**COACHING CONTRACT**

This Coaching Contract, entered into on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 202\_\_(the “**Effective Date**”) constitutes a legally binding contract between Magnolia Healing Center (the “**Coach**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Client**”) (collectively, the “**Parties**”).

This Coaching Contract is comprised of 1) this Coaching Contract, 2) the attached Appendix A: Financial Policies Agreement, and 3) the attached Appendix B: Privacy Notice (collectively, the “**Contract**”). The Parties hereby agree to participate in the coaching relationship under the terms set forth herein.

**Nature of Relationship**: Coaching is an ongoing professional relationship that helps people produce desired change in their lives (the “**Services**”). The topics are directed by the Client and decided on jointly prior to start of the Services. Through the process of coaching, clients may deepen their learning, improve their performance, and enhance their quality of life.

**What you can expect from your Coach:** You can expect that your Coach will be honest and direct, ask straightforward questions, and use challenging techniques to help you move forward. As with any human endeavor, coaching can involve feelings of discomfort and frustration which may accompany the process of change.

If the coaching is not working as you wish, you should immediately inform me, your Coach, so that we can both take steps to correct the problem.

Your Coach is not a therapist, counselor, psychologist, psychiatrist, or medical professional. Coach does not give advice, be it legal, medical, health, relational, or otherwise, and does not act as a counselor. The client is hereby advised to seek outside professional advice or assistance as they may deem appropriate.

**Referral to other professional resources:** It is understood and agreed to by The Client and The Coach that if either of us recognizes that you, The Client, have a problem that would benefit from some form of psychotherapy, I, The Coach, may make suggestions to you for appropriate resources in addition to or in lieu of Coaching. In some situations, as a condition of my continuance as your Coach, I may insist that you enter psychotherapy and that I have your consent to discuss matters which concern you with your psychotherapist.

**Results:** MHC is not able to personally guarantee coaching outcomes. That being said, if you, The Client, are willing to put in the time and resources needed to achieve your goals, I have every reason to believe you will have a positive coaching experience.

**Procedure**: For virtual services, the Coach shall provide a platform for the session and shall provide such information to the Client. For telephonic services, the Client shall provide a telephone number and the Coach shall contact the Client at the scheduled time. If there is a fee associated with any calls, this fee shall be billed to the Client.

**Technical Difficulties:**  The Coach is not responsible for technical difficulties that occur within the call. If calls cannot proceed due to technical difficulties, The Client is still responsible for The Coach’s time.

**Confidentiality**: Communications made during provision of the Services are and shall remain confidential, except as stated in the attached Privacy Notice.

**Electronic Communication**: Client acknowledges that any information transmitted electronically is subject to being compromised, and Coach shall have no liability to Client for any such compromise of information.

**Dispute Resolution**: Any claim or controversy related to, arising from, or in connection with the Contract or the Services shall be finally settled and resolved by binding arbitration which shall take place in the county and state where the Coach is rendering services from.

The party initiating the dispute resolution shall select two qualified arbitrators in and provide notice to the opposing party, who then has ten (10) days to select its preference. The parties shall effectuate any paperwork necessary to retain the services of the arbitrator. Arbitration shall take place within thirty (30) days of selection.

The parties shall share the cost of arbitration during the dispute, provided, however, the prevailing party shall be able to recover the costs of arbitration. Attorney’s fees shall not be recoverable.

**Indemnification:** Each part agrees to indemnify, defend, and hold harmless the other party and its agents, officers, relatives, and employees from and against any and all liability expense, including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to bodily injury, death, financial or business losses, or property damage arising from such party’s performance or failure to perform its obligations hereunder.

**Limitation of Liability:** Except as expressly provided in this Contract, the Coach makes no guarantees, representations, or warranties of any kind or nature, express or implied, with respect to the Services. 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 Contract, and the Client’s exclusive remedy, shall be limited to the lesser of: fifty percent (50%) of the amount actually paid by the Client to the Coach under this Contract for all Services through and including the termination date, or $500.

**Contact Information:**

Coach: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Magnolia Healing Center

332 East Drive

Biloxi, MS 39531

yitz@magnoliahealingcenter.com

818.210.6049

Client:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By executing this Coaching Contract, I hereby attest that I have read and agree to the items contained in this document.

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

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