



Coaching Agreement Terms and Conditions

This Leadership Coaching Agreement is entered into by and between the TASA Executive Coaching Network (Contracting Entity) and Client whereby Contracting Entity agrees to assign an identified executive coach (Coach) to provide Executive and Leadership Coaching Services for Client on leadership topics, results, outcome, and/or goals as agreed upon by Client and Coach.

Description of Coaching: Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process with the express goal of helping the client realize their personal and professional potential within an organizational context. It is designed to facilitate the creation/development of personal or professional goals and to develop and carry out a strategy or plan for achieving those goals.

1) Coach-Client Relationship:

- A. Coach agrees to abide by the ethical standards set forth by the International Coaching Federation (ICF). It is requested that the Client review the [ICF Code of Ethics](#) to ensure understanding of the ethical standards that will be applied by the Coach.
- B. Client is solely responsible for his/her wellbeing. The decisions or actions that result from the relationship with the Coach remain the responsibility of the Client. Accordingly, the Client agrees that the Contracting Entity and/or Coach is not nor will be liable or responsible for the Client's actions or inaction, or for any direct or indirect result of any services provided by the Coach. The Client understands that 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 understands that coaching is not to be used as a substitute for professional advice by legal, mental, medical, financial, or other qualified professionals and will seek independent professional guidance for such matters. If Client is currently under the care of a mental health professional, it is recommended that the Client informs the mental health care provider of the nature and extent of the coaching relationship as agreed upon by the Client and Coach.
- D. Client acknowledges that coaching is a comprehensive process that may involve different areas of his/her personal and/or professional 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.
- E. Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance, and create the time and energy to participate fully in the program.
- F. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

- 2) **Services:** The parties agree to engage in a six- to twelve-month Executive Coaching Program through various modes via virtual/video, telephone, email, and/or voice/text chat to include: the number of sessions and type of coaching modality (individual versus group coaching), and the administration of any assessment instrument(s), if applicable, as outlined in the coaching package selected by the Client. Virtual coaching sessions to be scheduled via Zoom or other virtual meeting platform scheduled bi-weekly or as determined by the Client. This Executive Coaching Program also includes ongoing availability of the Coach to the Client by means of electronic correspondence via voice/text chat, email, and/or brief phone calls between scheduled sessions as defined by and agreed upon by Coach and Client.
- 3) **Schedule and Fees:** This Agreement is valid as of the date the client registers and pays for coaching services through the TASA Coaching Network online portal. The fee for this Agreement is indicated in the package selection made by the Client. All fees must be paid in full prior to the start of the coaching program (prior to the first coaching session). (Note: For Clients participating in the FTSA complimentary 6-session coaching package, the coaching program may begin when the Client is notified of the assigned Coach.)
- 4) **Procedure:** The scheduled time of the coaching sessions will be determined by Coach and Client based on a mutually agreed upon time. Coach and Client will meet via Zoom or other virtual platform with the link provided by the Coach unless the Client otherwise prefers to meet by telephone.
- 5) **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 to confidentiality by the ICF Code of Ethics but is not considered a legally confidential relationship (like in Medicine or Law) and, thus, communications are not subject to the protection of any legally recognized privilege. The Coach agrees to not disclose any information pertaining to the Client without the Client's written consent. The Contracting Entity or 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 it 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; (e) that the Coach is required by law, 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 risk or 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.
- 6) **Cancellation Policy:** In the case the Client needs to cancel or reschedule a coaching session or other appointment, Client agrees that it is the Client's responsibility to notify the Coach at least 24 hours in advance of the scheduled session(s). A missed session or a session canceled less than 24 hours in advance will count as one of Client's available sessions. If Client is late to the session, the time will be deducted from the session. Coach will attempt in good faith to reschedule the missed session and to accommodate schedules in effects of family emergencies.
- 7) **Record Retention Policy:** The Client acknowledges that the Coach has disclosed his/her retention policy with respect to documents, information, and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print, digital/electronic, or otherwise) for a period of not less than two (2) years.
- 8) **Limited Liability:** Except as expressly provided in this Agreement, the Contracting Entity or 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 Contracting Entity or Coach be liable to the Client for any indirect, consequential, or special damages. Notwithstanding any damages that the Client may incur, the Contracting Entity or Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount paid by the Client to the Contracting Entity under this Agreement for all services rendered up until and including the termination date.

- 9) **Entire Agreement:** This document reflects the entire Agreement between the Contracting Entity and the Client and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written or oral representations. The Agreement may not be amended, altered, or supplemented in any way except in writing and signed by both the Contracting Entity and the Client.
- 10) **Dispute Resolution:** If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Contracting Entity agree to attempt to mediate in good faith for up to 30 days after notice 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.
- 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 Texas, without giving effect to any conflicts of laws provision. The Parties hereby agree that any action arising out of this agreement will be brought solely in any state or federal court located in Texas, Travis County. Both parties hereby submit to the exclusive jurisdiction and venue of any such court.
- 14) **Release of Information:** The Coach may engage in training and continuing education pursuing and/or maintaining Internal Coach Federation (ICF) credentials. That process requires the names and contact information of all Clients for possible verification purposes by ICF. By signing this Agreement, Client agrees to have only his/her name, contact information, and start/end dates of the coaching program shared with ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship. No personal notes will be shared.
- 15) **Binding Effect:** This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

Note: The content of this Coaching Agreement was adapted from the ICF Sample Coaching Agreement. The TASA Executive Coaching Network is solely responsible for the Agreement.

I understand that this document contains all the information given to me by TASA Executive Coaching Network, and all other representations or statements (prior or subsequent, whether oral or written) are suspended by this document.