



## **Pathway To JYA**

### **Master Services Agreement**

This Agreement is entered into by and between: Danetta Haynes and (Client Name) whereby Coach agrees to provide Coaching Services for Client.

#### **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 that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/ development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

#### **1) Coach-Client Relationship**

A.

Coach agrees to maintain the ethics and standards of behavior established by the Association for Coaching “(AC)” global codes of ethics. It is recommended that the Client review the AC Code of Ethics and the applicable standards of behavior -

<https://www.associationforcoaching.com/page/AboutCodeEthics>

B.

Client is solely responsible for creating and implementing their own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and their 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. The Client understands 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 further acknowledges that they may terminate or discontinue the coaching relationship at any time.

D.

The Client acknowledges that coaching is a comprehensive process that may involve different areas of their life, including work, finances, health, relationships, education and recreation. 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.

The 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 counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or 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.

F.

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.

## **2) Services**

Danetta Haynes

Pathway To JYA

403 Sycamore Trail Woodstock, GA 30189

The parties agree to engage in a \$600.00 / 6 week Coaching Program through via weekly online or in-person meetings. Coach will be available to Client by e-mail and Text in between scheduled meetings as defined by the

Coach and may also be available for additional time, per Client's request on a prorated basis rate of \$100.00 (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

## **3) Schedule and Fees**

This coaching agreement is valid as of the fee is \$1000/session based on starting from

Date:

The calls/meetings shall be weekly for 60 minutes.

#### **4) Procedure**

The time of the coaching meetings will be determined by the Coach and Client based on a mutually agreed-upon time. The Coach and Client will attend every meeting and log into the chosen meeting platform on time. If the Coach or Client arrives late, either will promptly notify the other. In the event the Client is more than ten (10) minutes late, the Coach reserves the right to cancel the meeting and reschedule at their discretion.

#### **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 by the principles of confidentiality outlined in the AC Code of Ethics. 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.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its 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; or (e) the Coach is required by 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 or likely

risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

#### **6) Release of Information**

The Coach engages in training and continuing education pursuing and/or maintaining (Association for Coaching Council) Credentials. That process requires the recording of each session and the names and contact information of all Clients for possible verification by AC. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with AC 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.

Client Agrees: Client Refuses:

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

#### **7) Cancellation Policy**

Client agrees that it is the Client's responsibility to notify the Coach twenty-four (24) HOURS in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

#### **8) Record Retention Policy**

The Client acknowledges that the Coach has disclosed their record 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 or digital/electronic) for a period of not less than three (3) years.

#### **9) Termination**

Either the Client or the Coach may terminate this Agreement at any time with one (1) weeks written notice.

#### **10) Limited Liability**

Except as expressly provided in this 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 this 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.

#### **11) 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.

#### **12) 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 THIRTY (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.

### **13) 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.

### **14) 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.

### **15) Applicable Law**

This Agreement shall be governed and construed in accordance with the laws of California in the United States, without giving effect to any conflicts of laws provisions.

### **16) Binding Effect**

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

Coach: Danetta Haynes

Email: [danettahaynes@pathwaytojya.com](mailto:danettahaynes@pathwaytojya.com)

Signature:

Date:

Client Name:

Date:

Client Signature:

Client Email, Phone and Address: