

Deborah Kawakami, LLC  
6059 S. Quebec St., Suite 203  
Centennial, Colorado 80111

## Coaching Agreement

This Agreement is entered into by and between: Deborah Kawakami, MA, LPC (Coach) and \_\_\_\_\_ (Client) whereby Coach agrees to provide Coaching Services for Client focusing on the following topics/results/outcomes/goals attached to this Agreement as Schedule A. Please review this agreement carefully. If you have any questions or require clarification before signing, please contact me via phone 303-564-4575 or email at dskawakam@gmail.com so I may answer your questions.

**Description of Coaching:** Coaching is 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 satisfaction. It is designed to facilitate the creation/development of client identified personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

Coaching utilizes personal strategic planning, values of clarification, brainstorming, motivational counseling, and other counseling techniques. You are likely to be given "homework" assignments as part of our work together, and you will get out of our work as much as you are willing to put into it.

### 1) Coach-Client Relationship

A. Coach and Client agree to maintain the highest ethical standards of behavior to advance the best interests of the Client. Coach will endeavor to make clear to Client what can be reasonably expected of the coaching services, and will avoid making false claims, giving misleading information or raising false expectations with Client. Coach will offer and perform all coaching services in the interest of Client. Coach will not engage in conduct that may compromise Client's interests. Coach will further avoid all conduct that amounts to sexual, racial, or other forms of discrimination, harassment or inappropriate relations with Client.

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

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

D. Client Acknowledges that coaching is a comprehensive process that may involve different areas of his or her 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. It is important that you openly discuss any dissatisfaction or concerns so that we can make the necessary adjustments in meeting your goals.

E. 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 other professional advice by legal, medical or other qualified professionals. Coaching is not reimbursable through health insurance policies, as psychotherapy often is.

**Though this Coach is a licensed professional counselor as well as a personal coach, in our work together, should we determine that psychotherapy would be a wise choice for Client's continued growth, Coach will be referring Client to another mental health professional for those services, as our relationship involves only personal coaching.**

- a. If Client is in therapy or otherwise under the care of a mental health professional, Client agrees that Client will consult with the mental health care provider regarding the advisability of working with Coach and that this person is aware of my decision to proceed with the coaching relationship.

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.

G. The Client understands and agrees that certain topics may be anonymously and hypothetically shared with other coaching professionals for training or consultation purposes.

## **2) SERVICES**

The parties agree to engage in a \_\_\_\_\_ month Coaching Program in office, telephone, Skype, or through other teleconferencing sites. Coach will be available to Client by e-mail and voicemail in between scheduled meetings as defined by the coaching package you choose (see attached Schedule A). Coach may also be available for additional time, per Client's request on a prorated basis rate of \$170.00/hour (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

## **3) SCHEDULE and FEES**

Coach's full hourly fee for coaching services is \$170.00/hour. Fees for coaching telephone/teleconferencing sessions are to be made through Coach. Face to face sessions may be either paid in advance or in person via cash, check, or credit card at the time of our session. A receipt for your records will be offered in either case.

Coach reserves the right to collect any unpaid balance and may use a collection agency or take legal action to secure payment, as authorized by state or federal law, and the collections action will become a part of your credit record.

The fee is \_\_\_\_\_ (in advance if applicable) and/or \_\_\_\_\_ per month based on the package you choose, (frequency of meetings such as # of meetings per week, month, etc.).

The calls/meetings shall be \_\_\_\_\_ (length of time). If rates change before this agreement has been signed and dated, the prevailing rates will apply.

Packages are non-refundable. It is important that you openly discuss any dissatisfaction or concerns so that we can make the necessary adjustments in meeting your goals.

#### **4) PROCEDURE**

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Client will initiate all scheduled calls and will call the Coach at the following number for all scheduled meetings: 303-564-4575. If the Coach will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time.

#### **URGENT ACCESS AND TELEPHONE CALLS**

During the time spent together in coaching sessions, Coach will devote her time, thoughts, and energy to Client, exclusively. In between sessions, Coach will however, always attempt to be available within 24 hours. If there is an urgent need to be in touch with Coach between sessions, Coach can be reached by phone at 303-564-4575. If contact of more than 15 minutes is necessary, Client will be charged at Coach's usual hourly rate. In very rare circumstances, Coach will conduct a crisis coaching session by telephone. If Client would like Coach to give an example of when this might be appropriate, please ask. If Client is unable to reach Coach when Client feels the need for urgent help, or is having a life-threatening emergency, please call 911, go to the local Emergency Room, or call the 24-hour Crisis Line for Colorado clients: 1-844-493-8255.

#### **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 will be confidential. 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.

In specific situations, Coach may be required to disclose information without Client's consent or authorization to authorities. This includes, but is not limited to situations in which a client appears to be

at risk to herself/himself or others, if child abuse or neglect is suspected, or if Coach or Client's records are subpoenaed for a legal case. These situations are quite unusual in coaching situations, and if it does arise, Coach will make every effort to discuss it with Client prior to taking the protective action. It is impossible to protect the confidentiality of information that is transmitted electronically. This is particularly true of e-mail and information stored on computers. As part of this new client packet, Client has been given an E-Communications Disclosure form to read and sign, which outlines the potential limits of confidentiality through electronic communication.

#### **6) CANCELLATION POLICY**

In the event that Client is unable to keep an appointment, Client must notify Coach 24 hours in advance (unless there is a reasonable emergency). If Coach does not receive such notice, Client will be responsible for paying the full fee as agreed upon for coaching sessions. Forgetting or missing an appointment or call is not an emergency. If Client needs to cancel or reschedule an appointment Client can call Coach at 303-564-4575. Also, Client agrees to leave his/her phone number with every message so that Coach can get back to Client even if Coach is not in the office, as Coach may not have Client's contact numbers with her.

#### **7) Termination**

Either the Client or the Coach may terminate this Agreement at any time with 1 week 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.

#### **8) 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.

Client agrees that using these coaching services are entirely at Client's risk. Coaching services are provided "as is", without warranty of any kind, either expressed or implied, including without limitation any warranty for information services, coaching, uninterrupted access, or products and services provided through or in connection with the service. This service is requested at the Client's own choice and with inherent singular responsibility. Any actions or lack of actions, taken by the Client of such advice is done so solely by choice and responsibility of the Client and is neither the responsibility nor liability of the Coach. The Client takes full responsibility in the decisions they make after being coached, as well as the consequences. The Client enters into coaching with full understanding that they are responsible for creating their own results. Periodically the Coach may provide links to other websites or written print material which may be of value, interest and convenience to Client. This does not constitute endorsement of material at those sites or any associated organization product of service. It is the responsibility of the Client to make their own informed decision about the accuracy of the information at

those sites and print material including their privacy policies. In no event shall the Coach be liable for any incident or consequential damages resulting from the Client's use of the material.

**9) 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) 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.

**11) 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.

**12) Applicable Law**

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

Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records and mail, fax or email the other to:

Deborah Kawakami, LLC  
6059 S. Quebec St., Ste #203  
Centennial, CO. 80111  
[dskawakami@gmail.com](mailto:dskawakami@gmail.com)  
303-690-0303 (fax)

CLIENT Printed Name: \_\_\_\_\_

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

Coach Deborah Kawakami, LLC

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