

COACHING SERVICE AGREEMENT

This Agreement made effective the _____ day of _____, _____.

AMONG:

1682123 ALBERTA LTD. o/a Change My Life Coaching/Change My Business Coaching, a body corporate, having an office in the City of Calgary, in the Province of Alberta (the “Coach”)

AND

_____, an individual resident in _____ [municipality], _____ [province] (the “Client”)

(collectively the “Parties”)

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

ARTICLE I **NATURE OF SERVICES**

- 1.01** The services to be provided by the Coach are designed jointly and between the Coach and Client and are based on the Client’s expressed interests, goals and objectives.
- 1.02** The Coach employs assessments, discussion, questions and practices to assist the Client in reaching the Client’s objectives.
- 1.03** Coaching is designed to address issues the Client would like to consider which could include personal issues (but are not limited to: career development, relationship enhancement, spiritual growth, lifestyle management, life balance, decision making and achieving short-term or long-term goals) or professional objectives, leadership and organizational development, business development and planning.
- 1.04** The Client acknowledges that deciding how to handle these issues, incorporate coaching into these areas and implementation choice is exclusively the Client’s responsibility
- 1.05** Coaching is for people who are basically well-adjusted, emotionally healthy, effectively functioning and wanting to make changes in their lives or more intentionally focus on a challenge or objective.

- 1.06 Coaching is most effective when both parties are candid, open, honest and straightforward in their communication.
- 1.07 Coaching depends largely on the Client's willingness to define and take risks and try new approaches and take an active part in the process.
- 1.08 The Client is expected to evaluate his or her own progress, and if the coaching is not working as the Client wishes, the Client should immediately inform the Coach so steps can be taken to correct the problem.
- 1.09 Like any human endeavor, coaching can involve feeling of distress and frustration that can accompany the process of change.
- 1.10 Coaching does not promise that the Client will take any specific action or attain specific goals and does not offer any guarantee of success.

ARTICLE II
NATURE OF RELATIONSHIP

- 2.01 The Client understands that the coaching relationship is not psychotherapy, psychological counselling, or any type of therapy; nor is it a substitute for these services.
- 2.02 In the event the Client feels the need for professional counselling or therapy, it is the responsibility of the Client to seek a licensed professional who can provide these services.
- 2.03 If the Coach believes that such services will be valuable to the Client, the Coach will recommend them.
- 2.04 It is the responsibility of the Client, if currently in therapy or otherwise under the care of a mental health professional, to consult with the mental health care provider regarding the advisability of working with a coach and to make such person aware of decision to proceed with the coaching relationship.
- 2.05 The Client understands that the coaching relationship is not to be used as a substitute for professional advice by legal, medical, financial, business, spiritual or other qualified professionals.
- 2.06 The Client is responsible for seeking independent professional guidance for legal, medical, financial, business, spiritual or other matters.
- 2.07 The Client understands and acknowledges that all decisions in these areas are exclusively the Client's and that any decisions and actions regarding them are the sole responsibility of the Client.

ARTICLE III
REMUNERATION AND BENEFITS

- 3.01 The Client acknowledges and agrees that in the course of the services, the Coach may ask the Client questions that may be personal, challenging or disturbing.
- 3.02 The Client acknowledges and agrees that the Client is fully responsible for physical, mental and emotional well-being during coaching sessions, and is fully responsible for any actions, choices and decisions made as a result of the coaching.

- 3.03** The Client waives and releases any claims arising or results from the Coach's questions, suggestions, and advice and from actions, choices and decisions made by the Client.
- 3.04** This waiver does not apply to conduct or actions outside the scope of the coaching services.

ARTICLE IV
MUTUAL NON-DISCLOSURE

- 4.01** The Coach and Client mutually recognize that they may discuss future plans, business affairs, customer lists, financial information, job information, goal, personal information and other private information.
- 4.02** The Coach will not voluntarily communicate the Client's information to a third party without permission and written consent of the Client.
- 4.03** In order to honour and protect the Coach's intellectual property, the Client likewise agrees not to disclose or communicate information about the Coach's practice, materials or methods to any third parties.

ARTICLE V
CONFIDENTIALITY

- 5.01** The Coach acknowledges that he or she may obtain confidential personal and/or business information from the Client and agrees to keep and maintain such information confidential and not to disclose or use such information without the Client's prior written consent or as permitted by Article VI of this Agreement.

ARTICLE VI
EXCEPTIONS

- 6.01** Exceptions where the Coach may make a disclosure include:
- (a) If the Client shares information that gives the Coach reasonable cause to believe there are threats of serious harm to the Client his/herself or others.
 - (b) If the Coach's records are subpoenaed or other law requires disclosure, some means of communication such as, wireless telephones, text messages, social media sites and email may not be secure from eavesdropping, so if you agree to their use, you are indicating your agreement to utilize a communication medium that may not be confidential.
 - (c) To prevent the Client from committing a criminal or fraudulent act or to mitigate or rectify such conduct.
 - (d) To secure legal advice about the Coach's compliance with this agreement.

ARTICLE VII
GROUP COACHING

- 7.01** Some sessions are conducted in groups, including telephone groups.

- 7.02 The Client agrees to maintain the confidentiality of all information communicated to the Client by other coaching clients and by the Coach.
- 7.03 We also understand that progress is often enhanced when Clients discuss their coaching relationship with trusted colleagues and friends.
- 7.04 Clients can have these discussions, but are expected to be very careful not to share any information that would allow others in the group to be identified.

ARTICLE VIII
THIRD-PARTY SERVICES

- 8.01 In the event that both the Client and Coach agree additional services are required, this would be at the expense of the Client, such charges are not included in the coaching fees already collected.

ARTICLE IX
THIRD-PARTY PAID COACHING

- 9.01 When a third-party pay for coaching, the Coach will not share personal or confidential information about the Client with the payee, unless at the written request of the Client.

ARTICLE X
DISPUTE RESOLUTION

- 10.01 If any dispute arises under this Agreement and the parties are not able to resolve it, the parties shall appoint a single arbitrator to conduct an arbitration in accordance with the *Arbitration Act* (Alberta), as amended from time to time. All costs associated with the appointment of the arbitrator shall be shared equally, unless the arbitrator determines that the party requesting arbitration was doing so in a manner that is frivolous or vexatious, in which case the parties agree the arbitrator may order the frivolous or vexatious party to pay the full costs associated with the arbitrator.

ARTICLE XI
SCHEDULED APPOINTMENTS

- 11.01 Coaching is already scheduled at the mutual convenience of the Coach and the Client.
- 11.02 The day and time for the next call or face-to-face meeting will be scheduled at the close of each coaching session.
- 11.03 In some cases, the Client may agree to schedule all coaching program sessions at the start of the coaching program.
 - (a) All sessions begin and end at the scheduled times.
- 11.04 If the Client is late for a coaching session, the session will end at the previously arranged time without a discount of the fees, unless arrangements were agreed upon beforehand. If the client is late 15 minutes or more for a session, the remainder of the session will be considered forfeit.

11.05 All sessions included in pre-paid or monthly subscription coaching programs must be used within the allotted time; for example, a twelve-month coaching program must be utilized within a twelve-month period. A monthly subscription coaching program allocates a specific amount of sessions each month, those sessions must be completed prior to the next monthly payment being collected.

- (a) Subscription Monthly coaching plan requires that all sessions should be completed within the month (or within 30 days of subscription payment). This includes rescheduling.
- (b) All reasonable attempts must be made by the Client to reschedule any sessions missed, within the monthly (or 30 days) timeframe.
- (c) In some cases, with prior written approval from Change My Life Coaching/Change My Business Coaching, the Client may extend their coaching sessions to an agreed to period beyond the Coaching Program without penalty.
- (d) Any sessions not utilized within this period will be considered forfeited by the client.

ARTICLE XII
CALL PROCEDURE

12.01 When a phone call is the method for the meeting, the Client will call the Coach, unless otherwise agreed to at the prearranged time and telephone number as scheduled, and pay the telephone charges for the call.

ARTICLE XIII
CANCELLATIONS

13.01 Cancellations must be made twenty-four (24) hours in advance.

13.02 If the Client misses or cancels a scheduled appointment without providing at least twenty-four (24) hours' notice, the Client is liable for the entire session fee and no refund or credit for cancellations made less than twenty-four (24) hours prior to a scheduled session will be made.

13.03 Any sessions that are cancelled prior to twenty-four (24) hours prior to a scheduled session must be rescheduled within the month (or 30 days) of subscription monthly coaching plan and cannot exceed that timeframe without the coach's consent.

13.04 In the event the cancellation was a result of the Coach's schedule, the Coach will make reasonable efforts to reschedule session in a timely manner and this could include extending beyond the monthly-timeframe.

ARTICLE XIV
TERMINATION OF SERVICE

14.01 Although coaching is a comprehensive process, the Client may terminate at any point during a monthly coaching plan, providing a minimum of thirty-days' (30) written notice prior to payment due date.

14.02 Coaching services may be billed on a monthly basis, with prior arrangements by the Coach, and termination of coaching services by the Client is not subject to a refund of outstanding sessions.

14.03 If the Client stops attending coaching sessions (either in-person or over the phone) for a consecutive sixty (60) day period, the remaining sessions and fees will be considered forfeit.

(a) With prior written approval from Change My Life Coaching/Change My Business Coaching, the Client may 'pause' their coaching sessions for the agreed period without penalty.

14.04 The Coach may, at any time, terminate coaching services and sessions with written notice for any reason by providing a refund of the remainder of the unused coaching services or sessions, less POS processing and administrative fees.

ARTICLE XV
LEGAL FEES

15.01 In the event of any dispute, litigation or arbitration between the parties, the non-prevailing party shall pay to the prevailing party therein all costs and expenses, expressly including, but not limited to, reasonable attorney's fees and costs incurred therein by such successful party.

15.02 Each party agrees to indemnify, defend and hold harmless the other party and its agents, officers and employees from and against any and all liability expense, including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, financial or business losses or property damage arising from such party's performance or failure to perform its obligations hereunder.

ARTICLE XVI
DAMAGE LIMITATION & LIQUIDATED DAMAGE

16.01 The parties agree the Coach is not a guarantor or insurer and that it would be extremely difficult and impractical to fix actual damages to the Client, if any, from the Coach's failure to perform.

(a) Therefore, if the Coach is found liable for any loss or damage under this Agreement (except for fraud), the Coach's liability shall be limited to the equivalent of two (2) months' payments.

ARTICLE XVII
NATURE OF AGREEMENT

17.01 This Agreement shall, in all respects, be governed by the laws of the Province of Alberta applicable to agreements executed.

17.02 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.

ARTICLE XVIII
COUNTERPARTS & SIGNATURES

18.01 This Agreement may be executed in counterparts, and each executed counterpart shall have the efficacy and validity of a signed original and with the same effect as if all parties hereto had signed the same document.

- 18.02** All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one agreement.
- 18.03** Photographic copies of such executed counterparts may be used in lieu of this Agreement may be executed in counterparts, and each counterpart shall have the efficacy and validity of a signed original and with the same effect as if all parties hereto signed the same document.
- 18.04** All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one agreement.
- 18.05** Photographic copies of such executed counterparts may be used in lieu of the original for any purpose. Further, this Agreement may be executed by an electronic, jpeg, facsimile or other digital method of signature.

ARTICLE XIX
COACHING SESSIONS & TERMS

- 19.01** The Client agrees to a specific term of coaching with total sessions outlined in invoice.
- 19.02** Any cancellation attempts by the Client prior to the end of the term will result in the total term amount owed to Change My Life Coaching/Change My Business Coaching and is not refundable (total amount will be outlined in invoice.)

ARTICLE XX
COACHING FEES

- 20.01** As often as possible, the Coach will provide the Client with a fixed fee amount, and where such an amount is provided, that will be the fee for the matter described. For any time spent on the Client's behalf on matters that are not included in the coaching fee, the Client's account will be assessed based on the hourly rate of the Coach. The Coach's hourly rate may be changed from time to time and the Client will be advised of such change. An initial payment, if required, will be outlined in the invoice, and is required by the Client to begin coaching and such payment will require replenishment in accordance with Article XXIII of the Agreement. The payment is requested to ensure payment towards the total balance and is not an estimate of the cost of the Client's coaching program. The Coach accepts payment in the form of credit card and e-transfer.

ARTICLE XXI
TAXES

- 21.01** The Goods and Services Tax (GST) is applicable on all fixed or hourly fees the Coach assesses, as well as taxable disbursements.

ARTICLE XXII
INTERIM ACCOUNTS

- 22.01** At certain stages in time and prior to the final completion of the coaching program, the Coach may elect to render an interim account to the Client. This may occur, for example, if the coaching program goes on longer than originally estimated. All interim accounts are governed by the terms of this Agreement.

ARTICLE XXIII
PAYMENT

23.01 Payment is due on account when rendered. Accounts not paid within thirty (30) days will be subject to interest on the outstanding balance at a rate of twelve percent (12%) per month from the date of the account until paid. For interim accounts, the Client agrees that if the Coach has requested a partial payment amount, the Coach is required to debit the Client's partial payment, that the Client will promptly rectify:

- (a) The amount on any account; and
- (b) Any deficiency in the partial payment.

If the accounts remain unpaid for more that forty-five (45) days then, unless special arrangements are made, the Coach will be required to suspend coaching until the outstanding accounts are paid. The Client hereby authorizes the Coach to pay any and all accounts from funds paid as partial payment on the Client's behalf.

ARTICLE XXIV
DISBURSEMENTS

24.01 The Client agrees to pay for certain charges for non-coaching services as agreed between Client and Coach.

ARTICLE XXV
DISBURSEMENTS

25.01 If the Client decides to end the coaching program, the Coach will render a final accounting based on the Coach's estimate of the amount of coaching completed to date. The Client will be responsible for payment on the final account based off of the coaching term, unless special arrangements are made.

ARTICLE XXVI
JOINT PAYMENTS

26.01 Where the Coach is coaching more than one party, the undersigned Client agrees to remain jointly liable with any other party for payment of the account. Any information that any party to this Agreement may pass on to their Coach in the course of telephone calls, interviews or correspondence, is not subject to client-coach confidentiality among the parties of this Agreement. This means that any information that any one of the parties passes on to the Coach respecting the Coaching Program may be passed on to the other party to this letter without any breach of any client-coach confidentiality or privilege. If in the course of this transaction, a dispute arises between any parties to this Agreement, the Coach would be bound to cease to coach either party.

ARTICLE XXVII
ELECTRONIC COMMUNICATION

27.01 The Client authorizes the Coach to communicate with the Client and other related persons via email and text message and to store data using an external services provider, whether located in Canada or otherwise, and the Client is aware that the Coach or Change My Life Coaching/Change My Business Coaching does not provide assurance with respect to the protection, confidentiality or security of email or text message transmission or storage systems. The Client accepts the risks inherent in the sending or storing of information by email, text message or otherwise and the Client agrees not to hold the Coach, Change My Life Coaching/Change My Business Coaching or its employees liable for any damage or loss, however caused, arising out of the email or text message transmission, of correspondence or storage of documents related to this Agreement.

ARTICLE XXVIII
GENERAL


28.01 This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

28.02 To be effective, any amendment, waiver or termination of the Agreement must be in writing, in a document that expressly states it amends, waives or modifies this Agreement, as the case may be.

28.03 If any provision of this Agreement is wholly or partially unenforceable for any reason such unenforceability shall not affect the enforceability of the balance of this Agreement, and all provisions of this Agreement, shall, if alternative interpretations are applicable, be construed to preserve the enforceability hereof.

In witness whereof the parties have executed this agreement.

1682123 Alberta Ltd. o/a
Change My Life Coaching/Change My
Business Coaching

Per: 
_____ **[CMLC Signatory]**

Per: _____ **[Client Signatory]**