavior changes in the service of their goals for life and work. Psychotherapy is a health care service that diagnoses and treats the symptoms of mental disorders.

As a mental health professional I believe that it is ethically inappropriate for me to be both coach and psychotherapist with a coaching client. If either of us recognizes that you have a problem that would benefit from psychotherapy, I will refer or direct you to appropriate resources.

7. **Nondisclosure and Intellectual Property**

I will not voluntarily communicate your future plans, business strategy, customer information, or financial information to any other third party. To protect my intellectual property, you agree not to disperse or reuse the coaching materials I **may** give you, unless you have my written permission.

8. **Hold Harmless Provision**

You understand that as your coach, I provide a variety of services as listed above to assist you in achieving your goals. I do not guarantee, and will not be responsible for any damage or loss related to, our coaching session. I do not bear responsibility for any consequence and in no event shall be liable for any direct, indirect, incidental, special, or consequential damages relating directly or indirectly to any action or inaction that you take based on the services offered, information provided, or other material obtained through our coaching.

9. **Other**

If, during our coaching sessions together, I learn of any illegal or grossly immoral dealings by you and/or your company, I will not be able to support this and we will have to terminate. So, please do not ask me to support or condone any illegal or immoral activity on your part. I hold high ethical standards for myself and for those I work with. (I have thus far never encountered this, but I leave this in as a precaution.)

I, _____, on this date _____, understand these coaching agreements with Cindy Kludt and agree to abide by the above agreements. I also understand that my electronic signature will temporarily act as a legal signing of this agreement until I can either mail you the agreement, scan and email, or fax the **signed** agreement. I also swear that I am 18 years of age or older and am responsible for the agreed upon payments.

Signed: _____