

Coaching & Consulting Agreement

Parties. Client is the person signing this agreement (“Client”). Coach is Marlo Lyons (“Coach”).

Services. Client and Coach acknowledge and agree that:

- a. Coach will provide two live Coaching Sessions via Zoom, as defined below, to help Client identify and define Client’s values.
- b. Additionally, Coach will evaluate and assess Client’s values and translate them into skills and capabilities, including some job titles where applicable, and provide the keyword list to Client no later than five business days after the second Coaching Session.

Acknowledgments.

- a. Client expressly understands Client is responsible for his or her own achievements and success.
- b. Coach cannot and does not promise that Client will take any specific action or attain specific goals.
- c. Coach does not provide counseling, therapy, advice, or direction to Client.

Codes of Conduct. The coach agrees to conduct herself in a professional manner that reflects well on the coaching profession and in accordance with the ICF Code of Ethics, which can be found here: <http://www.coachfederation.org/about-icf/ethics-&-regulation/>. The client agrees to be coachable and to empower the coaching relationship.

Initial Term. This Agreement begins on the date of Client signature (“Execution”) and will remain in effect through the duration of the Initial Term and Subsequent Term(s) or for six (6) months from date of Execution, whichever is later.

Coaching Sessions. Coaching Sessions (“Coaching Session(s)”) are the time when Coach and Client are on a Zoom call together.

- Each Coaching Session shall last forty-five (45) minutes.
- The first Coaching Session shall be sixty (60) minutes, fifteen (15) minutes of which will be used to create a Coaching Alliance.
- Coaching Session 1: Coaching Alliance and Values Exercise
- Coaching Session 2: Values Exercise / Ranking
- **All Coaching Sessions must be used within six (6) months from the date of Execution of this Agreement or Coaching Sessions will be forfeited.**
- **There will be no reimbursement for unused Coaching Sessions.**

Scheduling.

- Coaching Sessions shall be between seven and ten days apart.
- Client will schedule Coaching sessions with coach via Calendly using this link: <https://calendly.com/marloyonscoaching/boost-coaching-session>. Only if Calendly is inaccessible or there are time zone difficulties, Client will reach out to coach at marlo@marloyonscoaching.com to discuss a mutually agreed time for Coaching Sessions.

Subsequent Term(s). Client has the option to purchase additional Coaching Sessions in predesignated Packages [“Subsequent Term(s)”]

- Coach offers a six (6) Coaching Session Package and a ten (10) Coaching Session Package for Subsequent Term(s).
- Upon Client’s agreement and request, four (4) Subsequent Term(s) Coaching Sessions may be used for Coach to draft Client’s resume.
- The terms of this Agreement will remain in effect for Subsequent Term(s).

Subsequent Term Fees and Payment.

- Subsequent Term(s) Fees are:
 - \$7,900.00 USD per ten (10) session package, or
 - \$5,400.00 USD per six (6) session package
- If Client chooses to purchase Subsequent Term(s) within thirty (30) days of the last Initial Term Coaching Session or before the last Subsequent Term(s) Coaching Session, Client will receive a ten percent (10%) discount on Subsequent Term(s) Fees.
- Subsequent Term(s) Fees expire six months from Execution of this Agreement, meaning Coach may increase Fees exactly six months from Execution of this Agreement.
- Client will receive an Invoice with instructions with how to remit payment for Subsequent Term(s)
- Client agrees to pay Coach for all Client requested Subsequent Term(s) before the first Subsequent Term(s) Coaching Session. Coach will cancel Subsequent Term Coaching Session if payment is not received within four (4) hours prior to first Subsequent Term Coaching Session.

Cancellations and rescheduling. Client will use best efforts to give Coach advanced warning of cancellations or rescheduling (even if right before the session).

- **If Client does not cancel scheduled Coaching Session(s) at least sixty (60) minutes prior to the start time of the scheduled Coaching Session(s), Client shall forfeit such Coaching Session(s) and Coaching Session(s) will not be available for rescheduling and will not be reimbursed.**
- **If Client does not attend the Scheduled Coaching Session(s) and Client has not cancelled the Coaching Session prior to the Coaching Session(s) per the above requirement, then Client shall forfeit Coaching Session(s) and Coaching Session(s) will not be available for rescheduling and will not be reimbursed.**

Mutual Nondisclosure of Confidential Information. The coach and client mutually recognize that they may discuss future plans, business affairs, trade secrets, customer lists, financial information, job information, goals, personal information, and other private information (“Confidential Information”). The coach agrees to keep and maintain such Confidential Information and not to disclose or use Confidential Information without Client’s prior written consent. To honor and protect the coach's intellectual property, the client likewise agrees not to disclose or communicate Confidential Information about the coach's practice, materials, or methods to any third parties.

Waiver. Client acknowledges and agrees that in the course of the services, Coach may ask Client questions which may be personal, challenging, or disturbing. Client waives and releases any claims arising or resulting from Coach’s questions, actions, or services except for Coach’s breach of his obligations of Confidentiality above. This waiver does not apply to conduct or actions outside the scope of the Coaching and Consulting services.

No Assignment. Neither party shall have the right to assign this Agreement or any rights or obligations under this Agreement without prior written consent of the other party. Any purported assignment in violation of this section shall be null and void.

Dispute Resolution. Any controversy or claim arising out of or relating to this agreement, or the breach of this agreement, shall be settled by arbitration, which will occur via telephone by an arbitrator that we mutually agreed upon. If no such party can be agreed upon, a mediator will be appointed by the Phoenix, Arizona office of the American Arbitration Association (“AAA”). The arbitrator shall not have any power to alter, amend, modify, or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law.

Governing Law and Jurisdiction. This Agreement shall, in all respects, be governed by the laws of the State of Arizona applicable to agreements executed and to be performed within Arizona. This Agreement constitutes the entire understanding and agreement of the parties and no amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

By signing hereto, I am indicating that I have read, understood, and agreed to my rights and responsibilities, and to the policies as outlined above.

I expressly agree and understand that by signing this Coaching and Consulting Agreement by electronic signature, that all electronic signatures are the legal equivalent of my manual/handwritten signature and I consent to be legally bound by this Agreement.

Client's Name

Client Signature

Marlo Lyons

Coach



Coach Signature