



## PERSONAL COACHING AGREEMENT

**Purpose of the Agreement:** The purpose of this Agreement is to develop a coaching relationship between the Parties in order to cultivate the Client’s financial goals and create a plan to carry out those goals. (“**Coaching Services**”).

The Parties agree as follows:

- 1. Coaching Fees.** In exchange for coaching services, the Client agrees to pay the Coach the following fees and according to the following schedule:

\_\_\_\_\_ Single Session- one (1), one (1) hour session - \$250

\_\_\_\_\_ Subscription Package – one (1), one (1) hour session and one (1), thirty (30) minute session per month - \$200 recurring charge. There will be no partial month refunds.

- 2. Coaching Schedule.** The Parties agree to meet each month per the number of Sessions the Client paid for. The Client is responsible for scheduling the monthly sessions.

- 3. Coach-Client Relationship – Duties & Responsibilities.** A financial coaching relationship is a partnership between two or more individuals or entities. This relationship is not a legal partnership, instead more like a teacher-student or

coach-athlete relationship. Each Party must uphold its obligations for the coaching relationship to be successful.

- 3.1.** The Coach agrees to assume the responsibility of understanding and evaluating the Client's current needs, goals, and resources in order to develop a strategy to meet the Client's objectives. However, in order to make this plan work, the Coach expects that the Client will come prepared to take the steps necessary to succeed, take full responsibility for the plan and its implementation, and contact the Coach if the Client needs additional advice and direction to schedule additional coaching sessions.
  - 3.2.** The Client agrees to communicate honestly, be open to feedback and suggestions, and to fully engage and devote oneself to the coaching process.
  - 3.3.** The Client agrees to complete preliminary paperwork to better prepare the Coach. We ask that these forms be filled out to the very best of the Client's knowledge and ability prior to the Client's scheduled appointment. The Client assumes all responsibility for providing accurate and complete materials, documentation, and facts upon which our coaching may be based.
  - 3.4.** The Client is solely responsible for implementing the techniques discovered through coaching.
  - 3.5.** If the Client is married, both spouses agree to participate and commit to all scheduled coaching sessions. If a spouse is not available for an appointment, we will reschedule to accommodate both of your schedules.
- 4. Confidentiality.** The Coach will keep completely confidential all matters discussed, facts revealed, and the nature and content of all documents the Client provides to the Coach, or we generate. The Coach will reveal such matters only upon receipt of written authorization and clear, verifiable instructions from the Client telling the

Coach exactly what the Coach may reveal. BE ADVISED: the Coach-Client relationship is not a relationship protected by legal confidentiality (like doctor-patient or attorney-client). As such, the Coach could be required to divulge otherwise confidential information to authorities.

- 5. Cancellation Policy.** The Client agrees to notify the Coach at least 24 hours in advance of any scheduled session if the Client needs to reschedule. We do not offer refunds for our coaching services as we are a fee-for-time service. We promise that you will get out of the coaching session what you put into it.
- 6. Disclaimer:** Coaching is designed to give the Client accurate and authoritative information with regard to the subject matter covered. The Coach is not authorized to render legal, accounting, or other professional advice. Since the Client's situation is fact-dependent, the Client is responsible for additionally seeking the services of an appropriate licensed legal, accounting, or investment service.
- 7. Limited Liability.** The Coach makes no guarantees, representations, or warranties of any kind or nature, expressed 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. The Client agrees that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services or recommendations provided by the Coach.

- 8. 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.
- 9. Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
- 10. Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
- 11. 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 enforceable, 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.
- 12. 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.
- 13. Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the state of Virginia.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**Coach:**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Dianna M. Gibson \_\_\_\_\_

Date: \_\_\_\_\_

**Client:**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_