

## **Coaching Agreement**

This Agreement is entered into by and between: MTabaka Enterprises, Inc. and the Client whereby Coach agrees to provide Coaching Services for Client focusing on the topics/results/outcomes/goals agreed to by both parties.

**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.
- 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, while he/she may terminate or discontinue the coaching relationship at any time, this agreement is based on the objective of garnering results and is not a purchase of hours. A refund with no questions asked is available within 72 hours of the first session only. Others will be considered on a case-by-case basis.
- 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. It is also suggested that the Coach be made aware of the relationship with a mental health professional so that Coach may make recommendations of topics to explore if the Client is open to such suggestions.
- F.** The Client understands that to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance, and create the time and energy to participate fully in the program.

### **2) Services**

The parties agree to engage in a **12-month Coaching Program** through telephone, FaceTime, Skype, or Zoom meetings. Coach will be available to Client by e-mail and voicemail in between scheduled meetings as defined by the Coach.

### **3) Schedule and Fees**

This 12-month VIP coaching agreement is valid once the annual fee of \$12,000, payable in advance, has been received by Coach.

The calls/meetings shall be 50-minutes in length.

The Coach is available for brief calls within a reasonable time frame (5-10 minute). If longer discussions between sessions are necessary or desired, the Coach will suggest a full session be used to address the concern.

### **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 at the following number for all scheduled meetings 630-544-6445. Video options are also available. For reasonable between-session calls, the Client may call the Coach at 630-802-6393. Brief email questions and updates are acceptable, as is text messaging at reasonable times of the day and evening. Every effort will be made by the Coach, but the Coach is under no legal obligation to respond.

### **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.

### **7) Cancellation Policy**

Client agrees that it is the Client's responsibility to notify the Coach if unable to attend a session 24 hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting if 24-hour notice is not provided. Coach will attempt in good faith to reschedule the missed meeting.

### **8) 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.

**9) 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.

**Coach and Address:**

MTabaka Enterprises, Inc.  
1122 Gateshead Drive  
Naperville, IL. 60564

\_\_\_\_\_  
Marla M. Tabaka, President & CEO

Date: \_\_\_\_\_

**Client and Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Client Signature & Title:**

\_\_\_\_\_

Date: \_\_\_\_\_

**For web forms:**

**By clicking on the "Accept" button you agree to the terms within and enter into the agreed upon coaching commitment.**