



## AGREEMENT FOR LIFE COACHING

***This Agreement for Life Coaching*** (“Agreement”) is entered into effective [DATE] by NARAYA STEIN COACHING AND CONSULTING, LLC (herein “Coach”), and \_\_\_\_\_, (herein “Client”).

### INTRODUCTION

- A. Coach, by and through its consultant, Naraya Stein (“Stein”), provides life coaching services, consisting of a collaborative relationship entered into by Coach and Client to facilitate the creation and development of Client’s personal, professional, and business goals and to develop and conduct a strategy and plan for achieving such goals, thus inspiring Client to maximize their personal and professional potential.
- B. Stein is a consultant under contract with Coach whose education, training, and professional and life experience qualify her as a coach, yoga teacher, body-centered therapist, and organizational consultant. Stein has developed a proprietary life coaching methodology known as JourneyMapping™ that delineates and guides all coaching relationships and processes under this Agreement.
- C. Client desires to enter into a life coaching process and relationship with Stein to create and develop Client’s personal, professional, and business goals and to develop and conduct a strategy and plan for achieving such goals.

### AGREEMENT

Client hereby engages Coach to engage in a coaching series subject to the following terms and conditions.

#### 1. Services.

- a. Client understands that Client may at Client’s election attend one (1) 30-minute complimentary consultation if they are considering a 12-Session Coaching Package.
- b. Client subscribes for one (1) coaching series, based on JourneyMapping™, which consists of either Clarity Coaching package consisting of three (3) sessions and a total of four (4) hours of coaching or a twelve (12) session Coaching package which consists of consecutive weekly sessions, including one 90-minute introductory session and eleven (11) 60-minute sessions (the “Sessions;” each a “Session”). Any Session can be supplemented by up to three (3) targeted and brief email exchanges between Coach and Client, which can be initiated by either Coach or Client.
- c. All Sessions will be scheduled by mutual agreement between Coach and Client. Up to three (3) Sessions may be rescheduled at the option of either Coach or Client upon advance notice of no less than 24 hours. If either Coach or Client is 15 minutes or more late for any Session, that Session will be deemed to have been cancelled.

#### 2. Fee for Consulting-Coaching Series.

- a. The fee for the 12-week coaching series is \$2,500.00 (unless discounted).
- b. The fee may be in full prior to the commencement of the coaching series.

- c. At the option of Client, the fee may be paid in three equal payments of \$850.00 each, the first of which payments shall be made no later than the commencement of Session One, the second of which payments shall be made no later than the commencement of Session Five, and the third of which payments shall be made no later than the commencement of Session Nine. Coach will invoice Client for fees, whichever payment option is selected. Payments of fees, which shall include New Mexico gross receipts tax when applicable, shall be made in accordance with registration procedures outlined in Coach's website, [journeymapping.biz](http://journeymapping.biz).
- d. Refunds consisting of unearned fees for Sessions not held shall be made in accordance with the provisions of Paragraph 7, below.

### **3. Expectations and Responsibilities of Coach.**

- a. Coach shall timely convene each Session on its scheduled date, including the dates for any Sessions that have been rescheduled.
- b. Sessions shall be held in person at such premises as may be defined by Coach, digitally by means of Zoom technology (with invitations to Sessions convened via Zoom to be initiated by Coach), or by telephone.
- c. Coach shall adhere to best practices required for coaches and consultants, including:
  - i. Adhering with flexibility to the structure for Sessions provided by JourneyMapping™ technology.
  - ii. Continually demonstrate personal integrity, honesty, and sincerity.
  - iii. Exercise humility by asking questions rather than telling or lecturing Client, thus creating trust and intimacy with Client.
  - iv. Connect with Client empathetically and engage in active listening to Client communications.
  - v. Answer all of Client's questions fully and inform Client if additional research is needed to provide any answers.
  - vi. Focus with genuine concern on Client's progress to acknowledge Client successes and increase motivation.
  - vii. Assist Client in creating opportunities for ongoing learning and support Client in taking new actions to maximize goal realization.
  - viii. Recommend to Client that Client seek additional professional advice or assistance, including medical and mental health advice and assistance, if Coach reasonably believes such additional assistance is in Client's best interest.
  - ix. Respect Client's confidentiality in according with principles and practices set forth at Paragraph 5 of this Agreement, below.

### **4. Expectations and Responsibilities of Client.**

- a. Client shall attend each Session at its scheduled date and time, including the dates and times for Sessions that have been rescheduled.
- b. Client shall fully and actively engage in the JourneyMapping™ process and in exercises and activities proposed by Coach for creating and fulfilling goals to maximize Client's personal and professional potential.
- c. Client shall assume full responsibility for making changes and implementing behaviors and actions that are necessary in order to achieve goals established in coaching.

- d. Client shall enhance the coaching relationship by communicating honestly, being open to feedback and assistance, attending all Sessions as scheduled, and performing between Sessions any exercises and activities agreed upon between Client and Coach.
  - e. Client fully understands that life coaching by means of the JourneyMapping™ process does not constitute medical advice or psychological counseling or therapy and that coaching does not involve the diagnosis or treatment of any medical or mental disorders, as the latter are defined by the American Psychiatric Association and that coaching is not to be used as a substitute for necessary medical care, counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical, or other qualified professionals and that it is Client's sole responsibility to seek such professional advice as Client believes is needed. If Client is currently under the care of a mental health professional, it is recommended that Client promptly inform the mental health care professional of the nature and extent of the coaching relationship agreed upon by Client and Coach.
- 5. Confidentiality.** Although a coaching relationship is not a privileged relationship as defined by law, the coaching-consulting relationship as defined in this Agreement, as well as all information, written or oral, that Client shares with Coach as part of this relationship, shall be deemed to be confidential. Except pursuant to subpoena, an order of a court, or subject to the requirements of state or federal statute, or under circumstances believed by Coach to constitute a threat of harm to Client or others or involving illegal activity, Coach shall not disclose any information pertaining to Client without Client's written consent. Coach will not disclose Client's name as a reference without Client's written consent.
- 6. Termination of Agreement.** This Agreement may be terminated at the sole option of Coach or of Client upon the delivery of ten days' written notice to the non-terminating party. Client agrees to compensate Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.
- 7. Calculation of Refunds.** If this Agreement is terminated for any reason, whether by Coach or by Client, Client shall be entitled to receive a refund of unearned fees, which for purposes of this Agreement shall be defined as fees paid by Client for any Session or Sessions that have not been conducted. No refunds will be made for Sessions that have been conducted prior to termination of this Agreement.
- 8. General Provisions.**
- a. **Disclaimer of Warranties.** Except as expressly provided in this Agreement, 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 Coach be liable to Client for any indirect, consequential, or special damages. Notwithstanding any damages that Client may incur, Coach's entire liability under this Agreement, and Client's exclusive remedy, shall be limited to the amount actually paid by Client to Coach under this Agreement for all coaching services rendered through and including the termination date.
  - b. **Entire Agreement.** This document reflects the entire agreement between Coach and 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 Coach and Client.

- c. **Dispute Resolution.** If a dispute arises out of this Agreement that cannot be resolved by mutual consent, Client and Coach agree to attempt to mediate in good faith for up to thirty (30) days after written notice of mediation is given by the requesting party. If the dispute is not so 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.
- d. **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.
- e. **Modification of Agreement.** This Agreement may not be amended or modified except in a writing signed by both parties. Neither party shall have the right to assign this Agreement except with the written consent of the other party.
- f. **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.
- g. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico, without regard to any conflicts of laws provisions.
- h. **Binding Nature of Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permissible assigns.

Please sign both copies and return one copy of this **Agreement for Life Coaching** prior to the first scheduled coaching session. Retain one copy for your records and mail the other to:

**COACH:**  
 NARAYA STEIN COACHING AND CONSULTING, LLC  
 2816B La Junta Street, Santa Fe, New Mexico 87507  
 naraya@journeymapping.net  
 (510) 926-9207

BY:

\_\_\_\_\_  
 Naraya Stein

\_\_\_\_\_  
 Date

**CLIENT:**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Address, City, State, Zip Code

\_\_\_\_\_  
 Email address/telephone