***Maggie Wilhelm, Empowerment Coach Contract***

Wellness, Confidence & Self-Empowerment Coaching

[www.maggiewilhelmcoaching.com](http://www.SerenityProfessionalCounseling.org)

Please read carefully. By purchasing this service you (herein referred to as “Client”) agree to the follow terms stated herein.

**Wellness, Confidence, Self-Empowerment Coaching**

Maggie Wilhelm, Empowerment Coach, (herein referred to as “Company”) agrees to provide the Program, Acceptance v. Change Coaching (herein referred to as “Program”). Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

**Disclaimer**

Maggie Wilhelm (herein referred to as “Consultant”) and Company, is not an employee, agent, lawyer, doctor, manager, therapist (in this capacity), public relations or business manager, registered dietician, or financial analyst, psychotherapist (in this capacity) or accountant. Client understands that Consultant has not promised, shall not be obligated to and will not; (1) procure or attempt to procure employment or business or sales for Client; (2) perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for Client; (6) introduce Client to Consultant’s full network of contacts, media partners or business partners. Client understands that a relationship does not exist between the parties after the conclusion of this program. If the Parties continue their relationship, a separate agreement will be entered into.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fees**

The fee for the Coaching Program has the following options:

* Individual Therapy Sessions are priced at $150 for a 50 minute session.
* Packages are available at a reduced rate when paid in advance.
  + You will receive $10 off each session when a package of 10 sessions is paid in advance​
  + Ten individual sessions at $1400 ($140 a session)
* At this time, I am not accepting insurance as a form of payment.
* Payments can be made via Credit Card or Venmo.
* Frequency of coaching will collaboratively be decided based on your need. I offer weekly, biweekly, or monthly options.

All questions related to fees and billing are to be directed to Ms. Wilhelm.

**Methods of Payment**

If Client elects to pay by monthly installments, Client authorizes the Company will request Client’s payment on original invoice by the 1st of each month in the Program. If Client elects to pay in FULL, Client may pay the entire invoice on the provided due date.

**Refund Policy**

No refunds shall be issued for services rendered.

**Rescheduling Policy**

Once payment is made for booking a session, fees are 100% non-refundable, but session fees can be applied to an appointment at a later date if you need to reschedule. Each client receives one free rescheduling if the session is rescheduled prior to the 48 hour window before the call. To reschedule, you must do so prior to 48 hours before your session begins or your payment and one-time complimentary rescheduling will be forfeited.  To reschedule your session, simply send an email to maggiewilhelmtherapy@gmail.com. If the session is cancelled within the 48 hours before the scheduled start of your call, no refunds are available.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Confidentiality**

The Company respects Client’s privacy and insists that Client respects the Company’s and Program Participants (herein referred to as “Participants”). Thus, consider this a mutual non-disclosure agreement. Any Confidential Information shared by Program participants or any representative of the Company is confidential, Proprietary, and belongs solely and exclusively to the Participant who discloses it. Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, on the forum or otherwise. Client agrees not to use such confidential information in any manner other than in discussion with other Participants during Program. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Client agrees not to violate the Company’s publicity or privacy rights. Furthermore Client will NOT reveal any information to a third party obtained in connection with this Agreement or Company’s direct or indirect dealings with Client including but not limited to; names, email addresses, third-party company titles or positions, phone numbers or addresses. Additionally, Consultant will not, at any time, either directly or indirectly, disclose confidential information to any third party. Further, by purchasing this product you agree that if you violate or display any likelihood of violating this session the Company and/or the other Program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

**No Transfer Of Intellectual Property**

Company’s program is copyrighted and original materials that have been provided to Client are for Client’s individual use only and a single-user license. Client is not authorized to use any of Company’s intellectual property for Client’s business purposes. All intellectual property, including Company’s copyrighted program and/or course materials, shall remain the sole property of the Company. No license to sell or distribute Company’s materials is granted or implied. By purchasing this product, Client agrees (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights, (2) that any Confidential Information shared by the Company is confidential and proprietary, and belongs solely and exclusively to the Company, (3) Client agrees not to disclose such information to any other person or use it in any manner other than in discussion with the Company. Further, by purchasing this product, Client agrees that if Client violates, or displays any likelihood of violating, any of Client’s agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

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**Client Responsibility**

Program is developed for educational purposes ONLY. Client accepts and agrees that Client is 100% responsible for their progress and results from the Program. Company makes no representations, warranties or guarantees verbally or in writing. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. Client acknowledges that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that Client will reach their goals as a result of participation in the Program. Program education and information is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual. Company assumes no responsibility for errors or omissions that may appear in any program materials.

**Severability/Waiver**

If any provision of this Agreement is held by to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

**Limitation of Liability**

Client agrees they used Company’s services at their own risk and that Program is only an educational service being provided. Client releases Company, its officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, Instructors, guides, staff, Participants, and related entities any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter “Releases”) from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs. Client accepts any and all risks, foreseeable or unforeseeable. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company’s services or enrolment in the Program. Company assumes no responsibility for errors or omissions that may appear in any of the program materials.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Assignment**

Client may not assign this Agreement without express written consent of Company.

**Modifications**

Company may modify terms of this agreement at any time. All modifications shall be posted on the Company’s website and purchasers shall be notified.

**Termination**

Company is committed to providing all clients in the Program with a positive Program experience. By purchasing this product, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client’s participation in the Program without refund or forgiveness of monthly payments if Client becomes disruptive to Company or Participants, Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other participants in the Program or upon violation of the terms as determined by Company. Client will still be liable to pay the total contract amount.

**Indemnification**

Client shall defend, indemnify, and hold harmless Company, Company’s officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements – which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the Company’s shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company. In consideration of and as part of my payment for the right to participate in Company’s Programs, the undersigned, my heirs, executors, administrators, successors and assigns do hereby release, waive, acquit, discharge, indemnify, defend, hold harmless and forever discharge Company and its subsidiaries, principals, directors, employees, agents, heirs, executors, administrators, successors, and assigns and any of the training instructors, guides, staff or students taking part in the training in any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter “Releases”) of and from all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in a equity arising from my participation in the Programs.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Services Disclaimer**

Wellness Coaching is not easily described in general statements. It varies depending on the personalities of the coach and client and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Coaching calls for a very active effort on your part. In order for the coaching to be more successful, you will have to work on things we talk about both during our sessions and at home. Our first few sessions will involve building connection and establishing your goals based in your values. We will proceed with services collaboratively, based on the goals & values you present.

Coaching can have benefits and risks. Since it often involves discussing difficult aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, it often leads to better relationships, solutions to specific problems, and significant reduction in feelings of distress, and increased self-esteem. However, there are no guarantees of what you will experience and we will address your experience throughout the program.

Every effort has been made to accurately represent this service and its potential. There is no guarantee that these services will directly result in relationship changes, earning money, getting a promotion or raise, etc. Examples and skills taught in these sessions are not to be interpreted as a promise or guarantee. Potential change is entirely dependent on the person using this program, skills, ideas and techniques. Your level of success in attaining results/goals depends on the time, energy, and willingness to change that you devote to the program, ideas and techniques mentioned. Since these factors differ according to individuals, we cannot guarantee your success in meeting goals, nor are we responsible for any of your actions.

**Duty to Read**

I accept that under this agreement, I have a duty to read this terms of participation policy, and have done so. Furthermore, I understand and accept that I am precluded from using lack of reading as a defense against all remedies contained herein.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Acceptance v. Change Coaching Contract***

Maggie Wilhelm, Professional Clinical Counselor, Inc.

LPCC 5163

Wellness, Confidence & Self-Empowerment Coaching

[www.SerenityProfessionalCounseling.org](http://www.SerenityProfessionalCounseling.org)

**Agreement to the Consent to Coaching Policies**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand and agree to the terms of the coach-client contract with Magdalene (Maggie) Wilhelm. Your signature below indicates that you have read the information in the attached document and agree to abide by its terms during our professional relationship. I understand that all services are rendered under the S-Corp, Maggie Wilhelm, Professional Clinical Counselor, Inc.

Signature of Client \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Acknowledgement of Receipt of Privacy Practices Statement**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have received a copy of the Maggie Wilhelm, PCC, Inc,’s Policies and Practices to Protect the Privacy of my Health Information. My coach has discussed this document with me. Your signature below indicates that you have read the information in the attached document and agree to abide by its terms during our professional relationship.

Signature of Client \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_