**INDIVIDUAL COACHING AGREEMENT**

This agreement is entered into by and between **Kim Wallant**, Growth Mindset Coaching for College Students, Montville, ME 04941, and

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| CLIENT NAME: |  |
| ADDRESS: |  |

whereby coach agrees to provide Coaching Services for Client focusing on the topics/results/outcomes/ goals defined in **First Session Form**.

**Description of Coaching:** Coaching is a collaborative partnership (defined as an alliance, not a legal business partnership) whereby the Coach and Client engage together in a thought-provoking and creative process that inspires the Client to maximize their potential. It is primarily forward-looking and designed to facilitate the creation/development of Client goals and to develop and carry out a strategy/plan for achieving those goals.

1. **Coach-Client Relationship**
	1. Coach agrees to maintain the ethics and standards of behavior established by the International Coaching Federation “(ICF)”. It is recommended that the Client review the
	[ICF Code of Ethics](https://coachingfederation.org/ethics/code-of-ethics) and the applicable standards of behavior.
	2. Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly with the Coach, be open to receiving feedback from the Coach, and to create the time and energy in their lives to participate fully in the program.
	3. Client acknowledges that coaching is a comprehensive process that may involve different areas of his/her/their life. The client agrees that deciding how to handle these issues, incorporate coaching principles into their lives and implementing choices is exclusively the Client’s responsibility.
	4. Client is solely responsible for creating and implementing his/her/their own physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from the coaching relationship and his/her/their 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 inactions, or for any direct or indirect result of any services provided by the Coach.
	5. Client acknowledges that coaching is NOT therapy and does NOT substitute for therapy if needed. Client further acknowledges that coaching does NOT prevent or cure, or treat any mental disorder or disease, and does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association. 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.
	6. Coach agrees to be open and receptive to Client feedback regarding his/her/their program and to strive to make mutually agreeable program adjustments.
2. **Termination**
Client acknowledges that he/she/they may terminate or discontinue the coaching relationship at any time, for any reason.
3. **Services**
	1. The parties agree to engage in a 5-week or 10-week Coaching Program.
	2. Coach will be available to Client by email or text message in between scheduled sessions at no additional cost, and agrees to respond by the next business day (Tues, Wed, Thurs, 12 - 6 pm, unless Coach has previously made Client aware that they will be unavailable).
	3. Coach will also be available for additonal time outside of scheduled coaching sessions to support client specific needs, like reviewing client supplied documents, reading or writing reports for compliance-related activities, engaging with court personnel, employers or collaborative service providers, at a pro-rated hourly rate (see section 11).
4. **Content**All material created and used by **Growth Mindset Coaching for College Students** in the course of the Client coaching program, including handouts, content, graphics, text, original website and social media content, images, videos, recordings, and blog posts are owned exclusively by True North Creative Therapy, LLC. Materials sourced from other content creators is used with permission and is the exclusive property of the originator. Client may not reproduce, sell, or disseminate in whole or in part any information received during coaching program, without prior written consent of True North Creative Therapy, LLC. Social media content originating from True North Creative Therapy, LLC may be shared with appropriate attribution. Any other reproduction or distribution in any form and on any media platform is expressly prohibited.
5. **Coaching Procedure**
	1. Sessions will be scheduled weekly unless otherwise specified (see section 8).
	2. The time and format of coaching sessions will be mutually agreed by the Coach and Client at the time of scheduling.
		1. If session will be conducted by phone, Client will initiate the call to the Coach at the number supplied at the time of scheduling.
		2. If session will be conducted by video conference, the Coach shall provide a link to the video conference platform at the time of scheduling. Client and Coach agree to begin video conference on time, and to appear on camera for the duration of the video conference. If technical issues prevent video use, Client and Coach will mutually decide to continue with voice only.
		3. Client agrees to be in a situation and location where it is safe for them to speak freely and participate in the session.
	3. Expectation of Timeliness: If Client arrives more than 15 minutes late to a 55-minute session, or 10 minutes late to a 25-minute session, by phone or video conference, they forfeit the session time and fee; it will NOT be rescheduled. If Client arrives less than 15 minutes late to a 55-minute session, or 10 minutes late to a 25-minute session, an abbreviated session will be held and will conclude at the originally scheduled time. If Coach fails to appear for a session or is delayed longer than 10 minutes, the session will be rescheduled at no cost to the Client.
	4. Record Retention: Coach will keep limited information on file regarding the Client engagement. The coaching agreement, client contact information, as well as a payment log, and dates of completed coaching sessions will be securely stored and retained for 3 years. In addition, any Coach completed compliance reports or other measures completed at the request of the Client, Court or the Client’s sponsor, shall remain on file for 3 years. Client specific objectives/goals, action plans/strategy, and progress toward these will be retained solely by the client.
6. **Cancellation Policy**

If Client needs to cancel a session, notice must be provided by text or email 24-hours prior to scheduled appointment, and session will be rescheduled at no penalty to Client. If Client cancels with less than 24-hours notice (and does not have extraordinary circumstances), the session fee and session time will be forfeit. If Coach needs to reschedule a session, Client will be notified by text or email at least 24-hours in advance, and there will be no penalty to client.

1. **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.

The only exceptions to this Confidentiality provision are (i) if the coaching engagement is paid for or facilitated by a sponsor, court or probation mandate which includes requirements for compliance reporting, (ii) Coach receives a lawfully issued subpoena or court order to disclose the Client information, (iii) if the Client has shared information that reasonably leads Coach to believe that either the Client or another person face imminent or likely risk of danger or harm, (iv) if the Client discloses child abuse or Coach suspects child abuse, or (v) if the Client discloses involvement in illegal activities. The Client acknowledges his/her/their continuing obligation to raise any confidentiality questions or concerns with the coach in a timely manner.
2. **Schedule and Fees**
	1. This coaching agreement is valid as of

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| --- | --- | --- | --- | --- | --- |
| MONTH: |  | DAY: |  | YEAR: |  |

* 1. Sessions will be scheduled weekly as follows:
	 First Session: 55 minutes Followup Sessions: 25 minutes
	2. Coaching program fees:
	Program fees are subject to change. If rates change before this agreement has been signed and dated, Client will be advised of new rates.
* **Growth Mindset Jumpstart** (5 weeks: includes one 55-minute focus session and four 25-minute followups (valid for 3 months): $360
* **Growth Mindset Power-Up** (add five 25-minute sessions: ONLY available as an add-on to Jumpstart or Full Journey) (valid for 3 months): $250
* **Growth Mindset Full Journey** (10 weeks: includes one 55-minute focus session and nine 25-minute followups (valid for 3 months): $520

1. **Payment:** Full program fee is to be paid **two days prior to a scheduled session** by PayPal/VENMO.
2. **Refund Policy**Should Coach terminate coaching program prior to conclusion, Coach shall return funds for any sessions yet to be scheduled at a rate of $120 for the 55-minute focus session and $60 per 25-minute session. There will be no refunds for completed sessions. Cancelled Client sessions (per Cancellation Policy) must be rescheduled by the Client WITHIN ONE MONTH OF SCHEDULED PROGRAM END, unless other terms have been defined in writing and approved by both parties. Sessions not rescheduled will be forfeit and funds will not be returned.
3. **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. Fees, for additional services, such as reviewing client supplied documents, reading or writing reports for compliance-related activities, engaging with court personnel, employers or collaborative service providers, will be billed at a pro-rated hourly rate of $360.
4. **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 90-days after notice is 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.
5. **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.

Upon signing, this agreement shall be binding upon the parties hereto. Please remember to keep your original form for your records, then sign, scan, and upload the completed form to the “Coaching Forms” page of Growth Mindset for College Students: www.kimwallant.com

**Client Information Growth Mindset for College Students/True North**

 **Creative Therapy, LLC**

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| Name: |  |  | Name: |  |
| Signature: |  |  | Signature: |  |
| Date: |  |  | Date: |  |

\_\_\_ If signing electronically, type your name on signature line &
 “X” the line above indicating your commitment in lieu of signature.