

COACHING AGREEMENT

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

[COACH LEGAL NAME], [an individual residing at / a STATE ENTITY TYPE with its principal place of business at] [COACH ADDRESS] ("**Coach**"); and

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

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

Recitals. Client wishes to engage Coach to provide coaching services to support Client in pursuing defined personal or professional goals, and Coach wishes to provide those services, on the terms of this Agreement. This Agreement defines the nature of the coaching relationship, its scope and limits, the schedule and fees, and the responsibilities of each Party. In consideration of the mutual promises below, the Parties agree as follows.

1. Nature of the Coaching Relationship

1.1 What coaching is. "**Coaching**" is a collaborative, forward-looking relationship in which Coach supports Client in clarifying goals, generating options, and taking action. Coaching is a thinking and accountability partnership; Client remains responsible for Client's own choices, actions, and results.

1.2 What coaching is not. Coaching is not therapy, counseling, psychotherapy, medical care, mental-health treatment, legal advice, financial or investment advice, or business consulting. Coach is not acting as a licensed therapist, physician, attorney, accountant, or financial advisor under this Agreement (unless separately and expressly engaged in that licensed capacity).

1.3 Referrals. If Client's needs fall outside coaching, Coach may suggest that Client consult an appropriate licensed professional. Client is responsible for deciding whether and from whom to seek such services.

1.4 Client autonomy. Client acknowledges that Client is fully responsible for Client's physical, mental, and emotional well-being, decisions, choices, actions, and results arising from the coaching.

2. Scope of Services

2.1 Coaching services. Coach will provide the coaching services described here (the "**Services**"): [DESCRIBE FOCUS, e.g. career transition, leadership development, productivity, accountability].

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

2.3 **Between-session support.** Between scheduled sessions, Coach will provide [describe, e.g. brief email or messaging support during business hours / none].

2.4 **Preparation and assignments.** Coach may suggest reflections, exercises, or action steps between sessions. Client's progress depends on Client's engagement with this work; completion is at Client's discretion.

3. Scheduling, Cancellation, and Missed Sessions

3.1 **Scheduling.** The Parties will schedule sessions by mutual agreement. The initial schedule is: [SCHEDULE].

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

3.3 **Late cancellation and no-show.** A session cancelled with less than the required notice, or missed without notice, is forfeited and counts as a delivered session, except in cases of genuine emergency the Parties agree to excuse.

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

3.5 **Expiration.** Prepaid sessions must be used within [DURATION, e.g. the program period plus 30 days], after which unused sessions expire unless the Parties agree otherwise in writing.

4. Fees and Payment

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

4.2 **Payment schedule.** Client will pay [in full before the program begins / in [NUMBER] installments of [AMOUNT] on [DATES] / monthly in advance].

4.3 **Method and timing.** Client will pay by [PAYMENT METHOD]. Undisputed invoices are due within [NUMBER, e.g. 7] days of the invoice date.

4.4 **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.

4.5 **Refunds.** [Program fees are non-refundable once the program begins / Client may cancel within [NUMBER] days for a prorated refund of unused sessions / OTHER]. The Parties should state refund terms clearly here, consistent with applicable consumer-protection law.

5. Confidentiality

5.1 **Confidential treatment.** Coach will keep confidential the personal and business information Client shares during the coaching relationship and will use it only to provide the Services.

5.2 **Not a privileged relationship.** Client understands that the coaching relationship is not a legally privileged relationship (unlike, for example, attorney-client or doctor-patient relationships) and that communications may not be protected from compelled disclosure in the same way.

5.3 **Exceptions.** Coach may disclose information where required by law, where disclosure is necessary to prevent imminent harm, or with Client's consent.

5.4 **Testimonials.** Coach will not identify Client or use Client's name, likeness, or results in marketing without Client's prior written consent.

6. Client Acknowledgments and Responsibilities

6.1 Honesty. Client agrees to be honest and forthcoming in coaching sessions, as the value of coaching depends on candor.

6.2 Responsibility for decisions. Client acknowledges that all decisions and actions Client takes are Client's own responsibility, and that Coach is not liable for Client's choices or their consequences.

6.3 Health disclosure. If Client is under the care of a mental-health or medical professional, Client should inform that professional of Client's decision to work with Coach, and is encouraged to seek their guidance where appropriate.

6.4 No representation of results. Coach makes no guarantee that Client will achieve any particular result. Outcomes depend on Client's circumstances, effort, and factors outside Coach's control.

7. Limitation of Liability

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

7.2 Liability cap. Except for liability that cannot be limited under applicable law, Coach's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid by Client for the Services giving rise to the claim.

7.3 Assumption of responsibility. Client assumes full responsibility for any action Client takes based on the coaching and releases Coach from claims arising from Client's own 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 in Section 2.2 or until terminated under this Section.

8.2 Termination for convenience. Either Party may terminate this Agreement on [NUMBER, e.g. 14] days' written notice. Section 4.5 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. 7] days after notice.

8.4 Effect of termination. On termination, Client will pay for all Services performed through the effective date, subject to the refund terms in Section 4.5.

8.5 Survival. Sections 4 (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 direct discussion within [NUMBER] days of written notice. [OPTIONAL: mediation or arbitration — discuss

with counsel.]

9.4 **Assignment.** The Services are personal to Coach. Neither Party may assign this Agreement without the other's prior written consent.

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 / N/A]**

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

Date: _____

Date: _____

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