

Client Contract

With Meggie Winchell, M.Ed., Certified Life Coach

<http://www.soulcenteredlifecoaching.com/>

Welcome to coaching! Congratulations for saying, “Yes!” and taking this next step on your path of personal growth. I’m very much looking forward to working with you. Before we begin, it’s really important that we have a clear understanding about our work together. Please read this Client Contract carefully before checking the “I Agree” box.

Getting the Full Value of Coaching: Coaching provides an opportunity to be truly heard and deeply supported in doing your personal work as well as your work in the world. I listen carefully to where you are and where you want be and then help you take the next step in your process. **Doing the work is ultimately up to you.**

I am dedicated to each session being meaningful and productive. I encourage you to take personal responsibility for creating value and results for yourself. This means *being committed to our appointments, completing your homework action steps, staying on-task during our calls, coming to the session with a topic that you’d like to work on, and giving me feedback* about what is working well for you as well as how I can better assist you.

Nature and Length of Sessions: **I meet with all of my coaching clients over the phone.** I will call you at the time of your appointment. Please be sure to keep me updated of your phone number. Group programs will meet by way of conference call. For your own comfort and ease, I suggest using a head-set during our calls. (Exception: International clients may meet via online video conferencing.)

For private coaching I recommend meeting every other week for a 75 minute session. This gives you time to integrate our work together as well as the regularity that will support you in moving forward with your process and goals. I expect you to keep your regularly scheduled appointments as our time is valuable and the benefit of our work together is cumulative. The best results happen because of your consistency and follow through.

Missed Appointment: I understand that emergencies happen; therefore if an emergency keeps you from attending a session please email me when possible to let me know of the circumstances. Such events as death in the family, serious accidents, serious illness, and hospitalization are considered “emergencies”; otherwise, your appointment is reserved strictly for you. **Please email to reschedule a session at least 24 hours in advance or the full amount of the missed appointment will be charged.** If rescheduling private appointments become a pattern, there will be a \$50 USD rescheduling fee.

Payment: Payment is due prior to when services are rendered. **Payments for private coaching sessions, group coaching programs, and workshops are due prior to the start of the event.**

- > I accept most credit cards and debit cards.
- > Payment is required to reserve your appointment on my calendar.

Important — Please note that all private sessions, private coaching programs, group coaching programs, and workshop programs are **non-refundable**. This policy serves both of us; it gives you added accountability to continue with the process you are committing to and it allows me to reserve this time on my calendar specifically for you. In the event that you choose not to complete your program, you are still required to pay the total fee as originally agreed upon.

Communication: **Email is the best way to reach me:** meggie@soulcenteredlifecoaching.com . I am happy to schedule an appointment, answer a quick question, give you a little boost, or celebrate a follow-through via email in between our sessions. However, I am not available to process extensively over email. The time and place for deep processing is on our coaching calls. Should you write a lengthy email, I will likely reply with the suggestion that we focus on this issue at our next session.

Certain programs do include additional email support by way of scheduled email check-ins. The specifics of your program can be found in the “Professional Fees” sections of this document.

My number will read, “Meggie Winchell - 413 498 5342”. This is a landline and doesn’t accept texts.

Confidentiality: Information shared in coaching, workshops, and the Life Purpose Process® is strictly confidential. Should I consult with a professional colleague, **I will maintain your anonymity** unless you have given specific permission to release your name.

Any information discussed or any information either party comes to know during our work together is confidential. This does not include information that either party was aware of prior to executing this Agreement, nor does it include information that was gained by a third party, or information that was available to the public through no breach of confidentiality.

Non-Disparagement: We both agree to not take any actions, make any statements, whether oral or in writing, that negatively impact the other party’s business, services, products, or reputation.

Copyright: The exercises, handouts, and printed materials from the Life Purpose Process® are copyrighted and **may not be copied or used without written permission** of Fern Gorin, Director, of the Life Purpose Institute. Notwithstanding these limitations, you may freely share your personal experience of coaching and the Life Purpose Process® with others. The same policy is true for products produced by myself, Meggie Winchell, and includes, but is not limited to, ebooks, audios, and PDFs.

Release of Liability: I am a coach, not a consultant, and not a therapist. As such, I will ask you questions and offer exercises that help you to clarify what you want in life and how to create it. Since these answers come from within you, it follows that **you agree to take full responsibility for your actions** accordingly while fully releasing myself, Meggie Winchell, of any liability.

Professional Fees:

The client **agrees to pay Meggie Winchell \$97 USD**. This is in exchange for the services provided in 90-Minute New Year Coaching Session:

- 75-Minute Coaching Session by phone
- 15-Minute Optional Conversation about what further coaching can look like.
- Email Check-in prior to the session by way of Clarity Questions.

This New Year Coaching session must be claimed by the end of January 2020 or it will be forfeited.

The **additional legal terms of our agreement** are as follows where “Client” refers to you, the undersigned, and “Company” refers to myself, Meggie Winchell, my employees, and my company, Soul-Centered Life Coaching:

No Guaranty: Disclaimer:

NO GUARANTEES: Company makes no guarantees about Client and Company’s work together. Client agrees that any statements made by Company regarding potential outcomes are opinions and are not binding on Company. Company may provide testimonials from previous clients, which is not to be relied upon to predict results in your specific situation. The results you experience will be dependent on many factors including but not limited to your level of personal responsibility, commitment, and abilities, in addition to those factors that you and/or Company may not be able to anticipate.

NOT PROFESSIONAL MEDICAL ADVICE: Company will only be providing the services that are explicitly listed above in the “Professional Fees” section. At no time should any of Company’s services be considered a substitute for professional medical or mental health services, nor should the service be construed as professional therapy. Company’s services are not intended to treat, diagnose, cure, or prevent any disease. If at any time Client needs medical, and/or psychological treatment, it is Client’s responsibility to seek it out.

NOT LEGAL OR FINANCIAL ADVICE: At no time should any of Company’s services be considered a substitute for professional legal or financial advice. If at any time Client needs legal or financial services, it is Client’s responsibility to seek it out.

EARNINGS DISCLAIMER: Any information provided by Company regarding wealth, abundance, income, earnings, business profits or personal financial status is for informational purposes only. The information may provide real-life examples and/or hypothetical examples of possible outcomes, which are in no way guarantees of what will occur in your specific situation. As you know, financial outcomes depend on many factors including but not limited to your level of personal responsibility, commitment, and abilities, in addition to those factors that you and/or Company may not be able to anticipate. You agree that Company is not responsible for your success, or lack thereof. Your reliance on any information provided is done at your own risk.

Severability:

If any term in this Agreement is found to be void or voidable, the remaining terms of the Agreement are unaffected, and deemed to remain in full force and effect, including those terms that are similar.

Warranties:

Both Company and Client warrant that they have full authority to enter into this Agreement.

Company warrants that its services will be provided by qualified people and in a competent manner in accordance with industry standards.

Client warrants that it has any necessary permission, licenses, rights, and releases to lawfully execute its duties set forth in this Agreement.

Except for the express warranties in this Agreement, neither party makes any other warranties either expressed or implied.

Modification: Waiver:

The terms of this Agreement cannot be modified, supplemented, or amended unless agreed to in writing by all parties. The waiver of a term in this Agreement shall not be considered a waiver of any other terms of this Agreement and shall not be considered a continuing waiver. In order to make the waiver binding, the party making the waiver must execute

it in writing. The modification or waiver of one term of this Agreement does not affect any other term in the Agreement, regardless of its similarity.

Limited Liability:

The amount of liability recoverable for any cause of action that arises under this Agreement shall not exceed the amount paid for services outlined in this Agreement, regardless of whether the cause of action is based in tort, contract, or any other theory of liability. Under no circumstances will Company be liable for special, incidental, indirect, or consequential damages of any kind, or for any loss of use, business interruption, costs of procurement of substitute goods or services, lost profits, or lost data even if Client has been advised of the possibility of such damages.

Dispute Resolution; Costs and Fees; Applicable Law/Venue:

Any dispute arising under this Agreement will be resolved by mediation held in Franklin County, Massachusetts, USA by a mediator to be agreed upon by all parties or through an online mediation service that is agreed upon by all parties. The parties agree that their good faith participation in mediation is a condition precedent to pursuing any other available legal remedies.

Parties agree that this Agreement shall be governed by and construed in accordance with the laws of Franklin County, Massachusetts, USA. Parties agree that the venue for any court proceedings arising out of this Agreement shall be in Franklin County, Massachusetts, USA.

The successful party to any dispute resolution will be entitled to reasonable costs and fees incurred in resolving or settling the dispute, in addition to any other relief to which the party may be entitled.

Notices:

All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by registered or certified mail, postage prepaid, using the addresses provided at the end of this document.

Assignment:

This Agreement shall bind both Company and Client and their respective heirs, legal representatives, successors, and assigns. Client may not assign its rights under this Agreement without express written consent from Company.

Whole Agreement:

This Agreement constitutes the entire agreement between Client and Company. This Agreement supersedes and cancels all prior or contemporaneous discussions, writings, negotiations, and agreements.

Signatures: **By checking the “I Agree” box you agree to the linked “Client Contract” in its entirety.**

Thank you & I look forward to working with you!

Meggie Winchell, M.Ed, Company CEO
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413 498 5342
meggie@soulcenteredlifecoaching.com