

Client/ Coach Agreement

This Agreement is entered into by and between: (Coach) Jennifer Johnson (Jennifer Johnson Coaching) and (Client) whereby Coach agrees to provide Coaching Services for Client focusing on the agreed upon topics.

Description of Coaching: Coaching is 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/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

1) Coach-Client Relationship:

A. Coach agrees to maintain the ethics and standards of behavior established by the International Coaching Federation “(ICF)”. www.coachingfederation.org/ethics. It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

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. 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.

C. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time after the first 4 calls/ meetings or 30 days. Please note that Jenn Johnson Coaching operates under a no-refund policy. See **9) Termination**

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 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 a 6 month Coaching Program through Zoom meetings. Coach will be available to Client by Email and texts in between scheduled meetings as defined by the Coach (Emails or texts received between the hours of 10am EST and 5pm EST Monday through Friday will be responded to within a reasonable time on the same day. Emails or texts that are sent after 5pm EST or on weekends may take up to 24 for a response.) Coach may also be available for additional time, per Client's request and the Coach is available to accommodate the request.

3) Schedule & Fees:

- A. This coaching agreement is valid as of the date signed.
- B. The fee is \$1,000 per month based on one call per week for the length of agreed upon time.
OR
Paid in full: \$5,500 for a 6 month partnership & \$11,000 for a 12 month partnership.
- C. Fee shall be paid on the first of each month unless otherwise agreed upon by both Coach and Client.
- D. The calls/meetings shall be 45-60 minutes in length unless otherwise agreed upon by both Coach and Client.

4) Procedure:

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Client will initiate all scheduled calls and will call the Coach using the following number: 440-915-4275 or Zoom. The Zoom link will be provided to the Client via email when the initial call is scheduled using the following link: <https://calendly.com/jenniferjohnsoncoaching/60min>.

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) Privacy/Data Protection

- A. The Coach and the Client will each comply as appropriate with applicable privacy/data protection legislation (including GDPR), binding court order, judgment or decree, guidance, codes, policy or standards.

B. With regard to processing personal data/personal identifiable information (“data”) in relation to the Client, the Coach will: process such data lawfully (on an appropriate basis including but not limited to consent, or to comply with the Coach’s legal or regulatory obligations, or for contractual performance, or for the Coach’s legitimate interests), fairly and in a transparent manner; collect such data for specified, explicit and legitimate purposes and not further process such data in a manner that is incompatible with those purposes; ensure that such data is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed; maintain such data accurately; keep such data for no longer than is necessary for the purposes for which the data are processed; process such data in a manner that ensures appropriate security of the data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures; maintain records of such data processing under applicable privacy/data protection legislation requirements; share such data with third parties who the Coach will inform the Client about; concerning such data, observe the Client’s privacy/data protection rights under applicable privacy/data protection legislation requirements, which may be subject to some conditions and exceptions; process such data for marketing purposes under applicable privacy/data protection legislation requirements; in case of a security breach concerning such data, where requirements of applicable privacy/data protection legislation are met, notify a regulatory or supervisory authority, board or other body responsible for administering privacy/data protection legislation, and the Client of the data security breach; and, where it is necessary for the Coach to transfer such data internationally the Coach will comply with applicable privacy/data protection legislation requirements designed to ensure the privacy of such data.

C. In connection with any infringement by the Coach of applicable privacy/data protection legislation requirements, including a security breach, concerning personal data/personal identifiable information in relation to the Client, 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.

7) Cancellation Policy:

Client agrees that it is the Client’s responsibility to notify the Coach **24 hours** in advance of the scheduled call/ meeting if there is a need to cancel or reschedule the call/ meeting. All calls/ meetings that are canceled within the 24 hour time frame can be rescheduled during the term of the partnership or made up within 30 days of the end of the agreed upon partnership. Coach will attempt in good faith to reschedule all missed calls/ meetings except those where Client does not show up at agreed upon time.

9) Termination:

Either the Client or the Coach may terminate this Agreement with a 30 day written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship. Client and Coach agree to make all reasonable attempts to honor the agreement.

10) 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.

11) 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.

16) Binding Effect:

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

B. This agreement is effective upon accepting the terms and conditions of the program.

Coach: Jennifer Johnson
440-915-4275
jenniferjohnson5683@gmail.com

Signature: *Jennifer A Johnson*

