



Coaching Agreement between Gail Tucker Whipple, MTP, ACC (Coach)
and insert name here (Client)

NOTE: This template represents all the language of my client agreement as it is when executed electronically via my website, then followed with a Welcome Email from me outlining any remaining specifics of our engagement. **Please print or save this for your records if desired.**

Dear Client:

The purpose of this agreement is to give us a strong foundation to work from. Please read this through and use the Submit button at the bottom to accept. Agreement is mutual assent, so this is my suggested framework: I'm open to your contributions to it, and always happy to discuss your highest good.

Coaching is a thought-provoking, creative partnership.

This partnership is an alliance (not a legal business partnership) between coach and client 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.

Coaching is not therapy or counseling.

Coaching considers you creative, resourceful and whole and the expert in your own life. You choose the focus. I listen and contribute observations and questions to help you clarify what you are willing and able to do to get what you want. It's up to you to make any changes – and have the conversation.

Client Agrees: I am responsible for my own well-being, decisions, choices and actions in this relationship.

1. I am committed to learn more about myself and the ways I operate in the world. Coaching conversation can go deep into areas including work, finances, health, relationships, education and recreation. I understand it is my coach's job to facilitate these conversations. I agree to talk honestly, be open to feedback and assistance, and to create the time and energy to participate fully in the coaching program.. I acknowledge that incorporating coaching outcomes is exclusively my responsibility.
2. My coach is not and will not be liable for any action or inaction, or any direct or indirect results of my actions.
3. I acknowledge coaching is not therapy, and does not prevent, cure, or treat any mental disorder or medical disease. Further, coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and 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 it is my exclusive responsibility to seek such independent professional guidance as needed. If I am under the care of a mental health professional, I will inform them of my coaching agreement.

Coach Agrees: I work from and for your wholeness.

1. I see you as a whole and spiritually able person, ready to embody your highest potential. When, in the course of our conversations, I have insight to share, I strive to deliver it with caring and skill, trusting you know I have your wholeness and success in mind at all times.



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2. I agree to maintain the [ethics and standards of behavior set by the International Coach Federation](#) (ICF).
3. I see our work together as collaboration. I am never in a position of authority over you. I am a guide, your champion, your coach, and your visioning partner.

Services, Schedule, Fees: This is worthy work and we commit to the following together.

The parties agree to engage in a professional coaching/mentoring/consulting relationship:

Client services choices:

- Schedule and pay for individual or package of coaching or mentor sessions via Gail's online portal .
- Enroll in a multi-week Positive Intelligence Program.
- Schedule a free appointment to discuss creating a custom, ongoing engagement.

Coach intends:

- To be available to all clients for sessions by zoom or phone, and by special arrangement, in person (local clients only).
- To be available to all clients by email and voicemail in between scheduled meetings for questions, support and clarification for up to 15 minutes per month, gratis.
- To be available for additional time, per clients' request, on a prorated basis of my \$150 hourly fee (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

Fees are established per service: Individual session fees are disclosed within each service offering at [Gail's website portal here](#). Packages are available at a discount. Gail affiliates with Reciprocoach to provide special mentor session pricing for their members. Program fees differ per program, and will be agreed upon in a separate acceptance of each program.

Our relationship begins with a complimentary 15-30 minute phone call discussing your goals, which you can book at [Gail's website portal here](#). Coach follows that conversation up with a welcome email which validates our specific service, schedule and fee agreement. The welcome email will also include:

- The agreed upon number, length and method of calls/meetings:
- The fee per session
- The direction of the coaching (indicating intended focus on the following topics/results/outcomes/goals as known at the time of agreement)

With the welcome email and this executed agreement, coaching can then proceed.

Scope: Together, we make this happen.

Gail agrees to coach the client focused on the following topics/results/outcomes/goals:_____

The time and location of meetings tend to be on Zoom but can be mutually determined by Coach and Client. The Client will initiate all scheduled calls and contact the Coach for all scheduled meetings.

Cancellation Policy/Termination: We respect each other's time.

- Client agrees that it is their responsibility to cancel 24 hours in advance of the scheduled meetings.
- Coach reserves the right to bill Client for a missed meeting.
- Coach will attempt in good faith to reschedule the missed meeting.



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- Either the Client or the Coach may terminate this agreement at any time with written notice (email is fine).

Confidentiality/Release of Information: We respect important boundaries.

Confidentiality: This coaching relationship and all verbal or written information that the Client shares is bound to 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.

Release of Information: 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.

Limited Release/Contact Information to Verify Coach Training: The Coach engages in training and maintaining ICF (International Coach Federation) Credentials. That 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 or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship; no personal notes will be shared.

Client Agrees _____

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for mentoring, training, evaluation, professional development or consultation purposes.

Record Retention Policy: Coach collects contact information and potentially some session notes stored in electronic documents, private to the Coach and the Client to which those notes pertain. Coach maintains these records for a period of not less than three years. If a client is inactive after such a long period of time, I delete the notes, after first endeavoring to contact the Client to give them ownership of said notes.

The Client acknowledges that the Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship.

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Limited Liability: We are each responsible for our own actions, we respect each other even when we disagree, we will work toward harmony and wholeness in our relationship and responses.

Except as provided in this agreement, the Coach makes no express or implied guarantees or warranties. In no event will the Coach be liable to the Client for 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, will be limited to the amount paid by the Client to the Coach under this agreement for all services rendered up until the termination date.

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 30 days after notice is given. If the dispute is not 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.

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.

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.

Applicable Law

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

Executing the Agreement

This agreement is valid as of the date it is executed by signature in paper form, or the date it is submitted electronically via the submit button at gailwhipple.com/agreement.html.

Thank you for your trust and your business. I am vitally interested in you experiencing more peace, joy and expansiveness in your life as a result of our sessions.