



Please read carefully. By agreeing to this partnership, you (herein referred to as “CLIENT”) agree to the follow terms stated herein.

PROGRAM/SERVICE

Bald Eagle Coaching LLC (herein referred to as “COMPANY”) agrees to provide the **Executive, Leadership, & Personal Coaching Program** (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.

Plan 1 Executive/Corporate/Business/Leadership Coaching is provided as a component of the Program. *The base package includes Six (6) one-on-one coaching sessions (approximately 6 hours) and one 30-minute introductory session are provided by this program.*

Plan 2 Executive/Corporate/Business/Leadership **Team** group Coaching is provided as a component of the Program. *The base package includes Six (6) one-on-one coaching sessions (approximately 6 hours) and one 30-minute introductory session are provided by this program.*

Plan 3 Personal/Life Coach is provided as a component of the Program. *The base package includes Six (6) one-on-one coaching sessions (approximately 6 hours) and one 30 minute introductory session are provided by this program.*

Plan 4 Career Coach is provided as a component of the Program. *The base package includes Six (6) one-on-one coaching sessions (approximately 6 hours) and one 30 minute introductory session are provided by this program..*

Plan 5 Health and Wellness Coach is provided as a component of the Program. *The base package includes Six (6) one-on-one coaching sessions (approximately 6 hours) and one 30 minute introductory session are provided by this program.*

WHAT IS COACHING

Executive Coaching is a collaborative, solution focused, results oriented and systematic process in which the coach facilitates the enhancement of work performance, self-directed learning and personal and professional growth. A coach is a support post on your path to success. Among the various professionals who are certified coaches, there are

- Executive/Corporate/Business/Leadership Coach
- Health and Wellness Coach
- Career Coach
- Personal/Life Coach

Core Competencies

1. **Ethics and Regulatory Guidelines** Work behaviors in this category include identification and communication of roles and responsibilities of coaches related to ethical and regulatory guidelines.
2. **Coaching Knowledge and Applications** Work behaviors in this category include the use of coaching methods and skills that may be necessary for an effective practice.
3. **Assessment** Work behaviors in this category include the identification of factors that may influence the process, goals, or outcome of coaching.
4. **Practice Management** Work behaviors in this category include skills necessary for sustaining an effective practice.



DISCLAIMER

Ryan Schuler, MSIO, (herein referred to as “CONSULTANT”) and COMPANY, is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietician, or financial analyst, psychotherapist 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.

FEES

The fee for the Coaching Program’s current hourly rate is set at \$____ per hour and has the following options:

- Prepayment of full program
- Payment of single session- special circumstances only
- Monthly payment plan

Assessments, Evaluation of assessments and collection, processing, and any additional resources herein and **interpretation** of results incur an **additional** session and are not included in the base program rate.

Assesments **are not** eligible for discounts.

Evaluation, collection, processing, and interpretation **ARE** eligible.

Standard communication consists of one email followup weekly following the session, and additional responses as required. Excessive Email, Phone, or text communication beyond the weekly summary and followup email will result in an hourly charge of 25% the current hourly rate on this contract for every 15 minutes of additional work where necessary.

This fee is **NOT** eligible for discount

This Fee is NOT applicable in every situation.

If for any reason COMPANY is offering a special discount/promotion for a limited time, then that replaces the above.

The standard permanent discounts are:

- Active Duty, VA Eligible veterans, Gold Star spouses, and 1st Responders- 15%
- Referral discount 5% credit following completion of referred CLIENT’s contracted package
- Returning CLIENT discount 5% following graduation of original coaching package

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. Payment must be paid prior to session.

REFUND POLICY

30-Day Money Back Guarantee



We want you to be satisfied with your purchase but we also want you to give your best effort to apply some of the game-changing strategies you'll learn in the Program. We offer a 30-day refund period for the first session.

In the event that you decide your partnership was not the right decision, within 30 days of enrollment, contact our support team at billing@baldeaglecoaching.com and let us know you'd like a refund by the 30th day at 11:59 EST.

Notes about our refund policy:

Within the first 30 days from original date of your first 1-hour session, you can request a refund. No refunds will be given after that date. After day 30, all payments are non-refundable and you are responsible for full payment of the fees for the program regardless if you use the information or not. All refunds are discretionary as determined by COMPANY.

Where an organization is paying for the coaching sessions

By investing in your personal and professional development your organization is recognizing the value they place in you. If CONSULTANT is requested by your organization, I will report in broad terms on the process and progress of coaching, but CONSULTANT does not report on the details and content of the sessions, unless named CLIENT gives explicit permission. As required by the organization, CONSULTANT will report any missed sessions, repeated failures to complete agreed tasks or lack of engagement in the coaching process.

COACHING APPOINTMENTS

Coaching sessions will take place in-person or by telephone or videoconference. CLIENTs must arrive or call in on time to ensure the full coaching time is available. For individual coaching sessions, a minimum of 48 hours notice for cancellation is needed otherwise the full coaching fee will be incurred.

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 The fee for coaching sessions within the program is covered by the COMPANY program. **If you cannot attend a scheduled session, you MUST PROVIDE YOUR COACH WITH A MINIMUM OF 48 HOURS' NOTICE.** With proper advanced notice (more than 48 hours), you may reschedule up to 2 sessions (out of the total 6 sessions) allotted. If you reschedule more than 2 sessions or do not attend an appointment and you have not notified your CONSULTANT, your participation in the program will be suspended.

Please note that if you have documentable special circumstances (such as illness) or grave personal difficulties (such as a death in the family), exceptions may be made. Documentation will be required.

Punctuality and Participation

CLIENTs must submit their session prep forms to their CONSULTANT at minimum 72 hours prior to their scheduled appointment time. CLIENTs must arrive on-time for their sessions and prepared to discuss their assignments and progress towards goal. If a CLIENT is not prepared for a session or is not engaged in the coaching process, their participation in the program may be reviewed.

COACHING COMMITMENT

This agreement provides the personal commitment of the CONSULTANT and CLIENT towards the success of the coaching engagement. In agreeing to a coaching relationship, we understand that coaching:



May address specific projects, work performance, skill levels, and general conditions in your professional or private life as they impact on your workplace performance.

Requires an active, collaborative approach - the CONSULTANT plays the role of a facilitator of change, and the CLIENT enacts change by implementing the actions that have been agreed to in between each session.

CONSULTANT Commitments

Throughout our working relationship as your CONSULTANT, I will:

- Apply current best knowledge and coaching practices.
- Provide a safe, yet challenging learning environment to promote exploration, discovery and learning.
- Engage in direct, personal and sometimes challenging conversations either face-to-face or by telephone, or through video conference as jointly agreed.
- Assist you to determine the most useful and desired outcomes.
- Take a holistic, integral approach to coaching, partnering with you and/or your organization to ensure all required support is provided.
- Seek feedback from you and review your coaching outcomes achieved against the goals set.

Your Commitments

Your coaching outcomes will be enhanced if you:

- Participate with an open mind and a readiness to move forward.
- Demonstrate a willingness to be actively involved and committed to coaching, have a genuine intent to change and be ready to work at creating change.
- Be open to receive, accept and act on feedback, be honest and forthright in our discussions and to raise and frankly discuss any issues that relate to the goals we are working on.
- Come willing to explore, challenge and change self-defeating patterns and be willing to try new ways of behaving, learning, and working.
- Give your permission to be challenged – to confront your thinking, behaviors and feelings during the coaching sessions in support of development goals.
- Jointly set activities to be carried out and action these between sessions in order to obtain the full benefit from this coaching.
- Come prepared and on-time to all coaching sessions with interim activities completed.
- Inform me promptly if the coaching isn't working for you

Type of Relationship

The CONSULTANT and CLIENT have entered into a coaching relationship, not a therapeutic or psychological counseling relationship. If therapy or counseling is needed, CLIENTs should seek these services from an appropriate counseling professional. There are periods in coaching where a situation may uncover a sensitive topic in which a referral to a specialist may be required. If this occurs the CONSULTANT will discuss with the CLIENT.

ETHICS, CONFIDENTIALITY, CORE COMPETENCIES

- Any specific information discussed or issues raised during the course of coaching will be on a strictly confidential basis.
- I will maintain file notes on the progress of coaching sessions, and will ensure complete confidentiality of this information, except in rare circumstances where decreed by law or as agreed by you for a specified purpose.
- I will work within the professional ethics & guidelines designated by the Center for Credentialing and Education. (Copies of the ethical guidelines are available on request and online at: <https://www.cce-global.org/Assets/Ethics/BCCcodeofethics.pdf>)



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- I will work within the professional ethics & guidelines designated by the American Psychological Association. (Copies of the ethical guidelines are available on request and online at: <https://www.apa.org/ethics/code>)
 - I will engage all requirements as a Coach, and support the CLIENT and all interested parties, The Community and profession with distinction

Confidentiality

Confidentiality is important to the coaching relationship and all sessions are confidential. The exception to confidentiality is if the CONSULTANT believes the CLIENT will hurt him/herself or someone else, and/or if the CLIENT is violating laws. In a situation in which a referral to a specialist may be required or there is a sense of danger perceived by the CONSULTANT, this will be discussed and/or evaluated.

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 agreeing to this partnership 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.

TERMINATION

COMPANY is committed to providing all CLIENTs in the Program with a positive Program experience. By agreeing to this partnership, 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 in exception to the Refund Policy.

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.

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.

DUTY TO READ

I accept that under this agreement, I have a duty to read these 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.

Signatures

CLIENT _____ CONSULTANT _____
Date _____ Date _____

Printed Names

CLIENT _____ CONSULTANT Ryan Schuler, MSIO, BCC,
Bald Eagle Coaching OWNER