



COACHING AGREEMENT

in a nutshell...

The legal version of this agreement starts on page two, but here is the gist:

- This Coaching Agreement is between me, and my Coach, Michelle Volz.
- My Coach abides by certain professional, ethical standards.
- I'm responsible for making positive changes in my life.
- My Coach isn't liable for stuff I do or don't do.
- Coaching is not the therapy; coaching doesn't treat mental disorders.
- I'm agreeing to communicate honestly with my Coach, and to be open to feedback. I'm open to making positive changes in my life.
- I can either agree to a one-session-at-a-time arrangement, or a discounted four-session package arrangement.
- Fees for coaching sessions are shown on the Coaching Rate sheet. Session fees are due in advance of sessions.
- Standard Sessions are 45 minutes long. Brief Sessions are 30 minutes.
- Coaching Sessions are held online in a video chatroom.
- What we talk about in our Coaching Sessions is confidential.
- If I have to cancel a scheduled Coaching Session, I'll give my Coach 24 hours or more notice, or I'll be charged for the session time.
- There is a refund policy on packages for up to 30 days from last session.
- Either one of us can terminate this relationship if we need to, with one week written notice.

COACHING AGREEMENT

This Agreement is entered into by and between:

(Client Name) _____

(Company) _____

(Address) _____

and (Coach) Michelle Volz, of Motivex, Inc, 24881 Alicia Parkway, #E-223, Laguna Hills, CA 92653 whereby Coach agrees to provide Coaching Services for Client focusing on the following topics/results/outcomes/goals attached to this Agreement as Schedule A: Coaching Goals.

Description of Coaching: 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 and professional potential. It is designed to facilitate the creation and development of personal and/or professional goals and to develop and carry out a strategy/plan for achieving those goals.

[1] THE COACH-CLIENT RELATIONSHIP

A. Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation “(ICF)” (Coachfederation.org/ethics).

B. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. 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.

C. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

D. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her 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.

E. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease. Client further acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association 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. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

F. 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.

[2] SERVICES

The parties agree to engage in either a 4-session Coaching Package or a one-session-at-a-time arrangement using video chat for online meetings. Coach will be available to Client by e-mail in between scheduled meetings as defined by the Coach, such as for schedule changes, or to share Client's note-taking or journal-writings with Coach. Coach may also be available for additional time, per Client's request on a prorated basis rate of standard session rate (*for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours*).

[3] SCHEDULE AND FEES

This **Coaching Agreement** is valid as of (*date*) _____.

For **Standard Sessions** (45-min), the fee is \$125 per session (*due in advance of session*) or \$480 per month based on a commitment of four meetings per month.

For **Brief Sessions** (30 min), the fee is \$75 per session (*due in advance of session*). Brief Sessions are customarily used as "pick-up" sessions in addition to the Standard Session package, or during times when Client's schedule is highly time-limited.

If rates change before this agreement has been signed and dated, the prevailing rates will apply.

[4] PROCEDURE

The time of the online coaching meetings will be determined by Coach and Client based on a mutually agreed upon time. Prior to the scheduled appointment time, Client will be provided with the link and password for entering the online video chatroom.

[5] 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) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

[6] CANCELLATION POLICY

To cancel a scheduled Coaching Session, Client agrees that it is the Client's responsibility to notify the Coach twenty-four hours in advance of the scheduled meeting. Coach reserves the right to bill Client for a missed meeting (late-notice cancelation or no-show). Coach will attempt in good faith to reschedule the missed meeting.

[7] REFUND POLICY

Coaching Package refund policy in effect for the term of this Agreement is as follows:

- A. Termination of pre-paid coaching package with unused sessions after payment and within 48 hours of our first scheduled session will be subject to a \$75 deduction from the amount paid prior to a refund being issued.
- B. Termination of pre-paid coaching package with unused sessions after payment and more than 48-hours prior to the first scheduled session will be subject to a \$50 deduction from the amount paid prior to a refund being issued.
- C. Once coaching has commenced, refund of pre-paid package will be calculated on a pro rata basis less \$75 administrative fee.
- D. There are no refunds on completed sessions.
- E. One-at-a-time Standard Sessions are not refunded. They are re-scheduled.
- F. Refunds must be requested within 30 days of the last session.
- G. After 30 days, no refunds will be given. Sessions can be saved for up to 3 months from the starting date of the monthly Coaching Package.

H. Unused sessions may be gifted to a friend or family member presuming I deem that person is suitable for coaching.

[8] TERMINATION

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

[9] 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.

[10] 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.

[11] DISPUTE RESOLUTION

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith within 30 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

[12] 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.

[13] 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.

[14] APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California, without giving effect to any conflicts of laws provisions.

[15] BINDING EFFECT

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

Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records and mail/email the other to:

Michelle Volz, Motivex, Inc.
24881 Alicia Parkway, #E-223
Laguna Hills, CA 92653

Or email to: motivexinc@gmail.com

[16] SIGNATURES

CLIENT NAME: _____

CLIENT EMAIL: _____

CLIENT SIGNATURE: _____ DATE: _____

COACH NAME: Michelle Volz _____

COACH EMAIL: motivexinc@gmail.com _____

COACH SIGNATURE: _____ DATE: _____



RELATIONSHIP-CONFIDENCE COACHING

SCHEDULE A: COACHING GOALS

My Goals for Coaching Are... (in your own words)

Here are some prompts:

- | | |
|--|--|
| <ul style="list-style-type: none"><input type="checkbox"/> Improve communication with partner(s)<input type="checkbox"/> Resolve conflicts and disagreements<input type="checkbox"/> Reduce tension in the relationship<input type="checkbox"/> Understand my partner better<input type="checkbox"/> Stop hurting each other<input type="checkbox"/> Learn "good" ways to fight<input type="checkbox"/> Stop our negative patterns<input type="checkbox"/> Win back my partner's love<input type="checkbox"/> Love my partner again<input type="checkbox"/> Improve our sex and intimacy<input type="checkbox"/> Improve the trust in our relationship<input type="checkbox"/> Heal from infidelity<input type="checkbox"/> Have healthy individuality while still being a couple<input type="checkbox"/> Decide whether we should separate<input type="checkbox"/> Prevent separation or divorce<input type="checkbox"/> Get out of a toxic relationship<input type="checkbox"/> Deal with being in a relationship with a narcissistic person<input type="checkbox"/> Get clarity on my own blind-spots<input type="checkbox"/> Put my feelings into words better | <ul style="list-style-type: none"><input type="checkbox"/> Have more confidence when it comes to dating<input type="checkbox"/> Pick better dating partners<input type="checkbox"/> Stand up for myself in my relationship(s)<input type="checkbox"/> Share more of my authentic self in relationships<input type="checkbox"/> Overcome fear of rejection and/or abandonment in relationships<input type="checkbox"/> Manage a broken heart after a break up<input type="checkbox"/> Understand myself better, why I feel the way I do<input type="checkbox"/> Deal with anxiety that comes from interacting with other people<input type="checkbox"/> Manage my work relationships in a more empowered way<input type="checkbox"/> Let go of insecurity and self-doubt<input type="checkbox"/> Get better at setting boundaries<input type="checkbox"/> Stop feeling guilty about what I want<input type="checkbox"/> Explore a new side of myself<input type="checkbox"/> Understand my own fears that hold me back |
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