

## COACHING AGREEMENT

This coaching agreement is dated \_\_\_\_\_, and is made between Peace Counseling Group, LLC, an Indiana limited liability company ("Company"), and \_\_\_\_\_ ("Client").

Company provides certain coaching services through a thought-provoking and creative process designed to inspire clients to maximize all aspects of their lives. Such coaching services are designed to facilitate the creation/development of personal and professional relationships and goals, and to develop and carry out a strategy/plan for achieving those goals. Such services provided by the Company may be collectively referred to herein as the "Services".

Company agrees to provide the Services, where the Services will be provided through one or more coaches who are employees or services providers of the Company (each, a "Coach"), including Nancy Eisenmann as a Coach.

The parties agree as follows:

1. **Services Generally.** Company agrees to maintain the ethics and standards of behavior established by the International Coach Federation ("ICF"), and to ensure that Coaches also maintain such standards. It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior. Client is solely responsible for his/her own decisions, choices, actions, and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with a Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for the results of any actions or inaction of the Client as a result of Services provided by the Coach.

2. **Scheduling.** Scheduling appointments shall be done through the website provided by the Company. Client may choose any appointment slot. The Client may schedule as many appointments as they desire, provided that a Coach may reject appointments requested in excess of 8 appointments per month. Coach may reschedule any appointment upon 24 hours prior notice to Client. There is not a minimum number of required appointments.

3. **Appointments.** Appointments will be 50 minutes each. If Client desires a longer appointment slot, then Client shall contact Coach and arrange a longer session. Appointments may be conducted in person or via video chat. Coach can provide an online encrypted Zoom based platform called Secure Video. Services will not be provided via email or text. Any questions regarding scheduling can be directed to the Company phone number via text message, phone call, or email. When the time comes for the Client's session, Coach will initiate the call. If the Coach is running late to the appointment, Client shall still receive a 50-minute session. If Client is late to the call, the Client will receive the remainder of the originally scheduled 50-minute period after joining the call.

4. **Recording.** The Client may have any session recorded at the Client's request. All recordings are considered Confidential Information of the Company and are covered by the

confidentiality provisions in Section 9 herein. Without limiting the generality of Section 9, Client shall not disseminate, publicize, use, or reuse any recording, information disclosed during the appointment, advice given during the appointment, or any other information for any purpose other than as contemplated herein. Client shall not use any advice provided by a Coach for direct monetary gain, including competing against the Company or using the Company's advice to advise others via any method. Company shall be the copyright holder of any recording. If the Company becomes aware of an improper use of any recording by Client, then the Company may terminate this agreement and is entitled to all rights and remedies available at law.

5. **Fee and Payment.** The fee for each 50-minute session is \$250. Payment is due before or at the beginning of each appointment, and if Client has not made a payment by the beginning of a session, Coach may decide not to proceed with the session. Payment may be made through the website provided by Company, or via credit card, or via PayPal. **Insurance will not be billed, and the Company will not offer receipts for services for insurance claims.** Upon 30 days' prior notice to Client, Company may increase the per-session fee. If Client does not agree to the fee increase, then this agreement may be terminated by the Client; unless this agreement is terminated, the revised per-session fee shall be incorporated into this agreement. If Client wishes to provide Coach with material prior to the scheduled appointment, and such material takes longer than 5 minutes for Coach to review, then Client will be charged a pro-rated rate for such review time, such proration based upon \$250 per 50 minutes.

6. **Cancellation.** There is a 24-hour full fee cancellation policy. **If the Client cancels their appointment less than 24 hours before their appointment, or Client has failed to pay for a session prior to the beginning of a session, then Client shall remain liable to pay Company the full fee, and such fee will not be applied to future sessions.** Prior to 24 hours before the appointment, Client may cancel or reschedule their appointment without penalty.

7. **Disclaimer. The coaching Services provided pursuant to this agreement are not psychotherapy or any other form of medical treatment.** The coaching Services shall be construed to be personal advice and counseling related to specific professional and personal goals, and not any mental or physical health concerns. The coaching Services should not be used as a substitute for psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or any other form of mental or physical medical care, and the Client will not use the coaching Services as such a substitute or in place of any form of diagnosis, treatment, therapy, or other medical care. The Coach will decline to provide medical care, diagnosis, or treatment through the Services, and may decline to answer or opine on any questions or situations presented by Client that the Coach feels would constitute medical care, diagnosis, or treatment.

To the extent that a Coach has any authorization or license issued by any governmental or other regulatory body to provide medical services, the Client specifically acknowledges that the Services provided pursuant to this agreement are outside the scope of such authorizations or licenses, and the Coach is not using and shall not be construed to be using any such authorizations and licenses in connection with the Services. To the extent that Client is not

located in the United States, Client acknowledges that neither the Company nor Coach has obtained or will obtain any license to provide the Services that may be required by a non-United States governmental or other regulatory body. Clients outside the United States are responsible for determining whether the Services as described and limited herein are appropriate in their territory.

8. **Term.** Either party may terminate this agreement upon written notice to the other party. Upon termination, any scheduled appointment shall be deemed cancelled, provided that if this agreement is terminated by Client, Client shall remain liable for payment for any sessions scheduled within 24 hours of termination.

9. **Confidentiality.** All information (documented or verbal) which is shared by one party hereunder (the "Disclosing Party") to the other party hereunder (the "Receiving Party") is considered confidential ("Confidential Information"), including but not limited to personal information about Clients, and the business practices, methods, documents, and practices of the Company and Coaches. **Client acknowledges that the relationship hereunder is not governed by any other legally required confidentiality relationship or privilege.** The Receiving Party in each instance agrees not to disclose any information provided by the Disclosing Party without the Disclosing Party's written consent. Confidential Information does not include information that: (a) was in the Receiving Party's possession prior to being furnished by the Disclosing Party, (b) is generally known to the public or in the Disclosing Party's industry, (c) is obtained by the Receiving Party from a third party, without breach of any obligation to the Disclosing Party, (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. If a Receiving Party becomes legally obligated to disclose the Confidential Information of a Disclosing Party, the Receiving Party shall provide 5 days' notice to the Disclosing Party prior to disclosing, and in any case, shall limit its disclosure strictly to the requirements of the legal order.

10. **Limited Liability.** Company makes no guarantees, representations, or warranties of any kind or nature, express or implied, with respect to the coaching Services negotiated, agreed upon, or rendered. Company makes no guarantee as to any specific outcomes of the Services. In no event shall the Company be liable to the Client for any damages, including indirect, consequential, or special damages, resulting from the Services or Client's actions as a result thereof. Client waives all claims against the Company and all Coaches related to the Company and the Coaches not holding specific authorizations or licenses related to providing the Services hereunder to the extent such licenses are deemed to be required. Notwithstanding the foregoing, to the extent that Client has damages against the Company, the Company's entire liability under this agreement shall be limited to the amount actually paid by the Client to the Company under this agreement for all Services provided during the 6 months preceding the event giving rise to the claim.

11. **Miscellaneous.**

11.1. **Claims.** Client acknowledges that all Services provided hereunder are provided by the Company. All Coaches are employees or other service providers of the

Company. As such, any claim arising out of this agreement or the Services provided hereunder may only be brought upon the Company, and Client waives all claims against, and agrees not to bring a claim against, any Coach directly.

11.2. **Entire Agreement**. This agreement contains the entire agreement of the parties relating to the subject matter hereof.

11.3. **Modification**. No waiver or modification of this agreement will be valid unless in writing and signed by the party agreeing to such waiver or modification.

11.4. **Governing Law**. This agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Indiana. Any litigation arising out of the agreement or the relationship of the parties hereto must be brought in a court of competent jurisdiction in Hamilton County, Indiana.

11.5. **Severability**. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof.

11.6. **Notice**. Any notice required or permitted hereunder shall be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier to the regular business address or such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer-generated responses.

11.7. **Counterpart and Electronic Signatures**. This agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Scanned images of signatures and other electronic signatures will be considered equivalent to original signatures.

[Signature Page to Follow]

The parties are signing this agreement on the date stated in the introductory clause.

**COACH:**

**PEACE COUNSELING GROUP, LLC**

By: \_\_\_\_\_  
Nancy Eisenmann, Manager

**CLIENT:**

\_\_\_\_\_  
[Name of Individual]