



Jaclyn Kane Wellness

Coaching Agreement

This Coaching Agreement (the “**Agreement**”) is entered into _____ (the “**Effective Date**”), by and between Jaclyn Kane, with an address of Miami Beach, FL (the “**Coach**”) and _____, with an address of _____, (the “**Client**”), collectively “the **Parties.**”

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 personal, professional, and/or business goals and create a plan to carry out those goals through stimulating and creative interactions with the ultimate result of maximizing the Client’s personal potential (“**Coaching Services**”).

The Parties agree as follows:

- 1. Coaching Goals.** The Client wishes to engage the Coach’s services in order to achieve the following goals/to maximize the following area of the Client’s life:

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

- 3. Coaching Schedule.** The Parties agree to meet _____ [by telephone/in person/virtual (choose one)] _____ days per _____ [week/month (choose one)] for _____ [minutes/hours (choose one)]. Coach will be available by text a maximum of 5x per week 2x (Monday-Friday) per day for an additional fee of \$25 per week.



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- 4. Coach-Client Relationship – Duties & Responsibilities.** A wellness 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.
- 4.1.** The Coach agrees to maintain the ethics and standards of behavior established by the National Board of Health and Wellness Coaches (“NBHWC”), licensed through the National Board of Medical Examiners (“NBME”)
 - 4.2.** The Client agrees to communicate honestly, be open to feedback and suggestions, and to fully engage and devote oneself to the coaching process.
 - 4.3.** The Client acknowledges and agrees that coaching is a comprehensive process that may explore different areas of the Client’s life, including work, finances, health and relationships, but it is ultimately the Client’s decision how the Client incorporates coaching into each aspect of life.
 - 4.4.** The Client is solely responsible for implementing the techniques discovered through coaching.
 - 4.5.** The Client acknowledges that coaching does not involve the diagnosis or treatment of any illnesses as defined by the American Medical Association and is not to be used as a substitute for another medical professional. Should a conflict arise, the doctor’s opinion shall prevail.
 - 4.6.** The Client acknowledges that The Coach will video or record our session for further review and note taking after the session. This is to remove all distractions from the room.
 - 4.7.** The Client acknowledges that coaching can involve feelings of frustration, which accompanies the process of change.
- 5. Confidentiality.** This coaching relationship, as well as all information (physical 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 NBHWC Code of Ethics. The Coach agrees not to disclose any information pertaining to the Client without the Client’s written consent. **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.



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6. **Cancellation Policy.** The Client agrees to notify Coach **24 hours** in advance of any scheduled session that Client needs to cancel. Coach reserves the right to charge the Client for the scheduled session for a missed/canceled meeting.
7. **Termination of Agreement.** Either party may terminate this Agreement at any time upon 7 days' written notice to the other party at the email address provided below.
8. **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 through and including the termination date. 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 provided by the Coach.
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. **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.
11. **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.
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 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.



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- 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. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the state where both Parties reside, without giving effect to any conflicts of laws provisions. If the Parties reside in different states, this Agreement shall be governed and construed in accordance with the laws of the State of Florida without giving effect to any conflicts of laws provisions.
- 15. **Governing Law.** This waiver is governed by the State of Florida without giving effect or conflict of Principals. Venue for any action arising out of this waiver shall lie with Miami-Dade County.

Jaclyn Kane Wellness

(786) 393-1590

contact@jaclynkanewellness.com

In signing this waiver, I acknowledge and represent that I have read the following waiver, understand it and sign voluntarily.

Coach

Client

Signed: _____

Name: _____

Date: _____
