

BUSINESS COACHING AGREEMENT

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This Business Coaching Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[COACH LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [COACH ADDRESS] ("**Coach**"); and

[CLIENT LEGAL NAME], [an individual / a STATE ENTITY TYPE] located at [CLIENT ADDRESS] ("**Client**").

Coach and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Coach to provide business coaching to support Client (or Client's leadership) in setting strategy, improving execution, and growing the business, and Coach wishes to provide that support, on the terms of this Agreement. This Agreement defines the scope of the coaching, distinguishes coaching from consulting and professional advice, and sets out fees, confidentiality, and the responsibilities of each Party. In consideration of the mutual promises below, the Parties agree as follows.

1. Nature of the Engagement

1.1 Business coaching. "**Business Coaching**" is a collaborative relationship in which Coach helps Client clarify goals, develop plans, improve decision-making, and stay accountable for the growth and operation of Client's business. Coach acts as a thinking partner and accountability resource; Client retains full authority over and responsibility for all business decisions.

1.2 Coaching vs. consulting. Coaching focuses on developing Client's own capabilities and decisions. Where the engagement instead calls for Coach to perform defined deliverables, analysis, or implementation work, that is consulting and is covered only if expressly described in Section 2 or a separate consulting agreement.

1.3 Not professional advice. Coach is not providing legal, accounting, tax, financial, investment, securities, or other licensed professional advice under this Agreement. Client is responsible for obtaining such advice from appropriately licensed professionals before acting.

1.4 Client decisions. All strategic, financial, hiring, and operational decisions are Client's alone. Coach does not direct, control, or assume responsibility for Client's business or its results.

2. Scope of Services

2.1 Services. Coach will provide business coaching (the "**Services**") focused on: [DESCRIBE, e.g. revenue growth, leadership, operations, go-to-market, founder effectiveness].

2.2 Sessions and cadence. The program includes [NUMBER] coaching sessions of approximately [NUMBER] minutes each, delivered [weekly / biweekly / monthly] over [DURATION], conducted [by video / by phone / in person at [LOCATION]].

2.3 Participants. Coaching will be provided to [Client / the following named individuals: [NAMES/ROLES]]. Coaching of additional participants requires the Parties' written agreement.

2.4 Between-session support. Coach will provide [describe, e.g. email or messaging support during business hours / review of [NUMBER] documents per month / none] between sessions.

2.5 Materials and tools. Coach may provide frameworks, worksheets, or assessments. Coach retains ownership of its pre-existing methodologies and materials and grants Client a non-exclusive license to use them internally for Client's own business.

3. Fees and Payment

3.1 Fees. Client will pay Coach [a program fee of [AMOUNT] / [AMOUNT] per month / [AMOUNT] per session] for the Services. Fees are stated in [CURRENCY] and exclusive of applicable taxes.

3.2 Payment schedule. Client will pay [monthly in advance / in [NUMBER] installments / in full before the program begins] by [PAYMENT METHOD]. Undisputed invoices are due within [NUMBER, e.g. 15] days of the invoice date.

3.3 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law. Coach may suspend Services while an undisputed amount remains unpaid.

3.4 Expenses. Client will reimburse Coach for reasonable, pre-approved, documented out-of-pocket expenses, such as travel to in-person sessions.

3.5 Refunds. [State refund terms clearly, e.g. fees are non-refundable once a billing period begins / prorated refund of unused prepaid sessions on early termination].

4. Scheduling and Cancellation

4.1 Scheduling. The Parties will schedule sessions by mutual agreement; the initial schedule is [SCHEDULE].

4.2 Rescheduling. To reschedule without forfeiting a session, the requesting Party must give at least [NUMBER, e.g. 24] hours' notice.

4.3 Missed sessions. A session cancelled with less than the required notice, or missed without notice, is forfeited and counts as delivered, except in genuine emergencies the Parties agree to excuse.

4.4 Coach unavailability. If Coach must cancel, Coach will reschedule the session at no additional charge.

5. Confidentiality

5.1 Definition. "Confidential Information" means non-public business information a Party shares, including financials, strategy, customer data, pricing, and plans, that is marked confidential or that a reasonable person would understand to be confidential.

5.2 Obligations. Each Party will use the other's Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by similar obligations.

5.3 Exclusions. Confidentiality does not apply to information that is public through no fault of the receiving Party, was known without restriction before disclosure, is rightfully obtained from a third party, or is independently developed.

5.4 **Compelled disclosure.** A Party may disclose Confidential Information as required by law or court order, with prompt notice to the other Party where legally permitted.

5.5 **Non-disparagement and testimonials.** Coach will not use Client's name, likeness, or results in marketing without Client's prior written consent.

6. Intellectual Property

6.1 **Coach materials.** Coach retains all right, title, and interest in its pre-existing methodologies, frameworks, templates, and materials ("**Coach Materials**"), and grants Client a non-exclusive, internal-use license to materials delivered as part of the Services.

6.2 **Client materials.** Client retains all right, title, and interest in Client's own business information, work product, and decisions. Nothing in this Agreement transfers ownership of Client's business or assets to Coach.

6.3 **Feedback.** Coach may use general, non-confidential learnings and improvements to its own methods, provided it does not use or disclose Client's Confidential Information.

7. No Guarantee; Limitation of Liability

7.1 **No guarantee of results.** Business outcomes depend on many factors outside Coach's control, including market conditions and Client's own execution. Coach does not guarantee any specific revenue, profit, growth, valuation, or other result.

7.2 **Exclusion of indirect damages.** Neither Party is liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or business opportunity, arising out of or related to this Agreement.

7.3 **Liability cap.** Except for liability that cannot be limited under applicable law and for breach of confidentiality, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid by Client for the Services in the **[NUMBER, e.g. 6]** months before the event giving rise to the claim.

7.4 **Responsibility for decisions.** Client assumes full responsibility for business decisions and actions taken in connection with the coaching, and releases Coach from claims arising from those decisions, except to the extent caused by Coach's gross negligence or willful misconduct.

8. Term and Termination

8.1 **Term.** This Agreement begins on the Effective Date and continues for the program period or until terminated under this Section.

8.2 **Termination for convenience.** Either Party may terminate this Agreement on **[NUMBER, e.g. 30]** days' written notice. Section 3.5 governs any refund.

8.3 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after notice.

8.4 **Effect of termination.** On termination, Client will pay for all Services performed and expenses incurred through the effective date, subject to Section 3.5.

8.5 **Survival.** Sections 3 (for amounts accrued), 5, 6, 7, and 9 survive termination.

9. General Provisions

9.1 **Independent contractor.** Coach is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.3 Dispute resolution. Before filing suit, the Parties will attempt in good faith to resolve any dispute through senior-level discussion within **[NUMBER]** days of written notice. **[OPTIONAL: mediation or arbitration — discuss with counsel.]**

9.4 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets, on written notice.

9.5 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.6 Entire agreement; amendment. This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.7 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COACH

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

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