



# Client Service Agreement

This contract goes into effect upon commencement of our first session together.

The term Client is used to refer to the recipient of coaching services (you). The term Provider refers to the provider of coaching services (me). Collectively, all of the above people entering this Agreement will be referred to as the "Parties."

## Purpose of the Agreement

Client is interested in receiving coaching services. Provider has agreed to provide coaching services according to the terms of this Agreement.

## Services

Provider shall provide Client with the following services:

- Virtual coaching sessions by Zoom or phone
- Provide coaching in the form of thoughtful questions that clarify and advance Client's self-awareness, new perspectives, and ability to move forward where previously stuck
- Offer consulting, if desired, in the form of human behavior (neuroscience) tips, tools, techniques, and alternative perspectives to support Client through limiting beliefs, self-doubt, and frustration that may arise through their evolution of thoughts, beliefs, and self-awareness.
- Be mentally present for coaching sessions
- Be on time for coaching sessions or provide timely notice of delay to Client
- Provide a balance of support and challenge to move Client toward their desired outcomes

Client agrees to the following principles to maximize their success and progress

- Be mentally present for coaching sessions
- Be on time for coaching sessions or provide timely notice of delay to Provider
- Complete work between sessions
- Be honest with yourself and Provider about content related to coaching topic
- Bring forth any concerns about coaching experience to Provider in a timely manner, such that the concerns can be addressed timely
- Take appropriate steps to move forward and attain the outcomes you seek
- Be responsible for your well-being

## Location and Delivery of Services

Location. Provider shall deliver Services to Client via Zoom calls or phone calls.

Delivery of Services. Provider will provide all Services on the scheduled dates of appointments for the number of sessions purchased, unless otherwise specified in this Agreement.



### Cost, Fees, and Payment

Client shall pay the Total Cost to Provider on or before the first coaching session, unless otherwise agreed upon in writing. Sessions need to be scheduled inside of the rolling calendar year, from date of purchase, unless otherwise agreed upon in writing.

### Confidentiality

Coaching is a deeply confidential relationship between the Client and Provider. However, coaching communication is not protected in the same way a licensed mental health practitioner is protected and can be compelled by law enforcement.

### Intellectual Property

Throughout the course of our coaching relationship, Client may be given worksheets, guides, and tools for their personal development. These tools are the intellectual property of the Provider and shall not be published or released to anyone other than the Client, for the purposes of personal development.

### Limit of Liability

Indemnification. While coaching can be therapeutic, Provider is not a licensed mental or physical health professional and nothing that is said in the coaching session should be construed as medical advice. Client is responsible for their own wellbeing. As such, Client agrees to indemnify, defend, and hold harmless Provider and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Provider provides to Client.

Maximum Damages. Client agrees that the maximum amount of damages she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Provider.

### No guarantee of outcomes

Provider cannot guarantee any specific outcomes because outcomes are based on Client's desired direction and Client's effort.

### Testimonial consent

Client consents to Provider being able to share feedback about the Client's experience with the Provider on Provider's website or social media in a de-identified form.

### Cancellation, Rescheduling and No-Shows

The Client's appointment time has been reserved exclusively for the Client. If Client is late, we will end our session on time and not run over into the next person's session. If Client is unable to keep their appointment, please notify the Provider at least 24 hours in advance. No shows, without notice, will be treated as if the coaching session occurred, and the cost of the session will not be refunded or rescheduled.

Out-clause for both parties: if after three coaching sessions, the Client or the Provider believes they are incompatible for a coaching arrangement. Client will only pay for the three completed sessions and the



remainder of the purchase will be refunded. The cost of the three completed sessions is calculated based on total cost of package divided by total sessions purchased in that package (not including any bonus coaching sessions).

### Force Majeure.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities.

The Impacted Party shall give Notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 45 days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.

Failure to Perform Services. In the event Provider cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client and
2. Company will issue a refund or credit based on a reasonably accurate percentage of services rendered; and
3. Excuse Client(s) of any further performance and/or payment obligations in this Agreement.

### Appropriate Conduct/ Safe Working Environment:

The Client expressly agrees to take best efforts to provide Provider and Provider's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior toward Provider, the Provider will make reasonable efforts to notify the Client. If the Client is/are able to respond to the threatening situation in a reasonable amount of time, Provider shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client will agree to relieve and hold Provider harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the Provider's work. The Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether Provider resumes work detailed in this Agreement.



## General Provisions

**Governing Law.** The laws of Colorado govern all matters arising out of or relating to this Agreement, including torts.

**Severability.** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

**Notice.** Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent: email

**Merger.** This Agreement constitutes the final, exclusive agreement between the parties relating to the Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**Amendment.** The parties may amend this Agreement only by the parties' written consent via proper Notice.