

**Agreement Between**

**Vaughn Mosher (VBM)** M.S., M.H.S. & \_\_\_\_\_

**VBM** agrees to provide Coaching Services for the above-mentioned client focusing on the following topics/results/outcomes/goals attached to this agreement resulting from the first meeting (Attachment A).

**Description**

A Coaching Partnership is defined as an alliance of mutual choice and not a legal partnership between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential.

**Responsibilities**

1. Coach agrees to maintain the ethics and standards of behavior set by the International Coach Federation “(ICF)”. [www.coachfederation.org/ethics](http://www.coachfederation.org/ethics)
2. Client is responsible for creating and implementing his/her own physical, mental and emotional wellbeing, decisions, choices, actions and results. As such, the Client agrees that the Coach is not and will not be liable for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not psycho-therapy and does not substitute as such if deemed appropriate, and does not prevent, cure, or treat any mental disorder or medical disease.
3. Client understands that coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and will seek independent professional guidance for such matters. If Client is currently under the care of a mental health professional, Coach will recommend that Client inform the mental health care provider or a *Release of Information* form can be signed if the client wishes.
4. Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in the program.

## Services

If a relationship is established, the parties agree to engage frequently enough for impact (*i.e. at least two sessions per month*) in any of the agreed modes below:

*in person*    *internet and/or*    *telephone*    *skype*

In between scheduled meetings, VBM will be available to Client by e-mail and voicemail as defined and will respond with 24 hours of being contacted.

VBM may also be available for additional time, per client's request for reviewing documents, reading or writing reports, engaging in other client-related services outside of coaching hours. These requests for action will be pro-rated at the standard hourly fee.

## Schedule & Fees

The fee schedule is **\$200.00 per hour**; however, *if after the first session, the client wishes to pre-purchase session time, the client may opt for a four hour package for \$750. The package must be paid for in advance.*

## Procedure

The time of the coaching meetings will be determined mutually by Coach and Client. The Client will call **Benedict Associates** for scheduling future meetings and/or cancellations when necessary.

## 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 to confidentiality by the ICF Code of Ethics but is not considered a legally confidential relationship (like in Medicine or Law). 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) that the Coach is required by law to disclose.

## Release of Information

1) IFC (International Coach Federation) Coaches engage in training and continuing education pursuing and/or maintaining ICF Credentials. From time to time, that process requires the names and contact information of all Clients for possible verification by the ICF. If you agree, only your name and contact information along with the start and end dates of coaching would be shared with ICF staff members and/or other parties involved in this process for the sole purpose of verifying the coaching relationship, no confidential issues would be shared. *Initial one of the choices below.*

**Client Agrees** \_\_\_\_\_

**Client Declines** \_\_\_\_\_

## Termination

Either the Client or the Coach may terminate this agreement at any time with two weeks written notice.

## Limited Liability

Except as expressly provided in this agreement, the Coach makes no guarantees or warranties, expressed or implied. In no event will the Coach be liable to the Client for consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability and the Client's exclusive remedy, will be limited to the amount paid by the Client to the Coach for all services rendered up until the termination date.

This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

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.

*Please sign both copies and retain one copy of this Client Agreement prior to the first scheduled coaching meeting.*

Coach \_\_\_\_\_

Date \_\_\_\_\_  
Day Month Year

Client \_\_\_\_\_

Date \_\_\_\_\_  
Day Month Year