



## Coaching Agreement

### 1. Definitions

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 health and wellness potential. It is designed to facilitate the creation/development of personal health and wellness goals and to develop and carry out a strategy/plan for achieving those goals.

**Your Name:** \_\_\_\_\_ ("You") **Coach Name:** Tonya Lewis, LPN, NBC-HWC (the "Coach")

**Your Email Address:** \_\_\_\_\_

**Fees:** \$ \_\_\_\_\_ based on a \_\_\_\_\_ session coaching commitment

**Session(s):** \_\_\_\_\_ per month for the duration of \_\_\_\_\_ months.

**Schedule:** The Session dates will be agreed monthly and booked in advance at the first Session.

**This Agreement is between:** You and Motivation Magnified LLC (the "Company")

### 2. Session and Fee Structure

The agreement is that the initial term is \_\_\_\_\_ months; thereafter moving onto a 'rolling month' basis if You wish to continue.

1. \_\_\_\_\_ Sessions per month of 50 minute length each (total \_\_\_\_\_ sessions).
2. The Sessions will be conducted via Zoom or phone unless otherwise agreed.
3. Sessions will take place on the same day/time each week, usually within the first 3 weeks of each month.
4. Payment will be due prior to any coaching being rendered by the Company's website or PayPal only, except where otherwise agreed.

I have read both pages and I confirm my understanding of this agreement and agree to the terms by signing below:

**You:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Motivation Magnified LLC:* \_\_\_\_\_  
(Authorized Signatory)

**Date:** \_\_\_\_\_

- 3. The Company's Commitment:**
- 3.1 The Company will provide the coaching Sessions through the Coach.
  - 3.2 The Company will provide coaching that is a professional client relationship designed to facilitate the creation and development of personal, professional or business goals and to develop and carry out a strategy/plan for moving towards those goals.
  - 3.3 E-mails are welcome between sessions if you would like to share a success, have urgent questions or an issue.
- 4. Your Commitment:**
- 4.1 You agree to pay the Company the Fees as set out in this Agreement and as per the invoice.
  - 4.2 You agree to call or meet the Coach at the specified times.
  - 4.3 You agree to be honest and open, to believe in yourself and to adopt a more enthusiastic and positive outlook on life from this moment onwards. You are truly committed to change and agree to take responsibility for your life, choices and actions.
- 5. Coaching:**
- 5.1 You enter into this Agreement with the full understanding that You are solely responsible for creating your own results. You understand that achieving your goals (in whole or part) cannot be guaranteed and no warranties are given.
  - 5.2 You are aware that coaching is **not** counselling, psychotherapy, psychoanalysis or any other form of mental health care treatment or therapy, nor is it to be used as a substitute for professional advice by legal, medical, financial, business or other qualified professionals.
  - 5.3 If appropriate, You will seek independent professional guidance in the areas indicated in 5.2 and You understand that all decisions and actions in these areas are Your sole responsibility.
- 6. Your Agenda:**
- 6.1 The Session agenda belongs to You. If the Session is not heading in the direction you would like, if the Coach ever says anything you don't feel comfortable with or if You have a concern with the way the Sessions are proceeding You will let the Coach know immediately.
- 7. Ethics and Confidentiality:**
- 7.1 The Company follows the coaching ethics supplied in the welcome pack. If for any reason You have not already received a copy of the coaching ethics and would like one please request this from the Coach.
  - 7.2 Any notes the Coach makes during the Session or about You are kept confidential.
  - 7.3 The Coach will not use or disclose the information You share with them during Your Sessions, except as authorized by You or as required by law.
  - 7.4 You understand that on occasion the Company may anonymously share generalized information for training or consultation purposes with other Coaching professionals. Your identity and any information that could lead to Your identification will remain entirely confidential.
- 8. Admin:**
- 8.1 The Session may be refused if payment has not been made as required by this Agreement.
  - 8.2 Where it is necessary for either You or the Coach to reschedule a Session this will be done by phone at least 24 hours before the scheduled Session.
  - 8.3 You will be charged for missed Sessions which are not rescheduled in accordance with this agreement, except in exceptional circumstances (at the Coach's discretion).
  - 8.4 If You are late for a Session, the Session will complete at the scheduled time.
- 9. Termination:**
- 9.1 You or the Company may cancel this Agreement in writing (by email or letter), giving at least 7 clear days notice.
  - 9.2 In the unlikely event that this Agreement is cancelled before all the Sessions You have paid for have been provided the Company will refund you according to the refund policy as follows:
    - If no sessions for the selected program have taken place and it is more than 24 hours before the first scheduled session refunds will be given at 100%.
    - If cancellations of an entire program occur less than 24 hours prior to the first appointment refunds will be given at 90%.
    - If cancellation of a program occurs prior to the 50% mark for the program, refunds will be prorated to reflect the Coaching hours that have taken place, minus a 10% charge on the remaining balance.
    - If cancellations occur anywhere past the 50% mark for the program, refunds will be prorated to reflect the Coaching hours that have taken place, minus a 30% charge on the remaining balance
  - 9.3 Upon termination of this Agreement the Company shall immediately cease to be liable to You in respect of the coaching Sessions.
- 10. General:**
- 10.1 In the event of You choosing to feel mental, physical or emotional distress (or related ailment or condition) which You believe to be related either directly or indirectly to the coaching Sessions You will not hold the Company liable for any loss or cost incurred by you (or any person related to you). You will indemnify the Company in the event of any such claim.
  - 10.2 Except as expressly set out in this Agreement the Company will have no liability to You. This Agreement reflects the entire agreement and understanding between You and the Company regarding the matters in this Agreement.

**Additional Notes - For the coaching to be as successful as possible:**

- Your intent to change and desire for change will be serious.
- You will make every effort to ensure You are at your peak mental, physical and emotional state for each Session.
- You are ready to work and receive feedback. You are willing to try new ways of learning, be honest and open, keep to your commitments and inform your coach immediately when things are not working for you.
- You are willing to explore, challenge and change thoughts, feelings and actions that you recognise as self-defeating.
- You understand your coach will be focused on you and your best interests as a whole, not just your goals.
- You are willing to give the coach the benefit of the doubt and wholeheartedly try new concepts or different ways of doing/approaching things.
- You recognise the value and worth of yourself and the investment you are making in your personal development.
- You understand the need to plan the relationship ending in advance to allow for a degree of closure and wrap-up.