

COACHING AGREEMENT

1. 1. Parties

This Coaching Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [COACH NAME OR BUSINESS], located at [COACH ADDRESS] (the "Coach"), and [CLIENT NAME], located at [CLIENT ADDRESS] (the "Client"). The Coach and the Client are referred to individually as a "Party" and together as the "Parties." Where the Client is a company sponsoring coaching for an individual, the individual being coached is [COACHEE NAME] and the sponsoring company agrees that the confidentiality terms in Section 7 apply to the sessions. Notices are effective when sent to [COACH EMAIL] and [CLIENT EMAIL]. Each person signing below represents that they are authorized to enter into this Agreement.

2. 2. Coaching Program and Container

The Coach will deliver the following coaching program to the Client: [PROGRAM NAME AND DESCRIPTION] (the "Program"). The Program consists of [NUMBER OF SESSIONS] coaching sessions delivered over an engagement period of [ENGAGEMENT LENGTH, e.g., 12 weeks or six months], beginning on [START DATE] and ending on [END DATE]. Included alongside the sessions are [INCLUDED ITEMS, e.g., an intake questionnaire and onboarding call, written session summaries, workbooks and worksheets, assessments, recordings, or access to a group community]. Anything not listed in this section is outside the Program and will be quoted separately. The Program is designed to support the Client in working toward the goals recorded during onboarding, which are: [CLIENT GOALS]. Those goals may be revised by written agreement during the engagement without changing the fee.

3. 3. Session Cadence, Length, and Delivery Method

Sessions run [SESSION LENGTH, e.g., 45, 60, or 90 minutes] and are scheduled [CADENCE, e.g., weekly, every other week, or twice per month] at times agreed in advance through [SCHEDULING METHOD]. Sessions are delivered by [DELIVERY METHOD, e.g., video call, telephone, or in person at a stated location]. The Client is responsible for joining from a private, quiet location with a reliable connection so that the full session time is usable. Sessions begin and end at the scheduled times, and a session does not extend because the Client joins late. Unused sessions do not roll over past the end of the engagement period unless the Coach agrees in writing. If the Coach must move a session, a replacement time will be offered within [COACH RESCHEDULE WINDOW, e.g., 14 days] at no cost to the Client.

4. 4. Between-Session Support and Response Times

Between scheduled sessions, the Client may contact the Coach through [SUPPORT CHANNELS, e.g., email, a messaging application, or voice messages] for brief questions, accountability check-ins, and course corrections. The Coach will respond within [RESPONSE WINDOW, e.g., one business day] during the stated support hours of [SUPPORT HOURS AND DAYS, e.g., Monday through Thursday, 9:00 a.m. to 5:00 p.m. local time]. Messages sent outside those hours are answered on the next business day. Between-session support is limited to [SUPPORT LIMIT, e.g., short written exchanges of a few messages] and is not a substitute for a session, an unlimited advisory service, or a crisis line. Requests that require substantial preparation, document review, or a live conversation will be moved to the next scheduled session or quoted as additional work. The Coach does not provide emergency or after-hours support of any kind.

5. 5. Client Responsibilities and No Guarantee of Results

Coaching is a collaborative process, and the outcome depends primarily on the effort, honesty, decisions, and

follow-through of the Client. The Client agrees to attend scheduled sessions, complete agreed actions between sessions, communicate openly about what is and is not working, and give the Coach accurate information. The Client remains solely responsible for every decision made and every action taken during and after the engagement, including decisions about business, career, money, relationships, and health. The Coach makes no representation, warranty, or guarantee of any particular result, income figure, promotion, revenue increase, weight change, relationship outcome, or timeline. Any example, case study, or testimonial shared by the Coach illustrates what one person achieved and is not a promise of what the Client will achieve.

6. 6. Nature of Coaching and Referral Obligation

Coaching is a forward-looking process of inquiry, goal setting, and accountability. Coaching is not therapy, psychotherapy, counseling, psychiatric or psychological treatment, medical advice, diagnosis or treatment of any physical or mental health condition, substance abuse treatment, legal advice, tax advice, accounting, or financial or investment advice, and the Coach is not acting as a licensed therapist, physician, attorney, accountant, or financial adviser unless separately stated and licensed. Coaching does not replace care from any of those professionals, and the Client will not delay or discontinue such care because of coaching. The Client will tell the Coach if the Client is currently under the care of a mental health professional. If issues arise during the engagement that in the reasonable judgment of the Coach fall outside the scope of coaching, the Coach will say so and will refer the Client to an appropriate licensed professional, and may pause or end the engagement under Section 13.

7. 7. Confidentiality and Its Limits

The Coach will treat the content of sessions, written exchanges, assessments, and any personal or business information shared by the Client as confidential, will use it only to deliver the Program, and will not disclose it to any third party without written permission. The Client acknowledges that the coaching relationship is not a legally privileged relationship. Unlike communications with an attorney, physician, or licensed therapist, coaching communications are not protected from disclosure in a legal proceeding, and the Coach may be compelled by subpoena or court order to produce notes or testify. The Coach may also disclose information without permission where the Coach reasonably believes it is necessary to prevent serious harm to the Client or another person, where disclosure is required by law, including any mandatory reporting of suspected abuse of a child or vulnerable adult, or where it is needed to establish a legal claim between the Parties. The Coach may discuss the engagement in anonymized form with a supervisor or mentor coach bound by comparable confidentiality obligations.

8. 8. Rescheduling, Missed Sessions, and Lateness

The Client may reschedule a session at no charge by giving at least [RESCHEDULE NOTICE, e.g., 24 hours] notice before the scheduled start time, subject to availability within the engagement period. A session cancelled with less notice, or missed without notice, is treated as delivered and is deducted from the Program. The Client may reschedule without penalty no more than [RESCHEDULE LIMIT, e.g., two] times during the engagement. If the Client is more than [GRACE PERIOD, e.g., 15 minutes] late without notice, the Coach may treat the session as missed and end the appointment. Sessions cannot be banked, stacked, or transferred to another person, and the engagement period does not extend because sessions went unused. The Coach may grant a written pause of up to [PAUSE LENGTH, e.g., 30 days] for a documented medical emergency, bereavement, or comparable event.

9. 9. Program Fee and Payment Plan

The total fee for the Program is [PROGRAM FEE], payable either in full on signing or under the following payment plan: [NUMBER OF INSTALLMENTS] installments of [INSTALLMENT AMOUNT], charged on [BILLING DAY] of each [BILLING PERIOD] to the payment method on file. The Client authorizes those recurring charges until the full Program fee is paid. The Client acknowledges that the payment plan is a

convenience for spreading the cost of one Program and is not a subscription that can be cancelled partway through: the entire Program fee is earned and owed once the engagement begins, whether or not the Client attends every session or completes the Program. A failed or declined payment carries a fee of [RETURNED PAYMENT FEE], and the Coach may suspend sessions and access to materials until the account is current. Amounts more than [DELINQUENCY PERIOD, e.g., 15 days] past due may be referred for collection, and the Client is responsible for reasonable collection costs and attorney fees.

10. 10. Refund Policy

The Program fee is non-refundable once the engagement begins, because the Coach reserves calendar capacity and prepares materials specifically for the Client. If the Client cancels before the first session and within [COOLING OFF PERIOD, e.g., three days] of signing, the Coach will refund all amounts paid less a non-refundable administrative fee of [ADMINISTRATIVE FEE]. After the first session, no refund is due except where the Coach terminates the engagement without cause under Section 13, in which case the Coach will refund the unearned portion of the fee calculated as the number of undelivered sessions multiplied by [PER SESSION VALUE]. Dissatisfaction with results, a change of mind, a change in circumstances, or a decision to stop attending does not create a right to a refund. The Client agrees not to initiate a chargeback for amounts owed under this Agreement without first raising the issue in writing and allowing [DISPUTE PERIOD, e.g., 10 days] to resolve it.

11. 11. Intellectual Property and Materials License

All workbooks, worksheets, frameworks, assessments, slide decks, recordings, videos, templates, and written materials supplied by the Coach (the "Materials") remain the exclusive property of the Coach, including all copyrights and any trademarks in them. The Coach grants the Client a personal, limited, non-exclusive, non-transferable, revocable license to use the Materials for the individual purposes of the Client during and after the engagement. The Client will not copy, resell, publish, distribute, upload to any public or shared platform, use to train any automated system, or teach the Materials to others, and will not use the Materials to create a competing program or curriculum. Where the Client is a company, the license extends only to the named individual being coached unless a broader license is purchased in writing. Any notes, insights, ideas, or plans created by the Client during coaching belong to the Client.

12. 12. Recording, Feedback, and Testimonials

Neither Party may record a coaching session by audio, video, transcription tool, or automated note-taking assistant without the prior express consent of the other Party, given before the recording begins. Where the Coach records a session for the benefit of the Client, the recording is shared only with the Client and is retained for [RECORDING RETENTION PERIOD, e.g., 90 days]. If the Client is dissatisfied at any point, the Client agrees to raise the concern directly with the Coach in writing and to allow [FEEDBACK RESPONSE PERIOD, e.g., 10 business days] for a response and a proposed resolution before escalating it publicly. The Coach may use a testimonial, quotation, first name, photograph, or result shared by the Client in marketing only with separate written consent, which the Client may withdraw at any time by written notice for future use.

13. 13. Termination

Either Party may terminate this Agreement on [TERMINATION NOTICE, e.g., 14 days] written notice. If the Client terminates for any reason other than a material breach by the Coach, the full Program fee remains due under Section 9 and any unpaid installments continue to be charged as scheduled. The Coach may terminate immediately, without further obligation beyond the refund described in Section 10, if the Client is abusive or threatening toward the Coach or others, repeatedly misses sessions, fails to pay, presents needs that in the reasonable judgment of the Coach require licensed clinical care rather than coaching, or asks the Coach to act

outside the scope described in Section 6. On termination, access to the Materials, recordings, and any community may be revoked. The obligations on confidentiality, intellectual property, payment, limitation of liability, and indemnity survive termination.

14. 14. Limitation of Liability, Indemnification, and Governing Law

To the fullest extent permitted by law, the total liability of the Coach arising out of or relating to this Agreement will not exceed the total fees actually paid by the Client under it, and neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, lost revenue, lost business opportunity, or lost data. The Client releases the Coach from any claim arising from decisions the Client made or did not make during or after the engagement. The Client will indemnify and hold harmless the Coach against third-party claims arising from actions taken by the Client on matters discussed in coaching, from any breach of this Agreement by the Client, and from any misuse of the Materials. This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be resolved first through direct discussion and then through mediation in [MEDIATION LOCATION] before any filing in the courts located in [VENUE COUNTY AND STATE]. This Agreement is the entire agreement between the Parties and may be amended only in a writing signed by both.

15. 15. Signatures

By signing below, each Party confirms that they have read this Agreement, understand that coaching is not therapy, counseling, medical care, legal advice, or financial advice, understand that no specific result is guaranteed, and agree to be bound as of the Effective Date. COACH: [COACH NAME OR BUSINESS]. Signature:

_____. Printed Name: [COACH SIGNER NAME]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____. Printed Name: [CLIENT PRINTED NAME]. Title (if signing for a company): [TITLE]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures on a single document.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Coaching is largely unregulated in the United States, but the boundary between coaching and licensed practice such as psychotherapy, counseling, dietetics, legal advice, or investment advice is defined by state law and can be crossed without intending to. Consumer protection rules on installment payments, automatic charges, non-refundable fees, and income or results claims also vary by state and by advertising channel. Review and adapt this document for your own practice, and consult a licensed attorney before using it for a high-value program. Use of this template does not create an attorney-client relationship with ScanContract.