

**Shaun Harner Transformational Coaching
(An Everyday Mystic)
Coaching Agreement**

This Agreement is entered into by and between: An Everyday Mystic/Shawn Harner Coaching, 2720 Lincoln, NE 68502 (Coach) and Lyndell Drever (Client) whereby Coach agrees to provide Coaching Services for Client focusing on the following topics attached to this Agreement.

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 is intended to inspire the client to better maximize his, her or their potential relative to a particular topic. It is designed to facilitate the creation/development of personal, professional or business goals and to assist the Client in his, her or their ability to formulate and carry out a strategy and/or plan for achieving those goals. Coaching is experienced subjectively and differently by different persons and is very much subject to an intangible dynamic between the Coach and the Client. Therefore, different people may experience different results and Client recognizes that the Coach cannot and does not guarantee any satisfaction or particular results from the Coaching Services.

1) Coach-Client Relationship

A. Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation (“ICF”) (coachfederation.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/their own physical, mental and emotional well-being, decisions, choices, actions, and results arising out of or resulting from the coaching relationship and his/her/their 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 or medical advice and does not substitute for therapy or medical advice if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

C. Client further acknowledges that he/she/they may terminate or discontinue the coaching relationship at any time, subject only to the commercial terms that have been agreed relative to payment of fees due.

D. Client acknowledges that coaching is a comprehensive process that may involve different areas of his/her/their life, including work, finances, health, relationships, education, and recreation. The Client agrees that deciding how to handle these issues, incorporating coaching principles into those areas, and implementing choices is exclusively the Client’s responsibility.

E. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, to 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 3-Session Package Coaching Program through zoom, telephone or in-person meetings. Coach will be available to Client by email, text, or voicemail in between scheduled meetings as defined by the Coach with client as needed.

Coach may also be available for additional time, per Client's request on a prorated basis rate of \$250/hr – or on a sliding scale as requested (engaging in other Client related services outside of coaching hours).

3) Schedule and Fees This coaching agreement is valid as of 1/1/2024. The fee is \$270 paid in full for 3 sessions. The calls/meetings shall be 50-60 minutes. If rates change before this agreement has been signed and dated, the prevailing rates will apply. If Coach determines that any sales, VAT or other taxes may be due, they may be added to the fees, with prior written notice. Client will be responsible for paying any such taxes.

The refund policy in effect for the term of this Agreement is as follows: Any sessions already given will not be refunded, and at Coach's discretion the remainder of sessions can be refunded as determined between Client and Coach for the best and highest good of all parties.

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. Sessions will be via Zoom unless otherwise specified (in person or over the phone). Link will be provided in the calendar invitation.

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/her/their continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

6) Cancellation Policy Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

7) Record Retention Policy The Client acknowledges that the Coach has disclosed his/her/their record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than 5 years.

8) Termination Either the Client or the Coach may terminate this Agreement at any time with 2 weeks 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.

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 for up to 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 Nebraska without giving effect to any conflicts of laws provisions. The parties

hereto agree that any action arising hereunder will be brought in the state or federal courts sitting in Lancaster County, Nebraska, USA

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 the other to:

Client Address:

(Client Name and address)

Name/Title:

Signature:

Date:

Coach/ An Everyday Mystid/Shawn Harner Coaching

Name/Title: Shawn Harner/Coach

Signature: Date:

Shawn Harner

9/21/25