

# Teaching/Coaching/Hypnosis Agreement

This Agreement is entered into by and between: J. Keith Brown, Coach/Teacher/Hypnotist/Author and you, the (Client) whereby Coach/Teacher/Hypnotist/Author agrees to provide Coaching, Teaching or Guided Hypnosis to the Client focusing on agreed upon issue or issues. This service is a single 1-1 Session, 1-1 Coaching Package (multiple sessions), Group Coaching Package or Membership, or 1-1 Hypnosis Session(s).

The use of the word "Coaching," within this contract, will also pertain to and include any teaching and/or guided hypnosis.

**Description of Coaching:** Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in faith, thought, and creative process that inspires the client to maximize personal potential and healing. It is designed to facilitate proper reflection, facilitate the creation/development of personal goals, and to develop and carry out a strategy for said goals.

## **Coach-Client Relationship**

Coach agrees to maintain high ethics and standards of behavior. Coaching is not protected by the religious confessional or attorney/client privilege.

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, diagnose, or treat any mental disorder or medical disease.

Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

Client acknowledges that coaching is a comprehensive process that may involve different areas of his/her life. 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.

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 any 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.

The Client understands that in order 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.

## **Services**

The parties agree to engage in a single session (30 minutes or 60 minutes), multiple sessions, or multiple group sessions as applicable in their program of choice. These sessions are provided using Zoom. Coach will be available to Clients by e-mail and Private Messages in between scheduled meetings as defined in the program purchased.

**Schedule and Fees**

This coaching agreement is valid as of Date of Acceptance and submission by client.

The individual/couple's sessions will be either 30 minutes or 60 minutes and 90 minutes for group sessions. If rates change before this agreement as been signed and dated, the prevailing rates will apply.

**Refunds**

There is no refund unless the minimum for a group is not met. If that is the case, client will have the choice of being automatically enrolled in the next session or ask for a refund of the package price. This is the only condition for refunds.

**Procedure**

The time of the coaching will be determined by Coach and Client based on a mutually agreed upon time. Group sessions will be determined by the coach alone. The Coach will initiate all scheduled calls via Zoom.

**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 principles of confidentiality that is standard for the profession. 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. Please note that in groups, each member agrees to keep all information confidential to the group, but this can't be guaranteed by the coach and thus each group client agrees to not hold the coach responsible for such. Confidential information does not include information that: (a) was in the Coach's possession prior to its 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 issue 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/her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

**Cancellation Policy**

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled call. Coach reserves the right to bill the Client for a missed session. Coach will attempt in good faith to reschedule the missed meeting if possible.

**Termination**

Either the Client or the Coach may terminate this Agreement at any time with 1 weeks written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship. (The exception is the group package refund above.)

**Limited Liability**

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

**Entire Agreement**

This document reflects the entire agreement between the Coach 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 Coach and the Client. 10) Dispute Resolution 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 given. 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) Sever ability If a 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 of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, without giving effect to any conflicts of laws provisions. 13) Binding Effect This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

**Dispute Resolution**

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 given. 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.

**Sever-ability**

If a 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 of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

**Binding Effect**

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

**Client:**

Name \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Coach:** J Keith Brown (*constitutes signature*)