



1:1 Coaching Program for Lacey Artemis

This agreement is entered into by and between: SARAH HOCKETT (**Coach**), and Lacey Artemis (**Client**) whereby Coach agrees to provide the following services:

- 4 1:1 sessions per month (1 per week for 4 weeks) for the duration of 30 minutes each
- Unlimited Voxer Messaging with Sarah for 4 weeks - See restrictions in section 2
- A personalized workbook

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 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. Coaching is a non-therapeutic intervention intended for Clients who wish to enhance their performance or improve their work or personal situation.

1) Coach-Client Relationship

A. Coach agrees to fulfill his/her responsibilities by attending coaching sessions as agreed, to select topics for discussions as mutually agreed to and planned by the Coach and Client, and to set and pursue meaningful goals with the 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 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 further acknowledges that he/she may terminate or discontinue the coaching relationship at any time, however, please see section 7 pertaining to refund policy and section 8 with termination requirements.

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.

E. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychological 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

The parties agree to engage in a **once weekly 30-minute coaching calls via phone for a minimum of 4 weeks**. Time exceeding 45 minutes will be billed at the regular hourly rate. These calls must take place within 4 weeks of entering this agreement. Calls must be scheduled via your scheduling link a minimum of 3 day in advance. Cancellations of private calls must be made a minimum of 24 hours prior to the call's scheduled time. No shows or late notice will be treated as a completed call and may not be rescheduled.

Coach will be available to Client by online messenger (Voxer) for 4 weeks beginning at the time you enter this agreement. **The number of messages client may send is unlimited, however, audio messages must be shorter than 5 minutes, and text messages must contain fewer than 1,000 characters.** Coach will only answer emails/messages periodically between Tuesday-Saturday 11AM-4PM Central Time, all messages sent outside of scheduled calls will be answered at the coach's convenience.

3.) Call cancellations and rescheduling

Coach must be given at minimum 24-hours' notice to cancel a coaching call if client would like to reschedule the call. Calls cancelled within less than 24 hours or no shows will not be rescheduled. If a client is a no show for 2 or more consecutive calls the contract will be considered abandoned and no further calls may be scheduled without a new contract. No refunds will be given for abandoned contracts. Coach may reschedule client calls at any time for personal reasons including, but not limited to, illness, injury, emergency, or severe weather events. Coach may reschedule calls due to vacation with a minimum 1-week notice to the client. During times of vacation, coach will still be available via emails and messages on a limited schedule. During times of illness, emergency or other unforeseen circumstances, availability is not guaranteed. Please note, some black out dates apply including the entire month of December.

4) Schedule and Fees

The total fee is **\$533 USD** per month (4 30-minute sessions per month) and Fees can be paid via credit card or debit card. All amounts paid hereunder shall be non-refundable once paid. Additional sessions can be scheduled as needed and rates will be at the discretion of the Coach.

The once-weekly calls shall be **30 minutes**.

If rates change before this agreement has been signed and dated, the prevailing rates will apply.

5) Procedure

The time of the coaching meetings and/or location are determined by the Coach. The Coach will meet the Client through the Coach's personal ZOOM meeting.

The coaching period ends **4 weeks from when it begins.**

Coaching sessions do not roll over after the coaching period has ended.

6) Confidentiality

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 written 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 a 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.

7) Refund Policy

The client understands that refunds are not available due to the commitment of this contract. Due to the nature of this type of coaching agreement, there will be no refunds or cancelations. There are no cancelations or refunds under any circumstance.

8) Termination of Coaching Services

Either The Client or Coach may terminate this Agreement at any time with **2 weeks** written notice. Client agrees to compensate the Coach for all coaching services for the entire term of the agreed upon 3-month coaching package.

9) 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. The Client agrees that using any of these life coaching services are entirely at their own risk. Business 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. 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.

10) 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.

11) 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 **90 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.

12) 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.

13) 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.

14) Earnings Disclaimer

In this agreement, there are no guarantees concerning the level of business or financial success you may experience in this program. There is no guarantee that you will make any income at all and you accept the risk that the earnings and income levels differ by individuals. The use of our information, products and services should be based on your own due diligence and you agree that the Coach is not liable for any success or failure that is directly or indirectly related to the purchase of your coaching program. As with any business, your results may vary and will be based on your individual capacity, business experience, knowledge, expertise, and level of desire.

15) Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the FLORIDA without giving effect to any conflict of laws provisions.

16) Binding Effect

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

Please sign and return one copy of this electronic Client Agreement within **48 hours** of receipt of the Agreement.

Retain one copy for your records

Coach: Sarah Hockett

Email: sarah@sarahhockett.com

Title: Career Clarity and Confidence Coach