

Anointed Ambitions LLC Coaching Agreement/Terms of Service

The terms and conditions below apply to all coaching provided by Anointed Ambitions LLC ("the Coach") to any individual and/or organization ("the Client") and constitute the contract for the service to be provided by the Coach for the Client. This Agreement is entered into by and between Anointed Ambitions LLC, Tulsa, OK (Coach), its employees, staff, independent contractors, 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*.

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 American Association of Christian Counselors "(AACC)" (<http://www.thebclc.com/aacc-code-of-ethics/>). It is recommended that the Client review the AACC Code of Ethics and the applicable standards of behavior.

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, incorporating coaching principles into those areas, and implementing choices is exclusively the Client's responsibility.

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 and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If

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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

The parties agree to engage in a ___ month/week Coaching Program through Zoom/Phone/Text meetings. The length of the program and the method of communication is determined by the program that was purchased. Coach will be available to Client by email and voicemail in between scheduled meetings as defined by the Coach (correspondence will happen during business hours).

3) Schedule and Fees/Billing

This coaching agreement is valid as of 00/00/0000 (date of purchase). The fee is _____ and/or _____ (amount) per session based on the program/package/course that was purchased by the client. Individual coaching session prices are listed on the website. Programs, sessions, and packages may be offered at a discount. In the case that a discount is applied, the cost of an individual session applies for billing, refund, cancellation, and termination purposes.

The length of calls/meetings shall be determined by the purchase. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

The refund policy in effect for the term of this Agreement is as follows: **New One-on-One Coaching Clients will receive a full refund if requested within the first 7 days up to 48 hours before the first session. (All Clients) If the client makes a refund request after 7 days and before 30 days, the client will be charged \$125 per session completed, plus one session. If no sessions have been completed, the client agrees to pay a fee equal to the amount of one session (\$125). Refund requests after 30 days will not be fulfilled. Group Coaching Clients will receive a full refund if a cancellation and refund request is made at least 24 hours before the start of the first group coaching session. Any cancellations or refund requests made after 24 hours will result in a \$50 fee. Refunds for courses will be issued within 7 days of purchases, but not after the second day of the course has been completed. The completion of purchasing any coaching sessions, services, courses, or programs serves as an agreement of these terms.**

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 Coach will initiate all scheduled calls and will call the Client for all scheduled meetings. If the Client will be at any other number for a scheduled call, Coach will be

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notified prior to the scheduled appointment time by Client.

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 set forth in the AACC 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 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; 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 (Optional, based upon specific situation)

The Coach engages in training and continuing education pursuing and/or maintaining IBCC/AACC Credentials. That process requires the names and contact information of all Clients for possible verification by IBCC/AACC. By signing this agreement, you agree to have only your name, contact information, and start and end dates of coaching shared with IBCC/AACC 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) Session Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach **48** hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting if canceled less than 48 hours before the scheduled meeting. Coach will attempt in good faith to reschedule the missed meeting. Cancellation must be done in writing via email at contact@anointedambitions.com or text message. A cancellation message must be received or the

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client will be charged for his/her coaching session according to our billing policy.

8) Record Retention Policy

The Client acknowledges that the Coach has disclosed his/her 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 2 years.

9) Termination

Either the Client or the Coach may terminate coaching at any time with 2 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.

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 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 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.

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.

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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 the State of Oklahoma, 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.

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 email the other to:

Coach and Address: Anointed Ambitions LLC, contact@anointedambitions.com

Coach for Anointed Ambitions

Name/Title: Tiffany N Loftus

Signature: _____ Date: _____

CLIENT:

Client Name and address

Name/Title:

Signature: _____ Date: _____