

## **Life and Empowerment Coaching Agreement With Ellen Stewart**

This Career Coaching Agreement (“**Agreement**”) is made this day \_\_\_\_\_ between **Life and Empowerment Coach Ellen Stewart** and an individual, (“**Client**”).

**TERM:** The term of this Agreement shall commence on the date hereof November 14, 2018 and shall expire after 4 (four) one hour telephone sessions, beginning on the Commencement Date. This Coaching Agreement between Coach Ellen Stewart and Client may be renewed in 4 (four) one hour telephone sessions throughout 2019/2020. It should be noted that 4 (four) one hour telephone sessions is used in calculating the Coaching Agreement.

**SERVICES:** During the Term of the Agreement, Coach will assist the Client with Life and Empowerment Coaching. If Client does not have a specific goal, Coach shall assist the Client in determining what goals would be appropriate which Coach and Client shall then implement.

The service to be provided is coaching, which is not advice, therapy, nor counseling and may address specific personal projects, business successes or general conditions in the client's life or profession. Coaching is a designed alliance that helps bring out the best in the client and helps the client create and live the life they want to live. Upon completion of the 4 (four) one hour telephone sessions of coaching, at the client’s request, a new contract will be drawn for the next sessions.

Throughout the working relationship the coach will engage in direct and personal conversations. The client can count on the coach to be honest and straightforward in asking questions and making requests. The client understands that the power of the coaching relationship can only be granted by the client and the client agrees to do just that-have the coaching relationship be powerful. If the client believes that coaching is not working as desired, the client will immediately communicate that to the coach and both will take action to remedy the situation.

**FEE:** Client shall pay Coach for the services to be performed by the Coach under this Agreement the total sum of \$500.00. The amount will be paid as follows: At the First Coaching Session. The fee is \$500.00 for one month of coaching services. It should be noted that 4 (four) one hour sessions is used in calculating the one month fee.

**RELEASE OF INFORMATION.** Client shall execute any forms necessary to release information to Coach.

**CONFIDENTIALITY.** Coach expressly acknowledges and agrees that all files, client identities and other confidential information concerning the Client are covered by applicable state and federal confidentiality statutes. In recognition of this fact, Coach will not, during or after the term hereof, disclose or cause to be disclosed any such records, identities or other confidential information, other than information in the public domain, to any person for any reason or purpose whatsoever, except such disclosure that may be required by law or by appropriate court order, nor shall Coach use any records for their purposes or for the benefit of any person during or after the term hereof. In no event shall any information be released without forty-eight (48) hours prior written notice to the Client. Client acknowledges that the confidentiality of conversations or messages conducted over cell phone and voicemail, email and text messages cannot be guaranteed under the laws of confidentiality.

**TERMINATION BY CLIENT.** If the client wishes to discontinue with his or her coaching Experience, the client must notify the coach in writing within five working days of his or her last coaching session. In the event of termination by client, the Client understands that the \$500.00 FEE IS NON-REFUNDABLE and the Coach will not reimburse the Client for any unused coaching sessions in the 4 one hour coaching package.

**GOVERNING LAW.** This Agreement shall be governed in accordance with the laws of the New Jersey.

**ENTIRE AGREEMENT/AMENDMENTS.** This Agreement contains the entire understanding of the parties with respect to the retention of Coach by Client. There are no agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified or amended except by written instruments signed by each of the parties hereto.

**ASSIGNMENT/SUCCESSORS.** This Agreement shall not be assignable by any of the parties.

I, \_\_\_\_\_, hereby certified that I do not suffer from any physical or mental disability that might affect my participation in the coaching process, and, if I have any substance abuse problem or mental illness, I have consulted with my physician and other health care professional and been advised that I may participate in the coaching process without risk. I agree that if there is any change in this representation, I will promptly advise the coach.

I, \_\_\_\_\_ agree that, in the event if any claim or grievance by me against Ellen Stewart, my sole remedy will be the return of the fees paid to Ellen Stewart.

Ellen Stewart is not responsible for any direct, indirect, incidental or consequential damages beyond the total amount of fees paid by the client.

I understand that this document contains all of the information given to me by and all other representations or statements (prior or subsequent, whether oral or written) are superseded by this document.

Our signatures on this agreement indicate a full understanding of an agreement with the information outlined above.

Client (print):

Client Signature:

Date:

Client Email Address:

Coach: **Ellen Stewart**

Coach Signature Date: *Ellen Stewart*

Date:

Coach Email Address: [ellen@pushybroadfromthebronx.com](mailto:ellen@pushybroadfromthebronx.com)

Note: This agreement does not constitute a determination of or diagnosis of an illness or plan of treatment. The above-named coach is a certified coach not a medical professional. If you should need mental or physical treatment, you agree, with the help of your medical/health care professional, to seek out whatever medical treatment is necessary or required.