



COACHING AGREEMENT

This coaching agreement (the "Agreement") is dated
this ____ day of _____, 20____.

	BeLED Family LLC
	W6802 Sugar Lane
	Onalaska, WI 54650
EIN (If a Business/Church):	EIN: 99-1045445
Client	Coach

Background

- A. The Client is of the opinion that the Coach has the necessary qualifications, experience, and abilities to provide coaching services to the Client.
- B. The Coach is agreeable to providing such coaching services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Coach (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Coach to provide the Client with coaching services (the "Services") for Client focusing on the areas specified in the BeLED Coaching Plan.



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2. The Services will also include any other coaching tasks on which the Parties may agree. The Coach hereby agrees to provide such Services to the Client.
3. The Services will be provided in a manner consistent with that specified in the BeLED Coaching Plan, including but not limited to method of delivery, schedule, and cancellation/rescheduling.

DESCRIPTION OF COACHING

4. BeLED Christian Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client to develop a foundation of faith, focus and fellowship using a creative process driven by curiosity that provides a paradigm for Client to grow and continuously improve.

COACH-CLIENT RELATIONSHIP

5. Coach agrees to maintain the ethics and standards of behavior established by the Center for Credentialing and Education (CCE) for Board Certified Coaches (BCC) (<https://www.cce-global.org/Assets/Ethics/BCCcodeofethics.pdf>). It is recommended that the Client review the BCC Code of Ethics and the applicable standards of behavior.
6. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
7. The Client further acknowledges that he/she may terminate or discontinue the coaching Agreement at any time.
8. Client acknowledges that coaching is a comprehensive process that may involve different areas of his/her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.
9. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.
10. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.



LICENSURE

11. Client acknowledges that they are aware that Coach is not licensed or certified by any state or government. Any credentials provided by the Coach are for the sole purpose of informing the Client of prior experience and/or training.
12. Laws and regulations regarding certification and licensure requirements differ from state to state and occasionally change. Coaches and Clients must research the laws in the state in which they intend to provide/receive services.

TERM OF AGREEMENT

13. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the date specified in the BeLED Coaching Plan.
14. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide written notice to the other Party.
15. Either Party may terminate or discontinue the coaching Agreement at any time.
16. Except as otherwise provided in this Agreement, the obligations of the Coach will end upon the termination of this Agreement.

PERFORMANCE

17. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

18. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

19. The Coach will charge the Client for the Services at the rate specified in the BeLED Coaching Plan (the "Compensation").
20. The Client will be invoiced as specified in the BeLED Coaching Plan.
21. Invoices submitted by the Coach to the Client are due within 14 days of receipt.

REIMBURSEMENT OF EXPENSES

22. The Coach will be reimbursed from time to time for reasonable and necessary expenses incurred by the Coach in connection with providing the Services.
23. All expenses must be pre-approved by the Client.

CONFIDENTIALITY

24. Confidential information (The "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, personal health information (PHI), other client records and information (documented or verbal) that the Client shares with the Coach as part of this relationship and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.



25. Client acknowledges that BeLED Coaching is not considered a legally confidential relationship (like medical or legal professions), and thus communications and Confidential Information are not subject to the protection of any legally recognized privilege (for example, HIPAA).
26. The Coach agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Coach has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
27. All written and oral information and material disclosed or provided by the Client to the Coach (the "Information") under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Coach.
28. BeLED Coaching is committed to protecting client privacy and requires Coaches to uphold the privacy best practices and the policies laid out in the U.S. *Standards for Privacy of Individually Identifiable Health Information*. Your Coach will take all reasonable steps to protect your Information from unauthorized access, use, or disclosure by using strong passwords, up-to-date software on all devices, and locking file cabinets for physical documents. However, even the best security practices cannot guarantee that all stored data will be completely free from third-party interception or corruption.
29. Confidential Information does not include information that:
- a. Was in the Coach's possession prior to its being furnished by the Client;
 - b. Is generally known to the public or in the Client's industry;
 - c. Is obtained by the Coach without use of or reference to the Client's confidential information; or
 - d. The Coach is required by statute, lawfully issued subpoena, or by court order to disclose;
 - e. Is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and
 - f. Involves illegal activity.
30. The Client also acknowledges his/her continuing obligation to raise any confidentiality question or concerns with the Coach in a timely manner.

RELEASE OF INFORMATION

31. The Coach may engage in training and continuing education for pursuing and/or maintaining professional coaching credentials. That process may require the names and contact information of all Clients for possible verification. Only your name, contact information, and start and end dates of coaching are shared with the parties involved in this process for the sole and necessary purpose of verifying the coaching relationship; no personal notes will be shared. Client agrees/refuses to participate in this process as specified in the BeLED Coaching Plan.
32. Client acknowledges that they are aware that according to the ethics of the coaching profession, topics may be anonymously and hypothetically shared with other coaching



professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

RETURN OF PROPERTY

33. Upon the expiration or termination of this Agreement, the Coach will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

34. In providing the Services under this Agreement it is expressly agreed that the Coach is acting as an independent contractor and not as an employee. The Coach and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Coach during the Term. The Coach is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Coach under this Agreement.

AUTONOMY

35. Except as otherwise provided in this Agreement, the Coach will have full control over working time, methods, and decision making in relation to the provision of the Services in accordance with the Agreement. The Coach will work autonomously and not at the direction of the Client. However, the Coach will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

36. Except as otherwise provided in this Agreement, the Coach will provide at the Coach's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.
37. Except as otherwise provided in this Agreement, the Client will provide at the Client's own expense, any and all equipment, software, materials and any other supplies necessary to receive the Services in accordance with the Agreement.

NO EXCLUSIVITY

38. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

39. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
- a. Coach: W6802 Sugar Lane, Onalaska, WI 54650
 - b. Client: to the client address provided on page 1 of Agreement.
- or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days



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after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

40. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

41. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

42. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

43. The Coach will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without prior written consent of the Client.

ENTIRE AGREEMENT

44. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

45. This Agreement will ensure the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

46. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

47. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

48. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.



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SEVERABILITY

49. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

50. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.



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IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand on
this _____ day of _____, 20____.

Signature

Print Name

Client

Signature

Print Name

Coach



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