



COACHING AGREEMENT

This Coaching Agreement ("**Agreement**") is entered into on the _____ day of _____, 20_____, (the "**Effective Date**") between [CLIENT NAME] _____ ("**Client**") and Kreate What U Want LLC ("**Kreate What U Want LLC**"), each a "**Party**" and together the "**Parties**".

In consideration of the mutual covenants contained herein the Parties agree as follows:

1. **Services:** Kreate What U Want LLC shall provide Client with the following services ("**Services**"):

Kreate What U Want LLC provides life coaching and emotional wellness support using creative activities, art, mindfulness, supportive conversation and skill-building strategies.

Coaching may support areas such as emotional awareness, confidence, self-esteem, communication, self-advocacy, mindfulness, coping and regulation skills, social skills, personal growth and goal setting.

Coaching is designed to support the client in achieving goals they have set for themselves. The coach will provide resources, tools and guidance tailored to meet the client where they are in their journey.

Coaching is not psychotherapy, counseling, medical care or mental health treatment. Coaching does not replace services provided by licensed mental health professionals, physicians, psychiatrists or other healthcare providers.

If needs arise that are outside the scope of coaching, the Coach may recommend that the Client/Parent seek additional support from an appropriate licensed professional.

Individual (one-on-one) sessions are scheduled on a first-come, first-served basis through the Kreate What U Want website. Availability may vary, and regular weekly sessions are not guaranteed.

Package sessions are scheduled on a mutually agreed-upon day and time each week between Kreate What U Want LLC and the client. Once payment is received and required forms are signed and submitted, this confirms that the time slot is reserved weekly for the client for the duration of the package.

Individual Sessions:

Designed for clients who have already been working with KWUW and have established rapport. These sessions allow for continued support and progress after consistency has been built.

New Client Package:

Required for new clients. The four sessions are scheduled weekly within one month to establish consistency, build trust and rapport, and begin making progress toward the individual's goals. Consistency is a key factor in the success of the coaching process, and this structure ensures a strong foundation for ongoing work.

Sessions may be held virtually via Zoom or in-person.

Sessions: 30-40 minutes

2. **Pricing/Payment:** For the Services, Client shall pay Kreate What U Want LLC based on the package and/or one-on-one session.
 - a. Client agrees to pay for services as outlined in the pricing and package options provided by Kreate What U Want LLC. Current pricing and package options will be shared with the client prior to booking and may be subject to updates.
 - i. Client agrees to pay for services at the rate/package selected. Current pricing is provided on a separate pricing sheet, which the Client acknowledges at the time of booking.

If Client has purchased a one-on-one session or package plan and has already started a session, Client will not be refunded.

Refunds / credits: Unused sessions expire at the end of the package timeframe. No refunds.

Services outside of the coaching services identified in Section 1 above (such as speaking with a child's school counselor or teacher, responding to subpoenas or requests for information from outside sources, appearances in court, etc.) will be charged at Kreate What U Want LLC's standard hourly rate of \$35.00.

3. **Art Supplies & Materials.** For in-person sessions, Kreate What U Want LLC provides all necessary art supplies. However, you (or your youth) are welcome to bring personal art materials if preferred.

For virtual sessions, participants are responsible for providing their own supplies. Please have at least three sheets of blank paper and a variety of drawing or writing tools, such as markers, crayons, pens, pencils, or colored pencils.

4. **Cancellations/Rescheduling.** Clients are expected to attend scheduled sessions consistently. If Client is unable to attend a session, the session must be cancelled and/or rescheduled at least 24 hours in advance. If rescheduled at least 24 hours in advance, the pre-paid amount will be applied to the rescheduled session. Failure to provide at least 24 hours notice will result in a full charge for the session. There will be no make-ups for no-shows or sessions cancelled with less than 24 hours notice.
5. **Lateness/Tardiness.** We understand that delays can happen. However, Kreate What U Want LLC has a 15-minute late policy. If Client is not present within 15 minutes of the scheduled session time, it will be considered a no-show, and the session cannot be rescheduled or made up. If Client arrives late but within the 15-minute window, the session will be held, but will still end at the originally scheduled time to respect the next appointment.
6. **Term and Termination:** The term of this Agreement shall begin on the Effective Date and continue until the relationship is amended or terminated. Either Party may terminate this Agreement with or without cause by providing prior written notice of termination to the other Party. At the completion of any Services, Client may choose to renew this Agreement by purchasing another session or package, in which case the Agreement will not terminate.
7. **Progress:** Please remember that progress looks different for everyone; each individual grows at their own pace. Meaningful change takes time, consistency, and ongoing practice. The coping skills and tools we explore during sessions are most effective when applied regularly outside of our time together. Patience and repetition are essential to making these strategies a natural part of daily life.
8. **Representations and Warranties:** Kreate What U Want LLC represents and warrants that:
(i) it has the right and ability to enter into this Agreement; (ii) this Agreement and the

Services do not violate any other obligation or agreement to which Kreate What U Want LLC is a party; (iii) Kreate What U Want LLC will comply with all applicable federal, state and local laws in the performance of its obligations under this Agreement; and (iv) the Services will be performed in a professional and workmanlike manner in accordance with reasonable industry standards. Client hereby represents and warrants that: (i) Client has the right and ability to enter into this Agreement; (ii) Client will timely respond to all requests for approval from Kreate What U Want LLC; and (iii) Client will participate fully in all coaching sessions and abide by the Code of Conduct attached hereto as Exhibit A.

9. **Disclaimer of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND OTHER THAN AS SET FORTH IN THE REPRESENTATIONS AND WARRANTIES ABOVE, KREATE WHAT U WANT LLC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR OTHER WARRANTIES: (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, OR RELIABILITY; (ii) CONFORMANCE TO ANY DEMONSTRATION OR PROMISE BY KREATE WHAT U WANT LLC; OR (iii) ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.
10. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, KREATE WHAT U WANT LLC SHALL NOT BE LIABLE FOR INDIRECT DAMAGES OF ANY KIND, INCLUDING, ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF KREATE WHAT U WANT LLC HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, KREATE WHAT U WANT LLC'S MAXIMUM LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE COMPENSATION PAID TO KREATE WHAT U WANT LLC.
11. **No Guarantee of Outcome:** Kreate What U Want LLC makes every effort to accurately represent the Services and their potential. However, it is up to Client to act upon recommendations and implement recommended exercises and tools provided. Because Kreate What U Want LLC has no control over whether or how Client acts upon recommendations, Kreate What U Want LLC does not warrant, predict, or guarantee results to Client. By signing this Agreement, Client acknowledges that no guarantee is made by Kreate What U Want LLC.
12. **Disclaimer.** Kreate What U Want LLC provides life coaching services. The coaches at Kreate What U Want LLC are not licensed medical practitioners, psychologists or

psychiatrists and do not diagnose, treat, prescribe for, or cure any physical or mental health issues. Life coaching is not a substitute for counseling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment. Should you need physical or mental health services, please consult with the appropriate medical practitioner.

13. **Release.** Sessions typically include art activities utilizing art supplies such as scissors, hot glue guns, and other items that may pose a risk of personal injury if not handled carefully. Client assumes full responsibility for any risk posed by the use of art supplies. Client hereby waives, releases, and discharges Kreate What U Want LLC together with its members, officers, directors, employees, contractors, agents, legal representatives, successors and assigns, from all liability for or by reason of any damage, loss, or injury to Client, which may be sustained during participation in the activities described above.
14. **Confidential Information:** Kreate What U Want LLC will keep confidential all client information. Kreate What U Want LLC will use client information only with Client permission.

Email Communication Notice: Kreate What U Want (KWUW) uses the email address **kreatewhatuwant@aol.com** for general and scheduling communications. Please note that AOL email is not a HIPAA-secure or encrypted platform. While every effort is made to maintain privacy and confidentiality, electronic communication (including email and text messaging) carries some inherent risks.

By engaging in email communication, you acknowledge and accept these limitations and consent to receive non-protected correspondence such as scheduling updates, confirmations, and general communication through this method. Sensitive or personal matters are best discussed in person or during scheduled sessions.

15. **Indemnification:** Client agrees to indemnify, and hold Kreate What U Want LLC, its affiliates, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages, including but not limited to any financial, personal, employment, or other losses, arising out of decisions or actions Client may make as a result of the Services provided by Kreate What U Want LLC.
16. **Force Majeure.** Kreate What U Want LLC shall not be liable for delays or failures in performance resulting from acts beyond its control, including, but not limited to, acts of

God, riots and acts of war, terrorism, epidemics, governmental regulations imposed after the fact, flood, fire, earthquakes, or other natural disasters. In the event that Kreate What U Want LLC is unable to perform any of its obligations under this Agreement because of such acts, the time for performance will be extended for the period that such failure or delay remains beyond the reasonable control of Kreate What U Want LLC or the non-performance shall be excused and Kreate What U Want LLC may terminate this Agreement without further liability of any nature, except that Kreate What U Want LLC shall return any pre-paid amount to Client.

17. Governing Law and Dispute Resolution. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. All disputes relating to this Agreement that are not informally resolved will be filed in the courts of Montgomery County, Pennsylvania. All Parties irrevocably consent to the personal jurisdiction of and exclusive venue in the courts of Montgomery County, Pennsylvania and waive any claim of inconvenient forum. Client agrees to pay all fees incurred by Kreate What U Want LLC for collection of unpaid fees and expenses, including, but not limited to, collection fees, court filing fees, and reasonable attorney fees.

18. Unsafe Behavior and Destruction of Property Policy:

If you or your child displays violence towards staff and/or other students, you or they may be asked to leave. Intentional and malicious destruction of studio, materials, other students' art and property will result in your child being removed from class. All damage and repair costs are the responsibility of the individual and/or parent/guardian. There are no refunds in the event of you or a student being removed for unsafe or destructive behavior.

19. Terms and Conditions Waiver:

I hereby release and hold harmless Kreate What U Want LLC, its directors and employees from any and all claims, causes of action suits, or liability, costs and expenses (including, without limitation, reasonable attorneys' fee) arising out of, or in connection with, any loss, personal injury, death, or other damage that I (or my child) may incur or suffer by reason or as a result of my enrollment or participation in classes, 1:1's, events, camps, or private lessons with Kreate What U Want LLC. I expressly assume all risks.

20. Miscellaneous Provisions.

- a. This Agreement may only be modified in writing signed by both parties.
- b. This Agreement may not be assigned or delegated by either Party without the prior written consent of the other Party.
- c. This Agreement shall be binding on and inure to the benefit of the Parties' successors and permitted assigns.

- d. All provisions of this Agreement that by their terms reasonably should survive termination or expiration shall survive.
- e. If any term, condition, or provision of this Agreement is held to be unenforceable for any reason, such provision shall, if possible, be interpreted rather than voided, to achieve the intent of the parties to this Agreement to the extent possible. In any event, all other terms, conditions, and provisions of this Agreement shall be deemed valid and shall continue in full force and effect.
- f. The Parties hereby agree that no agency, joint venture, or partnership is created by this Agreement and that the Parties are independent contractors to one another.
- g. The Parties agree that this Agreement contains the entire understanding and agreement of the Parties and there are no other representations, warranties, promises or undertakings between the Parties. This Agreement supersedes and cancels all previous agreements between the Parties.
- h. This Agreement may be executed by PDF or electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES

Having read this Agreement, and intending to be bound by its terms, the Parties have executed this Agreement effective as of the Effective Date.

Kreate What U Want LLC:

By: Dianne Furphy,

CLIENT:

By: [NAME]

If minor, **PARENT SIGNATURE:**



Exhibit A
Code of Conduct

Participant:

Please read this Code of Conduct thoroughly and feel free to ask questions and communicate thoughts or concerns before your first session begins. Your signature on the Coaching Agreement indicates your understanding of and agreement with the Terms of the Agreement as well as this Code of Conduct.

The Coaching Relationship:

The purpose of the coaching relationship is for the coach to support and guide the participant to set and achieve their goals. During the initial conversation, the coach and participant will come to an agreement about the nature of the coaching. Both parties are encouraged to work together as a team and both put in the work during each session. The coaching is designed to guide the participant to enhance and improve their life performance as directed.

Style of Coaching:

During sessions, the participant is responsible for choosing the topic of discussion. The coach will ask open-ended questions to support deeper self-awareness and personal growth. Additional activities; such as journaling, breathing exercises, art-based practices or other reflective tools, may be incorporated during or between sessions, depending on what best supports the participant's journey.

As your coach, I commit to showing up fully, offering honest and direct guidance and encouraging you to do the same. Your progress is ultimately shaped by the effort and intention you bring to the process.

Honesty is Welcome and Appreciated:

The coach encourages participants to be honest and to openly share any feelings of discomfort, concern or a lack of progress. Open communication is essential to the coaching process, which is grounded in trust, growth, and self-improvement. Speaking up is a powerful step toward creating meaningful change in one's life.

Timing for Sessions:

- VIRTUAL: Participant will video call the coach at the scheduled appointment time at the link provided by the coach.
- IN-PERSON: Participant will arrive on time for the scheduled appointment.
- The coach and participant agree to start and finish each session on time.
- If the participant is more than 15 minutes late for a session, the coach will assume the session is canceled and the coach will not refund the coaching session fee.
- The coach is available only during scheduled time and business hours unless for scheduling,

canceling and rescheduling purposes.

Your Responsibility as a Coaching Participant

As a participant, you are encouraged to:

- Arrive on time and participate in sessions to the best of your ability.
- Be open and honest about your thoughts, feelings, experiences and goals when you feel comfortable doing so.
- Be present and limit distractions during sessions.
- Share feedback about what feels helpful and what may not be working for you.
- Be open to exploring new tools, activities, creative experiences and perspectives.
- Practice skills and strategies outside of sessions when appropriate.
- Ask questions, express concerns and communicate your needs.
- Understand that your coach is here to support and guide you, while respecting that growth and progress look different for everyone.

My Responsibility as Your Coach

As your coach, I will:

- Be prepared, present and focused during our sessions.
- Treat you with dignity, kindness, honesty and respect.
- Meet you where you are and provide support based on your individual needs, strengths and goals.
- Provide creative activities, mindfulness practices, resources, tools and guidance when appropriate.
- Encourage self-awareness, confidence, self-expression and personal growth.
- Provide opportunities to explore new ideas, perspectives and strategies without judgment.
- Recognize and build upon your strengths.
- Listen to your feedback and adjust our work together when appropriate.
- Recommend additional professional support when your needs fall outside the scope of coaching.
- Respect your privacy and handle information shared during coaching in accordance with the confidentiality and disclosure provisions of this Agreement.
- Maintain appropriate professional boundaries and respond to non-emergency communication during established business days and hours.
- Support you in discovering what works for you rather than trying to change who you are.

Background Information About the Coach:

Dianne Furphy, MS

- Certificate in Life Coach - "The CPD Certification"
- Certificate in Mindfulness - "The CPD Certification"
- Master's Degree in Counseling Psychology with a concentration in Art Therapy
- Bachelor's Degree in Psychology
- Associates Degree in Early Childhood Develop and Education
- Level II Reiki Practitioner
- Certificate in Feng Shui
- Continues with CE classes and workshops
- Has all clearances up-to-date:
 - * PA Child Abuse History Clearance
 - * PA Criminal History Check
 - * FBI Criminal History Background Check