

Shafer Leadership Coaching Agreement (Member Client)

This Agreement is entered into by and between (Shafer Leadership Academy) and (Client) whereby an assigned Shafer Leadership Coach agrees to provide Coaching Services for Client focusing on Leadership/Career Development with definition and application to be further explored through the coaching process.

Description of Coaching: Coaching is an alliance 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.** The Shafer Leadership Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation “(ICF)” (*Coachfederation.org/ethics*). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.
- 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 she/he may terminate or discontinue the coaching relationship at any time. Client also acknowledges that Shafer Leadership may likewise terminate/discontinue the coaching relationship at any time. This mutually ensures that either party has the autonomy to determine what is in their own best interest in regard to this coaching alliance.
- 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 implementing 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 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 & Schedule

The parties agree to engage in a coaching relationship over a mutually agreed upon period with the minimum time frame of six months.

The calls/meetings shall be between 50 and 60 mins. The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. If Client needs to reschedule, they will initiate communication to ensure new date/time/location are established. If Coach needs to reschedule, they will initiate communication to ensure new date/time/location are established.

The coaching relationship will occur through video meetings online or in-person sessions. Coach will be available to client by e-mail in between scheduled meetings to update coach, ask brief questions that related to sessions and to plan future sessions.

Client may share feedback about the coaching relationship with their coach or Shafer contact, Tisha Gierhart (tgierhart@shaferleadership.com).

3) 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.

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.

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.

4) Release of Information

As a means of ongoing professional improvement, your Coach may engage in continuing education while pursuing and/or maintaining ICF (International Coach Federation) Credentials. This continuing education process requires the names and contact information of all Clients for possible verification by ICF. By signing this agreement, you agree to have only your name, contact information, and start and end dates of coaching shared with ICF staff members for credentialing purposes only.

5) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach at least **four (4)** hours in advance of the scheduled calls/meetings. Coach will attempt in good faith to reschedule a missed meeting.

6) Record Retention & Recording Policy

The coach will maintain confidential records with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. The coach may also decide to record a session for credentialing purposes with the client's approval only. All records will be maintained by the Coach in a format of the Coach's choice (digital/electronic) for a period of not less than 3 years.

7) Termination

Either the Client or Shafer Leadership may terminate this Agreement at any time with written notice.

8) Limited Liability

Except as expressly provided in this Agreement, Shafer Leadership 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 Shafer Leadership be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, Shafer Leadership's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to Shafer Leadership under this Agreement for all coaching services rendered through and including the termination date.

9) Entire Agreement

This document reflects the entire agreement between Shafer Leadership 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 Shafer Leadership and the Client.

10) Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Shafer Leadership agree to attempt to mediate in good faith for up to **thirty (30) days** once written notice is given by either party. 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.

11) 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.

12) 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.

13) Applicable Law

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

14) Binding Effect

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

Agreed upon by:

INSERT NAME (Shafer Leadership)

Date Signed

INSERT NAME (Client)

Date Signed