

# Wellness Psychology

## Client Coaching Agreement

This Client Agreement (the “Agreement”), dated the date of completing the form (the “Effective Date”), is made by and between Palm Springs Wellness (hereafter known as “Company” or “Coach”, and (Mr. Mrs. Miss, Ms.) \_\_\_\_\_ (hereafter known as “Client”, and collectively, the “Parties”).

WHEREAS, Company provides Wellness / Life Coaching Services which include 1:1 Coaching, and Group coaching “Services”.

WHEREAS, Client wishes to retain Palm Springs Wellness and accepts the terms and conditions set forth herein to provide such Services.

NOW THEREFORE, in consideration of the mutual covenants stated herein, the Parties agree as follows:

### SERVICES.

Company agrees to provide wellness psychology - discovery and follow-up coaching session (herein referred to as the “Program”). Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

### DISCLAIMER. *(Initial Please)*

- \_\_\_\_\_ As a client, I understand and agree that I am fully responsible for my physical, mental and emotional well-being during my coaching calls, including my choices and decisions. I am aware that I can choose to discontinue coaching at any time.
- \_\_\_\_\_ I understand that coaching is a comprehensive process that may involve all areas of my life as applicable to my goals and desired outcomes. I acknowledge that deciding how to handle these issues, incorporate coaching into those areas, and implement my choices is exclusively my responsibility.
- \_\_\_\_\_ I understand that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association. I understand that coaching is not a substitute for counseling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment and I will not use it in place of any form of diagnosis, treatment or therapy.
- \_\_\_\_\_ I promise that if I am currently in therapy or otherwise under the care of a mental health professional, that I have consulted with the mental health care provider regarding the

advisability of working with a coach and that this person is aware of my decision to proceed with the coaching relationship.

\_\_\_\_\_ I understand that coaching is not to be used as a substitute for professional advice by legal, medical, financial, business, spiritual or other qualified professionals. I will seek independent professional guidance for legal, medical, financial, business, spiritual or other matters. I understand that all decisions in these areas are exclusively mine and I acknowledge that my decisions and my actions regarding them are my sole responsibility.

\_\_\_\_\_ I understand that certain topics may be anonymously and hypothetically shared with other coaching professionals for training OR consultation purposes.

\_\_\_\_\_ I can count on the Coach to be honest and straightforward in asking questions and making requests. I agree to be an active participant in exploring my own motivations and choices. I will be forthcoming with requests and share in designing strategies that support me.

\_\_\_\_\_ I acknowledge that I have the ability to make and keep the coaching relationship powerful. If I believe there are ways that our coaching relationship can be more effective, I will communicate this to the Coach and take action to return the power to the coaching relationship.

\_\_\_\_\_ I respect the time and energy required to make this alliance a success and I agree to provide 24-hour notice to cancel any session or otherwise be billed. I understand that missed sessions not properly cancelled cannot be rescheduled.

\_\_\_\_\_ If for any reason the Coach believes that the Client would be better served by a resource other than the Coach, the Coach reserves the right to refer the Client elsewhere and/or cancel the relationship immediately. In such a case, the Coach will provide the Client with a refund of fees previously collected for any unused portion of contracted service based on the Refund policy listed below.

#### FEES.

The client is choosing to invest in the following:

- \_\_\_\_\_ Discovery Session (2.5 hours)
- \_\_\_\_\_ Individual Coaching Sessions (90-minute session)
- \_\_\_\_\_ \*10-Session Coaching Package (10 – 90-minute sessions)

\*Upon completion of the 10-session coaching package, the coaching contract will convert to a per session agreement with payment due at the time of each session.

#### PAYMENT.

Client must pay for the full cost of each session/discounted coaching session packages prior the time of service. Payments can be made at [www.palmspringswellness.com](http://www.palmspringswellness.com). We also accept Check or credit cards.

#### REFUNDS.

Client is responsible for full payment of fees for the entire Program, regardless of whether Client completes the Program. To further clarify, no refunds will be issued. Client maintains the option to pay per session or to enroll in a non-refundable 10-session package.

#### CONFIDENTIALITY.

This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party during discussions, Or otherwise, throughout the Term of this Program (“Confidential Information”). Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the Effective Date shall survive the termination, revocation, or expiration of this Agreement.

#### COMPELLED DISCLOSURE OF CONFIDENTIAL INFORMATION.

Notwithstanding anything in the foregoing, in the event that Client is required by law to disclose any of the Confidential Information, Client will (i) provide Company with prompt notice of such requirement prior to the disclosure, and (ii) give Company all available information and assistance to enable Company to take the measures appropriate to protect the Confidential Information from disclosure.

#### NON-DISCLOSURE OF COMPANY MATERIALS.

Material given to Client in the course of Client’s work with the Company is proprietary, copyrighted and developed specifically for Company. Client agrees that such proprietary material is solely for Client’s own personal use. Any disclosure to a third party is strictly prohibited.

Company’s program is copyrighted and the original materials that have been provided to Client are for Client's individual use only and are granted as a single-user license. Client is not authorized to use any of Company’s intellectual property for Client's business purposes. All intellectual property, including Company’s copyrighted program and/or course materials, shall remain the sole property of the Company. No license to sell or distribute Company’s materials is granted or implied.

Further, by signing below, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's agreements contained in this paragraph, Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

#### NON-DISPARAGEMENT.

Client shall not make any false, disparaging, or derogatory statement in public or private regarding Company, its employees, or agents. Company shall not make any false, disparaging, or derogatory statements in public or private regarding Client and its relationship with Company.

#### INDEMNIFICATION.

Client agrees to indemnify and hold harmless Company, its affiliates, and its respective officers, directors, agents, employees, and other independent contractors from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, Client's participation or action(s) under this Agreement. Client agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Client's participation under this Agreement, unless expressly stated otherwise by Company, in writing.

#### DISPUTE RESOLUTION.

If a dispute is not resolved first by good-faith negotiation between the Parties to this Agreement, every controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety-(90)-days from the date of the initial arbitration demand and shall take place in Los Angeles, California. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety-(90)-day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

#### GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of California, regardless of the conflict of laws principles thereof.

#### ENTIRE AGREEMENT; AMENDMENT; HEADINGS.

This Agreement constitutes the entire agreement between the Parties with respect to its relationship, and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. Neither course of performance, nor course of dealing, nor usage of trade, shall be used to qualify, explain, supplement or otherwise modify any of the provisions of this Agreement. No amendment of, or any consent with respect to, any provision

of this Agreement shall bind either party unless set forth in a writing, specifying such waiver, consent, or amendment, signed by both parties. The headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation.

#### COUNTERPARTS.

This Agreement may be executed in one or more counterparts (including by means of facsimile or electronic mail via portable document format), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

#### SEVERABILITY.

Should any provision of this Agreement be or become invalid, illegal, or unenforceable under applicable law, the other provisions of this Agreement shall not be affected and shall remain in full force and effect.

#### WAIVER.

The waiver or failure of Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

#### ASSIGNMENT.

This Agreement may not be assigned by either Party without express written consent of the other Party.

#### FORCE MAJEURE.

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

#### CLIENT RESPONSIBILITY; NO GUARANTEES.

Client accepts and agrees that Client is 100% responsible for its progress and results from the Program. Company will provide professional support to Client; however, participation is the one vital element to the Program's success that relies solely on Client. Company makes no representations, warranties or guarantees verbally or in writing regarding Client's performance. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. By signing below, Client acknowledges that there is an inherent risk of loss of capital and there is no guarantee that Client will reach its goals as a result of participation in the Program and Company's comments about the outcome are expressions of opinion only. Company

makes no guarantee other than that the Services offered in this Program shall be provided to Client in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Client Agreement as of the date first indicated below.

Your signature on this agreement indicate full understanding of, and, agreement with, the information outlined above.

I have read and agree to the above.

---

Client Signature

Date