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Coaching Client Agreement

This Coaching Client Agreement (hereinafter "Agreement"), is made effective as of _____, by and between the following parties:

_____, hereinafter referred to as "Coach," having an address as follows:

_____
Email: _____

and _____, hereinafter referred to as "Client," having an address at

_____
Email: _____

RECITALS:

WHEREAS, Client is desirous of implementing coaching services into the Client's life, as discussed more fully below;

WHEREAS, Coach is skilled and capable in the areas Client needs and would like to coach Client;

NOW, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the Parties do hereby agree as follows:

Article 1 - SCOPE:

This Agreement sets forth the terms and conditions whereby Coach agrees to provide professional coaching Services (as described below). Coach will be engaged for the limited purpose of providing these Services to the Client.

Article 2 - NO EMPLOYMENT:

Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

Client may allow Coach to act as an authorized legal representative in certain circumstances under the terms of this Agreement, but such circumstances will be agreed to by both Parties in writing beforehand.

Article 3 - COACHING TERMS:

A coaching relationship between two Parties is essentially a relationship whereby the Coach assists the Client in meeting the Client's potential within the areas the coaching relationship is meant to focus on.

Client hereby acknowledges and agrees:

a.) Client is solely and exclusively responsible for the choices that Client makes with regard to this coaching relationship, as well as the Coach's recommendations and input;

b.) Client is solely and exclusively responsible for Client's own mental health, physical health, business decisions, and any other actions or inaction Client chooses to take;

c.) Coach is not liable for any result or non-result or any consequences which may come about due to Client's relationship with Coach;

d.) Coaching is not a therapeutic relationship or a medical one. Coach may not provide therapy or medical services and Client is responsible for procuring these services at Client's own will and discretion if needed.

Article 4 - DESCRIPTION OF SERVICES:

The Client hereby engages the Coach, and the Coach accepts such engagement to provide the following coaching services for the Client (hereinafter, the "Services"):

_____

Coach and Client will use the following methods of contact for meetings throughout the coaching relationship:

_____

Coach may agree in a separate, written document to expand the scope of Services to include additional tasks. Such written document may be informal, such as an email and will include additional fees, as applicable.

Article 5 - WARRANTIES:

Coach represents and warrants that Coach has the knowledge, skills, and experience necessary to provide the Services. Coach agrees that during the term of this Agreement, Coach will agree to provide the Services at the request of the Client.

Coach represents and warrants that Coach maintains a specific certification as follows: _____. Coach acknowledges and agrees that maintaining this certification is a material inducement for the Client to enter this Agreement.

Article 6 - NONEXCLUSIVITY:

Coach may be engaged or employed in any other coaching business, trade, profession, or other activity which does not place Coach in a conflict of interest with the Client. Client hereby explicitly acknowledges and agrees that Coach may be engaged or employed with any other business or industry, including, if applicable, Client's direct competitors.

Article 7 - AVAILABILITY & SCHEDULE:

Coach and Client agree to have coaching meetings on the following dates and times:

_____

The length of each coaching meeting shall be as follows: _____. The Parties agree to the following number of meetings total under this Agreement: 2.

Coach and Client may agree to a change of the schedule between them, through an additional written document. Coach and Client may also agree to adjust each meeting on a per meeting basis.

Article 8 - HOLIDAYS:

Coach will be unavailable on the following holidays:

_____

Article 9 - FEES AND EXPENSES:

Client will be billed through an invoicing system hourly, with invoices to be sent weekly.

The hourly rate for Coach will be as follows: $2 (two US dollars). The hourly rate will include all forms of communication, such as meetings, calls, emails, etc.

Payment will be made within the following amount of time after receipt of the invoice: _____. For past due invoices, a late fee of the following will apply:

_____

The Services will begin at the execution of this Agreement as well as when Coach receives the following retainer: $2 (two US dollars). Billing will be assessed against the retainer until it has been used up.

Article 10 - CANCELLATION & RESCHEDULE POLICY:

Client or Coach may, from time to time, need to cancel or reschedule any of the coaching meetings. If Coach is responsible for the reschedule, Coach will become available to Client as the soonest possible opportunity within ten (10) business days. If Client is responsible for the cancellation or reschedule, Client agrees to notify Coach no less than 24 hours prior to the scheduled meeting. If Client cancels or reschedules within the 24-hour period, Client agrees to pay the full amount required for the meeting, if requested by Coach (at Coach's sole and exclusive discretion). The Parties will then attempt to reschedule the meeting in good faith.

Article 11 - REFUND POLICY:

Client may be permitted a refund of monies spent under this Agreement in certain circumstances. The refund policy is as follows:

_____

Article 12 - RECORD RETENTION POLICY:

Coach and Client hereby acknowledge and agree that they have specifically discussed Coach's record retention policy. Coach will maintain communications, documents, information, and notes related to Client, in a manner most convenient for Coach, for the following time period: _____.

Article 13 - TAXES:

Client and Coach shall each be solely responsible for all of their federal, state, and local taxes.

Article 14 - RESPONSE TIME:

Client agrees to respond to Coach no later than the following amount of time after being reached out to for communication: _____.

In the event of an emergency or other similar conflict, Coach will give the Client as much notice as possible if there is the possibility of interruption to the Services, whether that interruption is temporary or long-term.

Article 15 - CONFIDENTIALITY:

The existence of this coaching relationship, as well as any information that Coach receives from Client, are to be fully and completely confidential under the terms of this Agreement. Client hereby acknowledges and agrees, however, that a Coach-Client relationship is not considered a legally confidential relationship and therefore communications between Coach and Client are not subject to any legal confidentiality requirement or privilege. Coach will not, however, disclose Client's name or any of Client's information without Client's consent, unless subject to a legal requirement, such as a court order, subpoena, or law enforcement inquiry. It will be the Client's responsibility to address any confidentiality issues with the Coach.

Confidential information under this Agreement shall specifically not include the following categories: (1) information that is generally known to the public or known to Client's specific industry, (2) information freely given by Client to any third-party; (3) information received by Coach from any source that is not Client; (4) information in Coach's possession prior to this contractual Agreement; (5) information developed independently by the Coach; (6) information which is received by the Coach from the Client but that

may imminently harm the Client or another individual; or (7) information about any illegal activity.

Article 16 - TERMINATION:

This Agreement will automatically terminate after the agreed-upon amount of coaching meetings have been completed. The Parties may choose to renew this Agreement, with all of its terms and conditions, by providing notice the following amount of time prior to the planned termination: _____. The notice must be in writing. If the Parties agree, this Agreement will continue for a term which is the exact same as the original term.

The Parties may also terminate this Agreement prior to its natural expiration under certain circumstances.

This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party. For a material breach, the Parties are required to give notice, in writing, specifying what the breach was, but do not have to give advance notice to terminate the Agreement.

This agreement will also immediately terminate upon the death of the Coach or Client, the inability of the Coach to perform the Services because of a sudden and medically-documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client in any manner, or the filing of any petition by or against the Client or Coach under federal or state bankruptcy or insolvency laws.

This Agreement may also be terminated by either Party in writing for any reason. Notice shall be given at least the following amount of time before termination: _____.

Upon termination, all fees and reimbursements shall be paid and provided to the Coach as they have accrued up to the date of termination.

Article 17 - INTELLECTUAL PROPERTY:

Coach and Client agree that all inventions, trade secrets, confidential and/or proprietary information, and work-product conceived, created or developed by each of the Parties, respectively, will be the sole and exclusive property of the Party to whom the information originally belonged. There shall be no transfer of intellectual property through this Agreement.

All copyrights, patents, trademarks, or other intellectual property shall stay with the

original Party owner.

Article 18 - PORTFOLIO USE:

As described above, Coach shall be permitted to use all produced items of work Coach's professional portfolio, if applicable, but may not use Client's name, likeness, or other identifying details without express written permission from the Client.

Article 19 - LIMITATION OF LIABILITY:

Coach's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the Coach. To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 20 - INDEMNIFICATION:

Coach and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, or damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

Article 21 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

Article 22 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the

Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the *Governing Law* provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Coach will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 23 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder: _____.

Article 24 - BENEFIT:

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, and assigns.

Article 25 - NO WAIVER:

No action or inaction of either Party shall constitute waiver of any of the terms of this Agreement. Waiver may only be executed explicitly in writing.

Article 26 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 27 -

Article 28 -

Article 29 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

Article 30 - ENTIRE AGREEMENT; MODIFICATION:

The agreement embodies the entire agreement between the Client and Coach relating to the subject matter hereof. This Agreement may be changed, modified, or discharged only if agreed to in writing by both parties.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Client:

_____

Signature:_____

Coach:

_____

Signature:_____