

COACHING AGREEMENT

This Agreement is entered into by and between: *Dan Lu* (“Coach”) and _____ (“Client”) whereby Coach agrees to provide Coaching Services for Client focusing on subjects chosen by the Client.

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 Coach Federation (“ICF”). www.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 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.

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 coaching sessions via Zoom meetings or telephone calls. Sessions shall be between thirty (30) and ninety (90) minutes in duration.

Between scheduled sessions, Coach will be available by email for brief Client progress updates only and not for additional coaching.

3) Fees and Refund Policy:

Coaching fees are determined on a sliding scale basis, reflecting the value the Client derives from each session. All fees are payable at the end of each session or upon completion of all sessions.

Given that payment is made after the service is provided, **all fees are non-refundable.**

Any modification to the coaching fee, including an increase, shall require the execution of a new written agreement by both parties prior to the continuation of coaching services.

4) Procedure:

The time of the coaching meetings will be determined by Coach and Client based on a mutually agreed upon time.

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) Release of Information:

1) The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by the ICF. By signing this agreement, you agree to have **only your name, contact information and start and end dates of coaching** shared with ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared.

Client Agrees _____ If Agrees, contact information to share _____

Client Refuses _____

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes. Any such sharing will be aggregated across multiple clients, whenever possible, to further protect individual privacy.

7) Cancellation Policy:

Client agrees that it is the Client's responsibility to notify the Coach **at least 24 hours** in advance of the scheduled calls/meetings, or as soon as able in case of last-minute changes.

Coach reserves the right to discontinue the coaching relationship if the Client cancels or misses **two or more** sessions without advance notice.

8) Termination:

Either the Client or the Coach may terminate this Agreement at any time with 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 the State of Illinois, without giving effect to any conflicts of laws provisions.

Any disputes arising under this Agreement shall be resolved exclusively in the courts located in Cook County, Illinois.

15) Binding Effect:

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

This coaching agreement is effective as of the date of signing.

Please sign and send this Client Agreement via email prior to the first scheduled coaching session.

CLIENT:

Name:

City, State:

Signature:

Date:

COACH:

Name: Dan Lu

City, State:

Signature:

Date: