

## **COACHING AGREEMENT**

Welcome to D'Arcy Vanderpool and Associates, a professional Coaching practice. This document and attachments constitute a contract between us (the "Agreement"). You should read it carefully and raise any questions and concerns that you have before you sign it.

### **Services**

The services provided by D'Arcy Vanderpool and Associates include Coaching or TeleCoaching on topics decided jointly with you, the client.

The purpose of coaching is to develop and implement strategies to help you reach personally identified goals of enhanced performance and personal satisfaction. Coaching may address specific personal projects, life balance, job performance and satisfaction, or general conditions in your life, business, or profession. Coaching utilizes personal strategic planning, values clarification, brainstorming, motivational counseling, and other counseling and consulting techniques.

### **Payment Procedure**

Coaching fees are described on the attachment, "Coaching Fee Plan". Please choose the plan that best fits your needs and your schedule, sign the Plan, and include it with this Agreement.

The Coach is paid in advance of each series of coaching calls. The first coaching session will begin after this agreement is signed and faxed to the Coach and the first payment is received by credit/debit card (Visa, MC, and Discover) or check. Services must be paid for in advance, or they cannot be provided. Services requested by the Client, in addition to coaching calls, will be billed at a prorated hourly rate (agreed in advance) and will be paid within 30 days of service. Any changes to this procedure must be mutually agreed upon in writing.

### **Feedback**

If, at any time, you feel that your needs are not being met or you are not getting what you want out of the coaching or training group, please tell me, so we can discuss your needs and adjust your coaching program as needed. We will continue to work on the goals that you define unless you want to stop, which we will do whenever you ask.

### **Session Time**

Coaching is scheduled at the mutual convenience of the Coach and the Client. The day and time for the next call will be scheduled at the close of each coaching session. Usually you will have a standing time that we agree upon.

## **Call Procedure**

The Client will call the Coach at the pre-arranged time and telephone number as scheduled, and pays the telephone charges for the call. For group coaching calls and classes, the Coach will pay for the teleconference line, and the Clients will pay for the call into the conference line.

## **Cancellations**

Please remember that you must give 24 hours prior notice if you need to cancel or change the time of an appointment, otherwise you will be charged for the session in full. The Coach will make reasonable efforts to reschedule sessions that are cancelled in a timely manner.

## **Termination**

Either party may end the coaching relationship by providing the other party with a one-week written notice, which may be transmitted by email or fax.

## **Confidentiality**

As a licensed psychotherapist, I protect the confidentiality of the communications with my clients, including my coaching clients. I will only release information about our work to others with your written permission, or if I am required to do so by a court order. There are some situations in which I am legally obligated to breach your confidentiality in order to protect others from harm, including (1) if I have information that indicates that a child or elderly or disabled person is being abused, I must report that to the appropriate state agency and (2) if a client is an imminent risk to him/herself or makes threats of imminent violence against another person, I am required to take protective actions. These situations rarely occur in coaching practices, but if such a situation does occur, I will make every effort to discuss it with you before taking any action. If you are a client in a consulting or coaching contract through your job, your progress on work-related goals and attendance are reportable to your supervisor or the manager in charge of the contract.

Some sessions are conducted in groups, including teleconference groups. You agree to maintain the confidentiality of all information communicated to you by other coaching clients and by your Coach. We also understand that progress is often enhanced when clients discuss their coaching relationship with trusted colleagues and friends. You can have these discussions, but you are expected to be very careful not to share any information which would allow others in the group to be identified. One way to decide how and what to discuss is to think about how you would feel if someone else in the group was discussing you.

As you are probably aware, it is impossible to protect the confidentiality of information which is transmitted electronically. This is particularly true of email and information stored on computers connected to the internet (unless you utilize

encryption and other forms of security protection), and if you use a cordless or cell phone, someone with a scanner could hear you talk.

**Nature of the Relationship**

The Client has been made aware that the coaching relationship is in no way to be construed as psychotherapy, psychological counseling, or any type of therapy. In the even the client feels the need for professional counseling or psychotherapy, it is the responsibility of the Client to seek a licensed professional.

**Mutual Nondisclosure**

The Coach and Client mutually recognize that they may discuss future plans, business affairs, customer lists, financial information, job information, goals, personal information, and other private information. The Coach will not voluntarily communicate the Client's information to a third party. In order to honor and protect the Coach's intellectual property, the Client likewise agrees not to disclose or communicate information about the Coach's practice, materials, or methods to any third parties.

**Dispute Resolution**

Any controversy or claim arising out of or relating to this agreement, or the breach of this agreement, shall be settled by arbitration, which will occur via telephone by an arbitrator that we mutually agree upon. The costs of the arbitration shall be borne by the losing party.

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Your signature below indicates that you have read the information in this document ("Coaching Agreement and Informed Consent) and any Attachments, such as the Coaching Fee Plan, and agree to abide by its terms during our professional Coaching relationship.

Client \_\_\_\_\_ Date \_\_\_\_\_

Coach \_\_\_\_\_ Date \_\_\_\_\_