

Coaching Agreement

PARTIES

- This Coaching Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____ (hereinafter referred to as the “**Coach**”) and _____ with an address of _____ (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

PURPOSE OF THE AGREEMENT

- The Purpose of this Agreement is to enter a coaching relationship between the Coach and the Client, where the Coach will train the Client and cultivate his/her personal, professional and/or business goals.
- The Coach will also create a plan to carry out the goals mentioned in this Agreement to maximize the Client’s personal and/or professional potential.

TERM

This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force for a period of _____.

This Agreement may be renewed only by the written consent of the Parties.

RESPONSIBILITIES AND DUTIES OF THE COACH TOWARDS THE CLIENT

1. _____
2. _____
3. _____
4. _____

RESPONSIBILITIES AND DUTIES OF THE CLIENT TOWARDS THE COACH

1. _____
2. _____
3. _____
4. _____

PAYMENT FOR SERVICES

- The Client will pay the Coach an amount of _____ for the performance of the Services (hereinafter referred to as “**the Fee**”).
- Whereas the Coach will invoice the Client on the final business day of the first full month after the Coach’s initial assignment and at the end of each month thereafter.

CONFIDENTIALITY

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Client, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Coach.

CANCELLATION POLICY

- Whereas the Client agrees that it is his/her responsibility to notify the Coach of the exact number of hours prior to engaging in the scheduled calls and/or meetings.
- The Coach reserves the right to bill the Client for a missed meeting.
- The Coach will attempt in good faith to reschedule the missed meeting.

INTELLECTUAL PROPERTY

- Hereby, the Client agrees that any intellectual property provided to him/her by the Coach will remain the sole property of the Coach, including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.

EXCLUSIVITY

- The Parties agree that this Agreement is not an exclusive arrangement and that the Coach is entitled to enter into other similar agreements with other clients.

LIMITATION OF LIABILITY

- In no event shall the Coach be liable for any damages for any indirect, consequential or special damages.
- The Coach, hereby, 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.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of _____.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of _____.

ATTORNEY FEES

- In the event of any dispute between the Parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

CLIENT

Name: _____

Signature: _____

Date: _____

COACH

Name: _____

Signature: _____

Date: _____

