



## COACHING AGREEMENT

This Coaching Agreement (“**Agreement**”) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the “**Effective Date**”) between \_\_\_\_\_ (“**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**”):

Coaching designed to guide Client to accomplish their goals they make for themselves, learn and build upon self-love, incorporate self-care practices, and create new life patterns through art, mindfulness, and holistic tools. Coaching will provide wellness strategies and coping tools to improve confidence and self-esteem, decrease anxiety, find self-love, build connections with self, accomplish goals, and transform core challenges into grace and achievements.

Individual one-on-one sessions are booked according to available dates on the Kreate What U Want website on a first-come, first-serve basis and consistency is not guaranteed.

Package sessions are scheduled on a mutually agreed weekly day and time between Kreate What U Want LLC and Client. Kreate What U Want LLC then holds that day and time each week for Client for the duration of the package.

Sessions may be held virtually via Zoom or in-person.  
Sessions typically last 45 minutes.

2. **Pricing/Payment:** For the Services, Client shall pay Kreate What U Want LLC based up the package chosen. Client is purchasing (choose one):

Individual Sessions at \$99.00 each. All individual sessions shall be scheduled on an as-needed basis via the Kreate What U Want website. Individual sessions must be paid for in advance at least 24 hours before the session is scheduled to begin via the Kreate

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What U Want website. Once payment has been made and session has begun, there is no refund for individual sessions.

- The GOOD Package at \$369 (represents a 10% savings) which includes four weekly sessions that are 45 minutes each to be completed in one month.
- The BETTER Package at \$999 (represents a 15% savings) which includes twelve weekly sessions that are 45 minutes each to be completed in three months.
- The BEST Package at \$1899.00 (represents a 20% savings) which includes twenty-four weekly sessions that are 45 minutes each to be completed in six months.

If Client has purchased a session package deal, Client may request a **partial refund** if they wish to discontinue Service, only after if client had **not** started the first session. The partial refund will be calculated by subtracting from the package price paid the sum of \$99 multiplied by the number of sessions received by Client prior to termination. There is **NO REFUND** if the client pays and has started and had a first session.

3. **Cancellations/Rescheduling.** 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.
4. **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.
5. **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.

6. **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.
  
7. **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.
  
8. **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.
  
9. **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.
  
10. **Confidential Information:** Kreate What U Want LLC will keep confidential all client information and art. Kreate What U Want LLC will use client information and art only with Client permission.

11. **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.
12. **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.
13. **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.
14. **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:**

\_\_\_\_\_ DATE: \_\_\_\_\_

By: Dianne Furphy,

**CLIENT:**

\_\_\_\_\_ DATE: \_\_\_\_\_

By: [NAME - PLEASE PRINT]

**PARENT/GUARDIAN:**

\_\_\_\_\_ DATE: \_\_\_\_\_

By: [NAME - SIGNATURE]

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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 has the responsibility of picking the topic to discuss. The coach will ask open-ended questions to help the participant learn more about one's self. The coach may also provide other activities throughout the session (or in between sessions) that may look like journaling, breathing exercises, art exercises and any other activity that may arise.

As a coach, I will put the work in, be direct and honest as I encourage you, the participant, to do the same. The progress you make depends upon the work you put in.

**Honesty is Welcome and Appreciated:**

The coach asks the participant to be honest and communicate any feelings if the participant does not feel like they are making progress or is experiencing any discomfort and issues with the coach. After all, coaching is based on being open and improving and this is just one way of making that 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.

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### **Your Responsibility and Commitment as a Client is:**

- I will attend all meetings on time.
- I will call or video at the agreed time.
- I will be honest at all times and never lie about what I have achieved.
- I will make sure my coach knows everything she needs to know so she can properly coach me.
- I give my coach permission to be forward and bold with me.
- I will be present during sessions and free from distraction.
- I will be prepared for each session by selecting topics for discussions.
- I will take my own notes and be responsible for my own learning and take-aways.
- I will provide my coach feedback on what is working and what is not working.
- I agree for the coach to challenge me if I am deceiving myself.
- I will be willing to try new methods that my coach suggests for me.
- If I require a receipt, I will request for one in advance.
- I will send any forms back promptly and fully completed.
- I will be prepared to step outside of my comfort zone.
- I agree I am to set and pursue my meaningful goals.
- I agree to take action as needed.
- I understand the coach is there as a guide to support me through my endeavors.
- I understand that the coach is only to be contacted on business hours.

### **My Responsibility to you as a Coach:**

- I will always be on time for each of our sessions.
- I will always answer the call/video at the agreed time.
- I will hold what you tell me in confidence. I will always treat all information discussed with you or written to you with confidentiality: I will not divulge any part thereof to any third party, according to the Data Protection Act 1974/1998 amendments (excluding the police or a legal body).
- I will recommend other services of institutions or professionals if appropriate to your outcomes; these services are offered without liability, obligation or redress to my company of myself.
- I will share with you my knowledge, skills, experience and expertise where appropriate and when I deem necessary.
- I will provide you with all the assistance, help, support, encouragement and guidance in fulfilling the outcomes or objectives agreed with me.
- I will be present with you and free of distractions during our sessions.
- I will be kind, honest and direct.
- I will be prepared for each of our coaching sessions.
- I will validate, focus on and believe in your strengths and see the best in you.
- I will accept you fully and meet you where you are.
- I will conduct all of my dealings with you in absolute dignity, respect, honesty, confidentiality and as an equal.
- I will support you when you consider new ideas and perspectives.

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- I will co-create new possibilities with you.
- I will support your learning and forward your progress.
- I will consistently focus on your highest version of yourself.
- I will provide my very best each session by being present and focused.
- I will hold no judgments on you and I will respect all notions of what you disclose during sessions.
- It is not my job to change you. It is my privilege to help you bring awareness and clarity into your life if you choose to act upon it.
- I will hold you in a positive focus. We will concentrate on what is working in your life and create more of what you find to be working well in your life.
- I believe you have all the answers within you. I hope to ask questions to spark that inside of you.
- I will return phone calls on my scheduled business days and within the working hours listed on my website.

### **Background Information About the Coach:**

#### **Dianne Furphy, MS**

- Certificate in Life Coach - "The CPD Certification"
- Certificate in Mindfulness - "The CPD Certification"
- Master's in Counseling Psychology with a concentration in Art Therapy
- Bachelors in Psychology
- Associates in Early Childhood Develop
- Level II Reiki Practitioner
- Certificate in Feng Shui

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