

Coaching AGREEMENT

Coaching is a collaborative process with an ongoing relationship between the Client and the Coach. The coaching experience supports the Client in establishing new behaviors. The coaching relationship is strengths-based, forward-looking, and collaborative. The coaching agenda is developed and implemented in partnership between the Client and the Coach, with the role of the Coach being to help the Client progress toward achieving a goal.

The Client and the Coach agree to engage fully in the coaching experience

The Client recognizes that coaching is not therapy, counseling, or consulting

CONFIDENTIALITY

The Coach agrees to keep all conversations and information with the Client private and confidential, as allowable by law. No personal information will be shared with anyone without the Client's express permission. Exceptions may be made if there is an imminent threat of serious injury to oneself or someone else.

DATA SECURITY

You understand that the use of technology is not always secure and you accept the risks of confidentiality in the use of email, text, phone, Marco Polo, Zoom and any other technology.

WAIVER

You hereby release, waive, acquit and forever discharge your Coach, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages you may claim to have or that you may have arising out of acts or omissions by yourself or by your Coach as a result of the advice given by your Coach or otherwise resulting from the coaching relationship contemplated by this agreement.

You further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to you to sign this agreement. This agreement shall bind your heirs, executors, personal representatives, successors, assigns, and agents.

THE SERVICES

By entering into this relationship, the Client and Coach acknowledge that the Client desires to

make a behavioral change or some type of improvement in his or her life. Behavioral change often takes time to implement and sustain. The pace of change is uncertain and varies amongst individuals.

COACHING SESSION PROCEDURES

Coaching sessions may occur in person, by phone, or through video conference, depending on what works best for the Client and the Coach.

The Coach and Client agree to adhere to established appointment times. The Coach and Client agree to begin and finish all appointments on time. If the Client is more than 10 minutes late to an appointment, the Coach will assume that the appointment is canceled and the Client will adhere to the missed appointment calendar. If the Coach is more than 10 minutes late to an appointment, the Client may assume that the session is canceled and the Client shall be rescheduled at a date earliest convenience for the Client.

The Client agrees to cancel or reschedule an appointment at least **24 hours in advance**, without a change fee. Changes or cancellations made after 24 hours will result in one of two ends: 1) Client will be allowed one "life happens" and be rescheduled or 2) If this is the second or more missed appointment, the appointment will be forfeited with no refund and not rescheduled.

Sessions are by phone either via Zoom, FaceTime audio, by telephone direct. The coach is open to other formats by mutual agreement. The Coach is responsible for ensuring that they are available for consultation at agreed times. The Coach will send a reoccurring appointment link that will be used for every single appointment.

The length of each session is set by the client at the time of booking on the appointment booking platform. Sessions may over-run by mutual agreement, but only if the Coach has no commitments immediately following the session.

CANCELLATION POLICY

Clients maintain the right to cancel payment at any time. Cancellation must be given in writing. If you need to cancel a session, please give **24 hours notice** to reschedule the session, or this session will otherwise be charged.

COACHING FEES

The fee for all coaching services will be charged according to the payment plan the Client has selected. Two options for payments are offered: one time whole payment or monthly subscription payment.

REARRANGING SESSIONS

If the client needs to rearrange a coaching session, they should provide at least 24 hours notice. In exceptional circumstances the Coach may need to rearrange a coaching session. In those instances she will also give the client 24 hours notice where practical. Please keep in mind all Clients are allowed **one** "life happens" circumstance, and rescheduling will be at the Coach's discretion.

PURCHASING EXTRA SESSIONS

At this time no additional sessions may be purchased. Sessions are available in 6-week, 12-week and 6-month sessions. Fortitude Clients will be allowed purchase of additional sessions, but must be a member of the Fortitude 2.0 community.

CANCELLATIONS

If the Coach fails to give you 24 hours' prior notice of any cancellation, you will be entitled to 1 extra hour of coaching, in addition to the session you missed. I require a minimum of 24 hours' prior notice of any cancellation of **any** coaching workshop sessions. If you fail to provide a minimum of 24 hours' prior notice, sessions will be handled as follows: First miss: we get it, life happens, reschedule. Second + more offense: session will be forfeited with no refund and no reschedule.

EARLY TERMINATION

In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments, inappropriate behavior by the client, actual or potential conflict of interest, or other reasons, the Coach can decide to terminate the service to the client early or refuse or be unable to provide further coaching sessions to the client. In such a circumstance the client will be given reasonable notice of termination by the Coach where practicable and will be refunded any advance payments made for coaching sessions not yet provided.

VARIATION TO TERMS & CONDITIONS

Where an Initial Number of Sessions is agreed, any changes to these terms and conditions intended to take effect prior to the conclusion of those Initial Number of Sessions will only have effect if agreed by both the Coach and the client and confirmed by the Coach in writing by email or letter. In other cases, the Coach may change any of these terms or conditions including the Per Session Fee by giving the client one week's notice in writing by letter or e-mail of the change(s). If following receipt of such notification of change, the client no longer wishes to proceed with further coaching sessions, they may withdraw from the service immediately by giving notice in writing by email or letter and they will then be entitled to a full refund of any fees paid in advance for coaching sessions not yet provided. Such notice will be effective on receipt by the Coach

COMPLAINTS

If for any reason you are unhappy with the Coach, you may cancel your remaining sessions and receive a refund for your remaining sessions **ONLY** . In all circumstances, any sessions used with the Coach remain used. The Coach cannot prescribe treatment or diagnose medical conditions. They may at any time ask to consult with your doctor should any mental health or medical condition arise.

REFUNDS

If for any medical reason you are no longer able to complete any coaching sessions, you will be given a refund on any outstanding sessions. We may ask for you to provide proof from your doctor.

Coaching Success GUIDELINES

The Coaching Process

Life coaching will help you set your goals, identify what it is that is holding you back and teach you how to move past your fears. With life coaching services, you'll learn how to take immediate action and commit in times of uncertainty. It is the coach's objective to get the best out of you, while holding you accountable for achieving the goals you set

My Coaching Philosophy

By utilizing the Habit Change Coaching Method taught by the Health Coach Institute, along with biblical and Christian teachings, the goal at Kayla Josefiak, LLC Christ-Centered Life Coaching is to help the rural woman discover her God-given purpose while living a life as her best self by implementing habit change that leads to lasting positive effects.

Client Expectations

The client is expected to attend each agreed session on time and ready to act and shall hold themselves accountable for what they do and do not do to make sessions productive. They may need to be open to changes in their goals as the coaching journey progresses. Coaches shall ask difficult questions and expect the client to be open and honest in order for growth to take place. However, clients do maintain the right to decide which topics to cover and to terminate a topic if they choose that they no longer wish to discuss it further

Coach Expectations

The coach is expected to listen to their client and their wishes, and work within that guideline where possible. Guidelines will be agreed prior to all sessions in order to ensure the client is aware of what behaviour will/will not be accepted. The goal of each session is to work through any setbacks that the client may currently be facing, clarify all goals through exercises and locate methods to move their client forward on their goals.

Code of ETHICS

As your coach, I agree to:

- maintain a professional relationship with my clients at all times always keep my clients' interests above those of my own maintain, guard and guarantee my clients' confidentiality
- I not offer advice, counselling, or psychotherapy to any client in my duties as a coach
- develop lasting relationships built on a foundation of honesty, integrity and respect with every client I serve
- commit all of my professional experience, and focus to helping every client I serve
- expect success from every client I serve, and I will not be limited in my expectations by my clients' past performances
- encourage my clients to believe in themselves, set realistic goals, take appropriate actions and celebrate success
- provide my clients with a safe and nurturing coaching experience, which will allow them to be themselves without fear of judgment, criticism or failure
- remain committed to professional excellence in all that I do and all I provide

DISCLAIMER

I understand that the coaching services I will be receiving from my Coach are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. I also understand that my Coach is not acting as a mental health counselor or a medical professional.

I understand and agree that I am fully responsible for my well-being during my coaching sessions, and subsequently, including my choices and decisions.

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 therapy.

I understand that all comments and ideas offered by my Coach are solely for the purpose of aiding me in achieving the defined goals I create with my Coach. I have the ability to give my informed consent, and hereby give such consent to my coach to assist me in achieving such goals and understand that results are not guaranteed.

I understand that to the extent our work together involves career or business, my Coach is not promising outcomes included but not limited to increased clientele, profitability and or business success.

I understand that my Coach will protect my information as confidential unless I state otherwise in writing. If I report child, elder abuse or neglect or threaten to harm myself or someone else, I understand that necessary actions will be taken and my confidentiality agreement limited in this capacity.

Furthermore, if my Coach is ordered by a court to provide information or to testify, she will do so to the extent the law requires.

I understand that the use of technology is not always secure and I accept the risks of confidentiality in the use of email, text, phone, Skype and other technology.

I hereby release, waive, acquit and forever discharge my Coach, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages I may claim to have or that I may have arising out of acts or omissions by myself or by my Coach as a result of the advice given by my Coach or otherwise resulting from the coaching relationship contemplated by this agreement.

I further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to me to sign this agreement. This agreement shall bind my heirs, executors, personal representatives, successors, assigns, and agents.