



## **COACHING AGREEMENT**

This document constitutes an understanding and a contract between us, Heart of the Soul Consulting LLC and its representatives (“Coach”), and you, \_\_\_\_\_, “Client.”  
**Print Your Full Name (required)**

Please read this document carefully and raise any questions or concerns prior to signing it. This document must be signed by the Client and received by the Coach before the start of the first coaching session.

### **Description of Services**

The services to be provided by Heart of the Soul Consulting, LLC are coaching, virtual coaching, and tele-coaching as designed jointly with you, the Client. Coaching is an interactive, voluntary relationship. Coaching may involve, but is not limited to: Questions, discussions, education, moments of silence, considering options, sharing perspectives, and engaging in practices during coaching sessions and in the Client’s environment. Typical coaching sessions last 60-90 minutes.

### **Initial Consultation**

A free initial consultation is available to answer Client questions and to for Coach to gather information to guide the coaching relationship. Client is encouraged to discuss needs and expectations during this consultation and throughout the coaching relationship.

### **Fees**

Several different coaching packages and payment plans are available to fit different budgets and needs. Client agrees to select the most suitable package make a secure payment. Payment is required in advance of coaching sessions. In the event that Coach is unable to provide the number of coaching services purchased, Client is entitled to reimbursement of their balance.

### **Cancellations**

Client agrees to give 24-hour notice of cancellation or change of appointment time to avoid being charged for session. Coach will make every effort to reschedule sessions which are cancelled in a timely manner.

### **Differences between Coaching and Psychotherapy**

Coaching is not a substitute for psychotherapy or mental health treatment. The primary representative of Heart of the Soul Consulting is a certified coach, and a clinical social worker (psychotherapist) licensed in Florida, with training and experience in diagnosing and treating emotional problems.

While there are some similarities between coaching and psychotherapy, the main difference is that psychotherapy focuses on the diagnosing and treating mental illness, while coaching is a non-clinical service. Examples of conditions that would be more suitable for psychotherapy treatment include, but are not limited to:

Severe or debilitating depression or anxiety, suicidal thoughts, self-harm behavior, alcohol or substance abuse, personality disorders or other conditions beyond the scope of coaching expertise.



The goals of psychotherapy are to alleviate the symptoms of mental illness, while the goals of coaching are to achieve a greater satisfaction with an area of life, as identified by the client. Psychotherapy may be reimbursed by health insurance, while coaching is not. Both coaching and psychotherapy utilize knowledge of human behavior, motivation, behavioral change, and interactive techniques.

The professional coaching relationship is specifically designed to avoid the power differentials that occur in the psychotherapy relationship. In coaching, the client sets the agenda and the success of the enterprise depends on the client's willingness to take risks and try new approaches. Client is expected to evaluate progress and inform the coach about their level of satisfaction, with the expectation that either or both might take steps to modify any problems that may be arising.

#### **Client Initiative**

Client agrees that they are entering the coaching relationship voluntarily and not as a result of a court-order or other legally binding agreement.

#### **Professional Advice**

Coaching is not to be used in lieu of licensed professional advice. Client agrees to seek professional guidance for legal, medical, financial, business, religious, psychological, or other matters as needed. If either party recognizes that a problem would be better served by a mental health professional, Client will be advised to seek treatment from a licensed therapist, psychologist, psychiatrist or from your physician. In instances when mental health is a significant concern, Coach may insist upon psychotherapy and access to psychotherapist as a condition of continuing as your coach.

#### **Waiver of Responsibility**

Client acknowledges that in the course of coaching services, discussion may involve topics that are personal, challenging, or disturbing. Coach may offer suggestions or present options that involve risk. Client also acknowledges and agrees to take full responsibility for their physical, mental, and emotional well-being and for any actions, choices and decisions made as a result of the coaching process or relationship. Client waives and releases any claims arising or results from questions, suggestions, and advice (or lack thereof) and from actions, choices and decisions in which the Client may engage.

#### **Confidentiality Disclaimer**

Coach will make every effort to protect the confidentiality of client communication and records and will not release personal information without written consent. However, certain means of communication, such as wireless telephones and email may not be entirely secure from eavesdropping. It is impossible to guarantee the protection of confidential information in circumstances involving computer storage or platforms connected to the internet. Client acknowledges that Coach cannot be held responsible for instances of breach of confidentiality through wireless telephone, computer internet, or information hacking.

Coach is legally obligated to breach confidentiality in order to protect from harm. If there is evidence that a child, elderly, disabled or otherwise vulnerable person is being abused, neglected or exploited, Coach must take actions to prevent further harm. Coach is obligated to take steps to prevent Client from engaging in imminent self-harm or felonious activities. These situations are quite rare in coaching



practices. However, if such a situation occurs Coach will make an effort to discuss this with Client prior to taking any actions. Coach must also respond to any court order and be able to secure legal advice about compliance with this Agreement.

### **Termination of Agreement**

This Agreement is subject to the laws of the State of Florida, USA. This Agreement will remain valid until either party terminates the coaching relationship. If either party wishes to terminate the coaching relationship, they must notify the other party by phone and/or email.

### **Dispute Resolution**

Client is responsible to communicate needs in order to improve their satisfaction with the coaching relationship or agree upon a fair resolution. Any legal controversy or claim arising from or relating to this Agreement, or the breach of this Agreement, shall be settled by binding arbitration, which will occur by an arbitrator that we mutually agree upon. The costs of the arbitration shall be paid mutually by the Coach and Client.

### **Limitation of Damages**

Client understands that Coach makes no guarantees or warranties, expressed or implied, about any results to be achieved. If Coach is found liable for any loss or damage under this Agreement, liability shall be limited to the lesser of payment for outstanding sessions or total payments made under this contract.

### **Statement of Understanding and Agreement**

This Agreement constitutes the entire understanding and agreement of the Client and Coach and no amendment, change or modification of this Agreement shall be valid, unless in writing and signed by the parties hereto.

By entering my name below as an electronic signature, Client acknowledges having reviewed this Agreement. Client acknowledges understanding all aspects of the Agreement and agrees to abide by it.

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**Client Signature (required)**

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**Date (required)**

*June B. Pouliot*

Owner, Representative  
Heart of the Soul Consulting, LLC

### **Instructions:**

**Print your name on Page 1.**

**Sign and date document on page 3.**

**Scan or send completed document to [June@HeartoftheSoulConsulting.com](mailto:June@HeartoftheSoulConsulting.com)**