

Coaching Contract

Client: _____

Coach: Susan Dorward

(1) MEETINGS

This contract, between the above-named Client and Sudo Coaching LLC, will begin on _____ and, except as provided in paragraph 8, will continue until either party terminates the contract. Following the initial meeting, the parties' expectation is that the Client and the above-named Coach will meet for three 55-minute coaching sessions per month for three months, unless they agree otherwise. Meetings will be in-person or over the phone, as mutually agreed upon. Note that it is standard practice for the Client to call the Coach for phone meetings. The Coach will make reasonable efforts to be available for additional meetings, phone calls and e-mails on an as needed basis for up to one hour per month. Any additional time expended by Sudo Coaching LLC over and above one hour per month will be charged at a rate of \$_____ per hour.

(2) COACHING RELATIONSHIP

Coaching is a partnership focused on developing the client's awareness, thinking, and abilities in order to help the client identify and achieve his/her work-related goals. In coaching conversations, the Coach will be direct and honest and encourage the Client to do the same. The success of the coaching engagement depends upon the Client's commitment and openness to the process. If the Client believes that coaching is not working as desired, the Client agrees to communicate this to the Coach. Coaching is not therapy or counseling, and does not treat illness or pathology. The Client understands that the Coach is not a licensed psychologist, psychiatrist, social worker or other medical or mental health professional.

(3) FEES AND MEETING CANCELLATION

No fee will be charged for the initial meeting. The fee for subsequent coaching services will be \$_____ per month, payable in advance each month to Sudo Coaching LLC. Client and Coach agree that if one of them is unable to attend a scheduled meeting, he/she will give the other at least 24 hours notice, unless there is a sudden illness or emergency. If the Client cancels a meeting with less than 24 hours notice for reasons other than sudden illness or emergency, the Coach maintains the right to not reschedule the meeting and not to apply a credit for the cancelled meeting. The Client and Coach agree to try to reschedule all other cancelled meetings. In the event that a meeting cannot be rescheduled, Sudo Coaching LLC will apply a \$_____ credit to the Client's account only if the Coach cancelled the meeting or the Client cancelled due to sudden illness or emergency.

(4) CONFIDENTIALITY

The Coach will maintain confidentiality to the extent permitted by law, unless (1) the Client divulges information about illegal activities or if the information is relevant to any legal action concerning this engagement or (2) the Coach seeks guidance from another coach in order to better serve the Client. The Client understands that the coach-client relationship is not privileged under law and information regarding the client could be

subpoenaed via the Coach. At the Coach's discretion, the Coach may consult another coach, such as a mentor coach, for advice and suggestions regarding addressing the Client's needs. In such cases, the Coach will maintain the Client's anonymity and seek to reveal as little information about the Client's situation as reasonably possible to receive the desired guidance.

(5) LIMITATION OF LIABILITY

The Client is responsible for his/her own decisions, actions, and results. The Client agrees to hold Sudo Coaching LLC and the Coach free from all liability for any action, advice, consultation and results, or adverse situations resulting directly or indirectly from coaching-related communications between the parties, including but not limited to any losses caused by any negligence on the part of Sudo Coaching LLC or the Coach. The Client agrees to indemnify, defend, and hold harmless Sudo Coaching LLC and its agents, officers, and employees from and against any and all liability or 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, worker's compensation, past or future lost earnings, damage to reputation, or property damage arising from Sudo Coaching LLC's performance or failure to perform obligations hereunder. Sudo Coaching LLC and the Coach shall not be liable for any damages, loss, cost or expenses, including incidental or consequential damages, of Client. The Client's sole remedy against Sudo Coaching LLC and the Coach shall be the replacement cost of coaching services.

(6) FORCE MAJEURE

Sudo Coaching LLC and the Coach will not be in breach of its obligations under this agreement (other than to pay monies due) in the event that, for cause or causes beyond its control, the Coach is unable to perform, in whole or in part, any one or more of its obligations under this Agreement. Such causes shall include, but not be limited to fire or other casualty, inability to obtain materials or services, technical failure or difficulties, problems or interruptions with the Internet, computer viruses, snow storms, hurricanes, other acts of God, insurrection, or any other cause not within the reasonable control of either party.

(7) NO ASSIGNMENT

Client may not assign this Agreement without the prior written consent of Sudo Coaching LLC in each instance and any purported assignment(s) made without such consent shall be void.

(8) CONTRACT TERMINATION

Either party may terminate this contract at any time. The contract termination must be provided in writing to the other party with two days notice. It is the intent of the parties that, notwithstanding any termination, paragraphs 4, 5 and 10 of this Agreement will survive this Agreement.

(9) MARKETING-RELATED REQUESTS

The Client understands that if he/she is satisfied with the process and outcomes of the coaching engagement, the Coach may request that the Client (1) provide a reference, and

(2) permit Sudo Coaching LLC to add _____ to its list of client employers for marketing purposes, and (3) provide written feedback about the coaching engagement, portions of which may be used for marketing purposes.

(10) MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this contract shall be binding unless in writing and signed by both parties. This contract shall be governed by the laws of the State of New Jersey. Any disagreement in connection herewith shall be finally settled by arbitration. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

The undersigned agree to the terms and conditions described in this contract.

Client

Coach, for Sudo Coaching LLC

Date

Date