

[Company]

This Coaching Agreement (the “Agreement” or “Coaching Agreement”) states the terms and conditions that govern the contractual agreement between **[Company or Individual]** having its principal place of business at *18121 E. 8 Mile Rd. Suite 120 Eastpointe, MI 48021* (the “Coach”), and [Client company] (the “Client”) who agrees to be bound by this Agreement.

WHEREAS, the Coach offers coaching services in the field of [list your niche specialty] and

WHEREAS, the Client desires to retain the services of the Coach to render coaching services with regard to [Scope of coaching services – what will you cover during your coaching sessions?] according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Coach and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. Term

This Agreement shall begin on **[Begin date]** and continue for **[time period]**.

1. Either Party may terminate this Agreement for any reason with 14 days written notice to the other Party. Service fees are non-refundable, but transferrable within 30 days of this agreement.

2. Coaching Services

The Coach agrees that it shall provide its expertise to the Client for all things pertaining to [Scope of coaching services – what will you cover during your coaching sessions?]

3. Compensation

In consideration for the Coaching Services, the Client shall pay the Coach at the rate of **[\$Rate]** per hour. The Coach shall invoice the Client once every [Invoice time frame] and such invoices shall be automatically withdrawn from your financial institution. Returned or late payments will be issued at \$10.00 late fee.

4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will not hold any intellectual property rights in any work product resulting from the Coach Services including, but not limited to, the 12-step Identity Map, additional coaching methodologies, copyright and trademark rights.

5. Confidentiality

The Coach shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or price points (the Confidential Information), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

6. Noncompetition

During the term of this Agreement and for 12 months thereafter, the Client shall not engage, directly or indirectly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in any competition with the Coach or any of its subsidiaries, including any company engaged in Coaching.

7. Non-solicitation of Customers

During the term of this Agreement and for 12 months thereafter, the Client will not, directly or indirectly, solicit or attempt to solicit any business from any of the Coaches clients, prospects, employees or contractors.

8. Indemnification

The Client agrees to indemnify, defend, and protect the Coach from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Coaching Services.

10. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

11. Applicable Law

This Coaching Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Michigan and subject to the exclusive jurisdiction of the federal and state courts located in **[County]**, Michigan

IN WITNESS WHEREOF, each of the Parties has executed this Coaching Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

[Company & Address]

[First name]

[Last name]

[Title]

[Client & Address]

[First name]

[Last name]

[Title]

Signature