

MODEL OF COACHING CONTRACT



A Coaching Contract is a type of agreement whereby two parties (the Coach and the Client) come together for the provision of coaching services; the Coach provides the coaching services, and the Client is the recipient of such services. Many coaches operate as independent businesses in and of themselves. In fact, due to the popularity of coaching businesses, most coaches work entirely as their own entities, taking on clients as needed and desired. For this reason, it is important that Coaches have a contract model that clearly and precisely regulates relationships with their clients, which can be both companies and individuals. Generally, these type of contracts covers life coaching, business coaching, executive coaching, sport coaching, health coaching, or a combination of these areas. In this **Coaching Contract**, the parties agree to the terms of the relationship between them, including what the focus of the coaching will be. In this Agreement, standard contractual clauses are also included such as: confidentiality, intellectual property, force majeure, Applicable Law and Jurisdiction, etc.

COACHING CONTRACT

DATE:

BETWEEN:

Alternative A [When the Coach is an individual and independent professional]

Mr./Ms., of legal age, [*include professional qualification*], Tax Identification Number....., registered address , acting on his/her own behalf (hereinafter, the "Coach").

..... [*company legal name*] whose registered office is at [*address, city and country*] and registration/fiscal number is (hereinafter referred to as the "Coach"),

Alternative B [When the Coach is a company]

..... [*company legal name*] whose registered office is at [*address, city and country*] and registration/fiscal number is (hereinafter referred to as the "Coach").

AND:

Alternative A [When the Client is an individual]

Mr./Ms., of legal age, [include professional qualification], Tax Identification Number....., registered address , acting on his/her own behalf (hereinafter, the "Client").

Alternative B [When the Client is a company]

..... [company legal name] whose registered office is at [address, city and country] and registration/fiscal number is (hereinafter referred to as the "Client").

RECITALS

WHEREAS, the Client is desirous of hiring and implementing coaching services, as discussed more fully below;

WHEREAS, the Coach is skilled and capable in the areas the Client requires and would like to coach the Client;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the Parties do hereby agree as follows:

1. SCOPE

This Agreement sets forth the terms and conditions whereby the Coach agrees to provide professional coaching Services (as described below). The Coach shall be engaged for the limited purpose of providing these Services to the Client.

2. COACHING TERMS AND CONDITIONS

A coaching relationship between two Parties is essentially a relationship whereby the Coach assists the Client in meeting the Client's potential needs within the areas the coaching relationship is meant to focus on.

The Client hereby acknowledges and agrees that:

- a) The Client is solely and exclusively responsible for the choices that the Client makes with regard to this coaching relationship, as well as the Coach's recommendations and input;
- b) The Client is solely and exclusively responsible for the Client's own physical health, personal health, personal life, business decisions, and any other actions or inaction the Client chooses to take;
- c) The Coach is not liable for any result or non-result or any consequences which may come about due to the Client's relationship with the Coach;
- d) Coaching is not a therapeutic relationship nor a medical relationship. The Coach may not provide therapy or medical services and Client is responsible for procuring these services at the Client's own will and discretion if so required.

3. DESCRIPTION OF SERVICES

The Client hereby engages the Coach, and the Coach accepts such engagement to provide the following coaching services for the Client (hereinafter, the "Services"):

.....
.....

[Choose the alternative below that best suits the coaching services offered. Described the specific services that the Coach shall provide for the client].

- Alternative A. Life Coaching*
- Alternative B. Business Coaching*
- Alternative C. Health Coaching*
- Alternative D. Life and Business Coaching*
- Alternative E. Life and Health Coaching*
- Alternative F. Business and Health Coaching*
- Alternative G. Life, Business and Health Coaching*
- Alternative H. Others*

The Coach and the Client shall use the following methods of contact for meetings throughout the coaching relationship: *[enter the methods used: In-Person Meetings, Video Conference, Skype, Phone, others].*

The Coach may agree in a separate, written document to expand the scope of Services to include additional tasks. Such written document may be informal, such as an email and shall include additional fees, as applicable.

4. WARRANTIES

The Coach represents and warrants that the Coach has the knowledge, skills, and experience necessary to provide the Services. The Coach agrees that during the term of this Agreement, The Coach shall agree to provide the Services at the request of the Client.

The Coach represents and warrants that the Coach maintains a specific certification as follows:

[Enter the name of certification held by the Coach]

The Coach acknowledges and agrees that maintaining this certification is a material inducement for the Client to enter this Agreement

.....

This is a sample of the Coaching Contract.

To get more information about this Contract click here:



USER GUIDE

Contracts drafted by the legal experts of Global Negotiator cover all relevant aspects that are negotiated and agreed in the different types of business between companies. However, when these contracts are used you should take into account some recommendations common to all of them that are described in this User Guide.

DATE

The date when the contract comes into force is the one that appears in its header, as mentioned in the final paragraphs of the contract, before signatures (This Contract comes into force on the date written above).

In some contracts -for example in the Supply Contract- the date of coming into force is also mentioned in one of the clauses. In these cases, you have to verify that the two dates inserted in the contract (in the heading and in the corresponding clause) are the same, in order to avoid discrepancies.

PARTIES

Be sure to insert in the first page of the contract the full details of the Parties:

- When a Party is a company you must insert the following information: legal name, legal form (limited, incorporated, etc.), full address, registration data and fiscal identification number.
- When a Party is an individual that works as independent professional (for example a commercial agent) you must insert the following information: full name, profession, full address and fiscal identification number.

CLAUSES

Clauses with different alternatives: choose the most favorable

In the most important clauses of each contract (exclusivity, payment terms, applicable law and competent jurisdiction, etc.) several drafting alternatives are proposed so you can choose the most appropriate to each situation. Therefore, the user before submitting the contract to the other Party must choose the alternatives that seem best suited to their interests, and eliminate the rest.

Clauses with blank spaces to be completed

In several clauses of the contract blank spaces appear with dots (.....) that the user has to complete inserting text. Following the dots, between brackets, you will see the data and explanations to insert the text.

- When the text between brackets is in normal letters (the same as the contract) and separated by "," or the word "o", the user must insert one of the options suggested.

Example of blank space (.....) with options to select between brackets:

Orders handled before completion of the present Contract which produce sales transactions within [1, 2, 3, 6] months shall entitle the Agent to receive the corresponding commission. In this case the user must choose between options 1, 2, 3 or 6 months and insert one in the blank space (.....).

- When the text between brackets is in italics the user has to insert the data and information requested and eliminate the bracketed text.

Example of blank space - (.....) to insert text:

Both parties, by mutual consent, resolve to refer any dispute to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be [*city and country*]. In this case the user must insert in the blank space (.....) the city and country chosen to conduct the arbitration and afterwards eliminate the bracketed text [*city and country*].

Notices Clause

Sometimes it may happen that the official address of the Parties which appear at the beginning of the contract is different from which is to be used for communications between the Parties during the terms of the contract. In this case the user should include at the end of the contract a Notices Clause.

Example of Notices Clause:

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this contract:

- Party 1 [*insert full address*].
- Party 2 [*insert full address*].

ANNEXES

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

SIGNATURES

People who sign

Persons signing the contract on behalf of the company must have the authority to do so and preferably, be entitled on the basis of a power of attorney. Below the signature, in addition to the full name of the person that signs his/her position must be inserted. When one of the Parties who signs is a natural person (for example a commercial agent in an Agency Contract) obviously he or she is the person that has to sign the contract.

The laws of some countries require that contracts, to be valid, shall be signed in front of witnesses or a public notary. Therefore, before signing a contract you should be informed about the requirements that may exist in each country.

Place and date of signature

Usually, contracts are signed by both Parties on the same date and place. Nevertheless, in international contracts, due to physical distance, it is common that each of the Parties sign in different dates and places. This contract provides for both alternatives, so it comes to choosing the most appropriate to each situation.

Number of copies

Usually, the Parties sign two copies of the contract, each Party retaining one of them, but can also arise the need to sign more copies. In this case all you have to do is mentioned explicitly the number of copies to be signed in the paragraph that is included at the end of the contract (Both Parties declare their conformity to the present contract, which is signed in copies, each of which shall be considered an original).

GENERAL RECOMMENDATIONS

The Parties must sign all pages of the contract, including Annexes, so they are also valid. It is better to use ball point or pen (not pencil) in a color other than black (e.g.: blue); this makes it easier to distinguish an original document from a photocopy.

It is preferable (although no mandatory) to express sums of money and percentages in words and figures. Of course, the words and figures for a given amount must match exactly. You also must insert the currency in which the amounts are expressed. It is advisable to use the rules establish by ISO that name each currency by three capital letters (EUR for euro, USD for dollar, GBP for sterling pound, JPY for Japanese yen, etc. - you can get the acronyms of every currency on the website www.oanda.com).

Once you have chosen the best alternatives of each clause and have completed the blank spaces you should revise the whole contract to remove remaining paragraphs and correct any errors.

LEGAL WARNING

Depending upon your particular situation this contract might not meet your needs and requirements. In case of doubt, you should consult a legal advisor.

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BUSINESS CONTRACTS

- Strategic Alliance Agreement
- Joint Venture Agreement
- Manufacturing Contract
- Supply Contract
- Service Provider Contract
- Consulting Services Contract

COMMERCIAL CONTRACTS

- Exclusive Distribution Contract
- Commercial Agency Contract
- Sales Representative Agreement
- Sales Commission Contract
- Real State Agent Agreement

LICENSE & FRANCHISE CONTRACTS

- Trademark License Agreement
- Technology Transfer Agreement
- Software License Agreement
- Franchise Contract
- Master Franchise Contract

CONFIDENTIALITY CONTRACTS

- Confidentiality Contract between Companies
- Confidentiality Contract for Product or Business Idea
- Confidentiality Contract for Employees
- Confidentiality Contract for Consultants and Contractors

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www.globalnegotiator.com

info@globalnegotiator.com



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