

Client Agreement

This Agreement is entered into by and between: Larry Hargrave, Larry Hargrave Ltd. and A.C.O.M. Coaching DBA, Coach and

(Name, Address)

(Client) whereby Coach agrees to provide Coaching Services for Client focusing on topics/results/outcomes/goals to be determined jointly by the Client and the Coach.

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 ethics and standards of behavior in accordance with the ethics and standards of our profession. It is important that the Client understand that no in-person/in physical-proximity meetings will be conducted with a coach as an ethics and applicable standards of behavior provision of this agreement.
- 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 he/she may terminate or discontinue the coaching relationship at any time.
- 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 implement 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.

- F. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2) Services

The parties agree to engage in a three month Coaching Program through internet/ telephone meetings. Coach will be available to Client by e-mail and voicemail in between scheduled meetings as defined by the Coach. Coach may also be available for additional time, per Client's request on a prorated basis rate of \$25.00 per 20 minute segment (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

3) Schedule and Fees

This coaching agreement is valid as of the date payment is made. The fee is either \$1,000.00 in advance for 5 sessions, or 575.00 per month for two months paid in advance each month for a total of five sessions based on payment for five (5) sessions held within two consecutive months. The calls/meetings shall be 45-60 minutes. If rates change before this agreement has been signed and dated, the prevailing rates will apply. The refund and cancellation policy in effect for the term of this Agreement is as follows:

All contracts are binding. A.C.O.M. Coaching does not offer refunds for any payment paid on coaching services. We are here to coach you to your highest level of success, and part of that is requiring a commitment from you that you are fully invested in your coaching package. When refunds are an option, you can have "one foot in" the work, and "one foot out" the door. It is to YOUR benefit to decide BEFORE purchasing your package and committing to work with us that your coach is the right coach for you. If you're in, you need to be 100% in, just as your coach will be for you.

Should you need to reschedule a coaching session, you may do so by providing 48 hours notice in advance of your session and making up the session within a week of the originally scheduled date. Sessions not cancelled 48 hours in advance will not be eligible for make-ups. It is important that you prioritize this work to receive the full benefit of your coaching package.

4) Procedure

The time of the coaching meetings will be determined by Coach and Client based on a mutually agreed upon time schedule. The Coach will initiate all scheduled calls and ZOOM or other virtual meetings. The Coach will call and/or contact the Client via

email at the number or email address provided by the Client for all scheduled meetings. If the Client will be at any other number for a scheduled call/meeting Coach will be notified prior to the scheduled appointment time.

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 principles of confidentiality. 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.

6) Release of Information

The Coach engages in training and continuing education for those in contracted pursuit of, and/or maintained credentials provided and issued by A.C.O.M. Coaching. That process requires the names and contact information of all Clients for possible verification by A.C.O.M. Coaching. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with A.C.O.M. Coaching members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared.

Client Agrees _____ Client Refuses _____

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

7) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach 48 hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

8) Termination

Either the Client or the Coach may terminate this Agreement at any time with two(2) weeks acknowledged email notification. As per the stated refund and cancellation policy in effect for the term of this Agreement all contracts are binding. A.C.O.M. Coaching does not offer refunds on coaching services. Client agrees to compensate the Coach for all coaching services which includes eight paid meetings, rendered or not rendered, through the effective date of the coaching relationship, three months past the date of initial payment.

10) 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.

11) 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.

12) Dispute Resolution

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. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

13) Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14) Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15) Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without giving effect to any conflicts of laws provisions.

16) Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

Please sign two copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records and email the other to:

Coach and Address:

Larry Hargrave larry@larryhargrave.com

CLIENT:

(Client Name, Address, and Email)

Signature:

Date:

Larry Hargrave for A.C.O.M. Coaching

Name/Title:

Larry Hargrave/Coach

Signature:

Date: