

AGREEMENT

Welcome to my coaching practice. This is a contract between us (the "Agreement"). Agreements are used between coaches and clients to establish and maintain clarity in expectations. I'll be happy to discuss and explain any part of this agreement.

<u>MY MISSION</u>: My coaching practice specializes in helping clients quickly establish the right strategy to promote their careers ranging from initial assessment to developing a full marketing campaign. I focus on solving my client's most pressing needs. In creating and executing a strong career strategy I help clients from a variety of backgrounds and professions advance their careers to new levels.

- 1. CCCC SERVICES and FEES: You ("Client") hereby engages Chip Conlin Career Coaching ("CCCC") to provide the services with the applicable fees (the "Services") as selected and set forth in the service order attached hereto (the "Service Order"). Any additions, modifications or supplemental services beyond the Services set forth in the Service Order, shall be set forth in writing and signed by both parties as a separate Service Order. The performance of Services and fees under any Service Order shall be governed by this Agreement unless otherwise amended in the written Service Order.
- 2. <u>MINIMUM STANDARDS REQUIRED FOR SERVICES</u>: For Services requiring the editing and review of specified necessary documents to provide the respective Service, said documents must be provided to CCCC no later than seven (7) days prior to any scheduled session.
- 3. <u>SESSIONS PROCEDURES:</u> Sessions are scheduled at our mutual convenience. Sessions may be held in person, via telephone, via screen share or via Skype as mutually agreed by us. For telephone sessions, Client will call CCCC at the prearranged time and telephone number. For packages with multiple sessions, although sessions will be scheduled at the mutual convenience of both parties, all sessions must be completed within the agreed upon time frames unless a request by Client for an extension of the timeframe is approved by CCCC.
- 4. <u>CANCELLATION</u>: If the Client needs to cancel or postpone a session, Client shall give CCCC a minimum of 24 hours' notice and the Service delivery date will be rescheduled. Without proper notice, for sessions that are part of multisession engagements Client shall forfeit the relevant session. For sessions that are not part of a multisession engagement, without proper notice Client may be charged a cancellation fee of one hundred dollars (\$100.00).

- 5. **FEES AND PAYMENT TERMS**: Fees for CCCC Services are described in the attached Service Order. Please choose the program that fits your needs and attach it to this Agreement. Payment is due in advance of the first session of each multiple-session discount package. The first session won't be scheduled until this Agreement is executed and transmitted to CCCC, via fax, mail or electronically <u>and</u> the first payment is received by cash/check or credit card. Any changes to this procedure must be mutually agreed on in writing.
- 6. **EXTRA TIME:** Calls and emails made between scheduled sessions are permissible if Client needs a sounding board, has a problem, or wants to share a success. These calls aren't billed as additional time, but the Parties agree to keep the extra calls to no longer than ten minutes. If Client wants to communicate in between sessions by email, CCCC will try to respond to e-mail within 24 hours, with an email or short phone call at no additional charge. (But sometimes e-mail goes astray, so e-mail again if Client thinks CCCC missed something.)
- 7. **EXPENSES**: The Client agrees to pay all reasonable out-of-pocket disbursements and expenses incurred on the Client's behalf as agreed by both parties.
- 8. <u>NON-CIRCUMVENTION</u>: During the term under which CCCC is providing Services to Client, and for a period of one year after termination, Client hereby agrees that he or she will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or parties introduced to Client by CCCC, without CCCC's prior written consent.
- 9. CONFIDENTIALITY AND NON-DISCLOSURE: Client understands that CCCC's work product utilized during its delivery of services may include methodologies, principles, concepts, techniques, worksheets and other documents, that in whole or in part, are proprietary to CCCC or its third-party vendors ("Confidential Information"). Accordingly, Client understands and agrees that they may not use Confidential Information for any purposes other than the provided Services without written consent from CCCC.
- 10. <u>HOLD HARMLESS</u>: Client acknowledges that Client is voluntarily entering into the selected program with CCCC. Client is aware that the results of services provided by CCCC cannot be guaranteed and agrees that Client is entering into this relationship with the understanding that Client is responsible for its own actions. Client agrees to utilize CCCC coaching services with the full understanding that CCCC is in no way responsible or liable for Client's decisions, actions, and outcomes and that no warranties or guarantees are given or implied for any of the Services delivered. Client also agrees to hold CCCC free of all liability and responsibility for any adverse situations created as a direct or indirect result of advice given, or any actions taken, by Client while working with or as a result of working with CCCC as a coach.

- 11. **LIMITATION OF REMEDIES:** Notwithstanding Section 10 above, in the event of CCCC's liability, for any cause, Client's sole and exclusive remedy is limited to, at CCCC's option, correction of any Services not in conformance with this Agreement or repayment of the portion of the fee paid by Client attributable to the nonconforming Services. CCCC will not be liable for any other damages, either special, direct, incidental, consequential or otherwise, and in no event, shall CCCC's liability exceed its fees previously collected for the nonconforming services.
- 12. <u>DISPUTE COSTS</u>: If either Party initiates dispute resolution proceedings in any way related to this Agreement or an applicable Service Order, the prevailing party shall be entitled to the award of dispute resolution costs and expenses, including but not limited to all reasonable mediation, court, or arbitration costs, as well as attorneys' fees, collection fees and expenses.

The Client acknowledges that they have read and understood the extent and limitations of the Services provided and agree to all of the limitations, terms and exclusions contained within this contract for the Services.

	By:	
	Client	Date
Chip Conlin Consulting Services		
Ву:	·	_
Chip Conlin	Date	

[Service Order attached on next page]

SERVICE ORDER

Which of the following best describes you career goals?

Type of Service	Description	Choose
Transitioning	 Are you a victim of downsizing? Returning to the workforce after a break? At a career crossroads? Whether you are currently unemployed, or employed, we will put together a plan of action that works best for you. Depending on your situation, we may start with an assessment of your skills, experiences, interests to determine how to best position yourself for a new job. Or it may be a more urgent matter of how to prepare for an interview that came up suddenly. 	
Changing Careers	 Looking to move from corporate to non-profit? At a company that has been purchased? In a career that is becoming obsolete? After a full career in a particular industry, the desire to transition into another type of organization and job becomes not only appealing, but in many cases a necessity, given changes in the job market. Many professionals have had successful careers in a particular industry, only to lose their jobs as their company retrenches, moves to a new location, or goes out of business.	
Senior Executives	 Are you facing a company merger? At a firm where experience is not valued? In an industry that is changing rapidly? In a world of mergers and acquisitions senior executives face the loss of their jobs and the challenges of finding other positions at a comparable level of responsibility and compensation. After a long career these executives may be seen as "overqualified," "overpriced," and lacking the newer technical skills in their respective industries. 	

Based on the Client's unique and personalized needs determined by Client's initial skills assessment and strategy session, Client and CCCC will engage in the following exercises and coaching, as needed:

Services	
Initial Skills Assessment and Strategy Session	
Resume and LinkedIn Review	√
Practice Networking Skills	√
Practice Interviewing Skills	√
Making the Most of Your Network	√
Salary Negotiation Skills	√

Packages		Select	Initial
Single Session			
Bronze Packageup to 5 sessions	\$875		
Silver Packageup to 10 sessions	\$1,500		
Gold Packageup to 15 sessions	\$1,875		
Custom Program:	\$		

Terms and Conditions:

- All sessions are for 60 minutes.
- All fees paid hereunder shall be fully earned when paid and are non-refundable for any reason.
- To avoid forfeiture of any sessions, all sessions included in a package must be scheduled and completed within the following number of months from the date of this Agreement:

Bronze Package: 3 months
 Silver Package: 6 months
 Gold Package: 9 months

The undersigned understands and hereby agrees to the nature of services provided by CCCC, accepts responsibility for payment, and requests that services begin upon receipt by CCCC of the agreed upon fees.

By:		
•	Client	Date