

Business Coaching Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Business Coaching Agreement

This Business Coaching Agreement (this "Agreement") is made on [Date] between [Client's full legal name] , on behalf of [Client's business name, or write "the Client individually" if there is no separate business] , of [Client's address] , contactable at [Client's email and phone] (the "Client"), and [Coach's full legal name or business name] of [Coach's address] , contactable at [Coach's email and phone] (the "Coach").

The Client engages the Coach to provide business coaching services on the terms set out below (the "Services"), directed at the Client's own business — its strategy, operations, sales, marketing, leadership or other aspects the Parties agree to focus on. This Agreement takes effect on [Start date] and continues for the term set out in clause 2. Clause 5 states plainly what the Coach does not promise about the Client's finances, and clause 6 covers how the Coach handles confidential information about the Client's business.

1. The Services

The Coach will provide one-to-one business coaching to the Client on [Business coaching focus, e.g. sales process, leadership, operations, growth strategy — describe in general terms] , in the format and on the schedule set out in clause 3. Coaching consists of structured conversation, goal-setting, accountability and reflective questioning intended to help the Client clarify and pursue the Client's own business objectives; it is not consulting work performed on the Client's behalf, and the Coach does not perform tasks in the Client's business, make business decisions for the Client, or bind the Client to any third party. The Coach provides the Services as an independent contractor, not as an employee, agent, partner or fiduciary of the Client, and holds the following relevant credentials, if any: [Coach's relevant certifications, business experience or training, or write "none"] .

Each Party shall keep the other informed of any change to the contact details recorded above. Notices under this Agreement may be given by email to the addresses recorded above and are treated as received on the next business day after sending.

2. Engagement Term

This engagement runs for [Engagement term, e.g. six (6) months, or write "an ongoing basis until ended under clause 8"] from the start date above. [If the term is fixed, state whether it ends or renews automatically, and on what notice] .

Either Party may end this Agreement before the end of its term as set out in clause 8.

Ending the engagement does not entitle the Client to a refund of fees for Services already provided, except as clause 8 sets out.

3. Session Cadence and Format

Sessions take place [Session frequency, e.g. weekly, every two weeks, monthly] , each lasting approximately [Session length, e.g. fifty (50) minutes] , by [Session format, e.g. video call, phone, in person at a stated location] . The first session takes place on or around [Date of first session] .

Either Party may propose a different time for a scheduled session with reasonable notice; a session is rescheduled only once both Parties agree on a new time. Between scheduled sessions, the Coach

[Describe any between-session contact the Coach provides, or write "none"] .

Sessions include:

- (a) the session itself, conducted in the format stated above;
- (b) any exercises, action items or between-session work the Coach asks the Client to complete before the next session; and
- (c) brief notes the Coach may keep of the business topics discussed, kept confidential under clause 6.

4. Fees, Payment and Cancellation

The fee for the Services is [Fee, e.g. amount per session or a monthly package price] , payable [Payment timing, e.g. before each session, or monthly in advance] by [Accepted payment methods] . An invoice unpaid [Number of days before a late fee or pause applies, e.g. seven (7)] days after it falls due [Consequence of late payment, e.g. "carries a late fee of [amount]" or "results in sessions being paused until payment is received"] .

To cancel or reschedule a session without charge, the Client must give the Coach at least [Cancellation notice window, e.g. twenty-four (24) hours] notice by [How notice must be given, e.g. email or text message] . A session cancelled with less notice than that, or missed without notice, is charged in full and is not rescheduled, except where the Coach agrees to waive that charge.

If the Coach is unable to hold a scheduled session, the Coach shall give the Client as much notice as reasonably possible and shall reschedule the session at no charge or, at the Client's choice, credit the fee against the next invoice.

5. No Guarantee of Financial Results

Coaching is facilitative, not directive: the Coach helps the Client clarify goals, weigh options and stay accountable, but does not instruct the Client what business decision to make, and the Client is solely responsible for the Client's own business decisions, actions and their consequences.

THE COACH DOES NOT GUARANTEE ANY SPECIFIC FINANCIAL OUTCOME, REVENUE INCREASE, PROFIT, BUSINESS GROWTH, VALUATION, FUNDING, OR OTHER FINANCIAL OR BUSINESS RESULT FROM THE SERVICES. Nothing said in a session — including any goal discussed, target set, or example given — is a promise, projection or guarantee of what the Client's business will achieve, and no statement by the Coach is to be relied on as such.

Any figures, case studies or descriptions of results another client has obtained are illustrative only, are not typical, and are not a representation of what the Client will achieve. The value the Client gets from coaching depends substantially on the Client's own engagement, execution and follow-through between sessions, which are outside the Coach's control.

The Client acknowledges that any financial or business result depends on many factors outside the Coach's control, including:

- (a) the Client's own execution of, and follow-through on, actions agreed in or between sessions;
- (b) market, economic and competitive conditions in the Client's industry;
- (c) the accuracy and completeness of the information the Client provides to the Coach;
- (d) decisions made by the Client's employees, partners, investors, lenders, suppliers or customers; and
- (e) changes in applicable law, regulation, or the Client's own available capital and resources.

6. Confidentiality of Client Business Information

In the course of the Services the Client may share with the Coach non-public information about the Client's business, including financial statements and projections, business plans and strategy, pricing, customer and supplier lists, personnel matters, trade secrets, and other commercially sensitive information (the "Confidential Information").

The Coach shall keep the Confidential Information confidential, use it only to provide the Services, and not disclose it to any third party without the Client's prior written

consent, except to the Coach's professional advisers who need it and are bound by obligations of confidentiality at least as protective as this clause, where the Coach seeks confidential supervision or consultation with another coaching professional bound by an equivalent duty of confidentiality and without disclosing more than is necessary to identify the Client's business, or where disclosure is required by law, subpoena or court order, in which case the Coach shall, where lawful and practicable, notify the Client before disclosing it.

On the Client's request, or when this Agreement ends, the Coach shall return or destroy the Client's Confidential Information, except copies the Coach must retain under the Coach's own ordinary record-keeping obligations, which remain subject to this clause for as long as they are held. These obligations continue for [Confidentiality survival period after this Agreement ends, e.g. three (3) years] after this Agreement ends, and do not apply to information that:

- (a) was already lawfully known to the Coach, without any duty of confidence, before the Client disclosed it;
- (b) is or becomes public through no act or omission of the Coach;
- (c) is lawfully received from a third party who is free to disclose it; or
- (d) was independently developed by the Coach without reference to the Client's Confidential Information.

7. Scope of Advice: Not Legal, Financial, Accounting or Investment Advice

The Coach is a business coach and not an attorney, certified public accountant, financial advisor, broker-dealer or investment adviser. Nothing the Coach says or provides under this Agreement is legal, tax, accounting or investment advice, and the Coach does not review the Client's contracts, filings or financial statements for legal or regulatory compliance.

Where the Client's circumstances call for legal, tax, accounting or investment advice, the Client shall obtain it from a qualified professional engaged separately by the Client. This clause does not limit clause 5.

8. Ending the Engagement

Either Party may end this Agreement by giving the other [Termination notice, e.g. two (2) weeks] written notice. Either Party may end it immediately by written notice where the other Party materially breaches this Agreement and does not remedy the breach within [Cure period, e.g. seven (7) days] of being asked to.

On ending this Agreement, the Coach shall provide the Client with a refund of any fees

already paid for sessions not yet delivered, calculated at
[Refund basis, e.g. the per-session rate, or write "in full"] , within
[Refund period, e.g. fourteen (14) days] of the effective date of ending. Ending this Agreement does not affect either Party's accrued rights or obligations, and clauses 5, 6, 7 and 9 survive it.

9. Limitation of Liability

Neither Party is liable to the other for indirect or consequential loss, or for loss of income, profit or opportunity, arising out of this Agreement. Except as stated in the next paragraph, the Coach's total liability arising out of or in connection with this Agreement is limited to the total fees paid by the Client under it in the
[Liability look-back period, e.g. twelve (12) months] before the event giving rise to the claim.

Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded. The Coach is not responsible for decisions the Client makes about the Client's business, or for the acts or omissions of any third-party professional the Client is referred to or consults under clause 7.

10. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of
[Governing law, e.g. the State of Colorado] . The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Agreement is the entire agreement between the Parties about the Services, and replaces any earlier understanding on that subject. It may only be amended in writing signed by both Parties. Neither Party may assign this Agreement without the other's written consent. If any provision is held unenforceable, the rest continues in force. A failure to enforce a provision is not a waiver of it.

11. Signatures and Effective Date

This Agreement takes effect on the date of the last signature below. The Parties may sign in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. Each Party confirms that they have read this Agreement, that the details entered in it are accurate, and that they have received a copy.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature: _____

Printed name: _____

Date: _____

Coach

Signature: _____

Printed name: _____

Date: _____