

Christopher Soppet •
chris@autismrecoverycoach.com •
Certified Health Coach •
BA, Chemistry •

# **COACHING AGREEMENT**

#### Please review, initial each section, sign, and date the coaching agreement.

TERMS OF HIRING AGREEMENT: I, the undersigned (*herein designated as "Client", who is the legal guardian in a scenario where the person receiving coaching is a minor*), acknowledge that I have read and understand the contents of this agreement. By signing this agreement, Client acknowledges that it is binding until the date it is revoked in writing by either party. Christopher Soppet is designated the title "Coach".

#### Client Name (Print): \_\_\_\_\_

#### LIMITATIONS OF SERVICES

- 1. Christopher Soppet ("Coach") is a certified health coach and does not function as a physician, does not diagnose or treat disease, and his services do not replace the necessary services of a licensed physician. Professional biomedical health coaching involves the offering of recommendations as educational material. Any action taken as a result of consultation or material distributed by Autism Recovery Coach LLC is done at the sole discretion and risk of Client and shall not be construed as medical advice.
- 2. Coach is a certified health coach and does not function as a licensed therapist or counselor. Client agrees that biomedical health coaching is in no way to be construed as psychological counseling or any type of therapy.
  - 3. Coach makes no representations, claims, or guarantees regarding the efficacy of his recommendations. The recommendations are based upon a combination of his coaching education, experience, and knowledge of the scientific literature. A health coaching consultation or report provided by Christopher Soppet does not constitute a medical service or health care treatment.
- 4. It is recommended that Client maintains a relationship with one or more physicians qualified to care for health condition(s) of Client. Client understands that a visit to his/her physician or primary care provider is recommended prior to implementing any recommendations offered by Coach. Client shall not discontinue treatments with any licensed medical professional or other licensed health care providers without their explicit orders to do so. Given the advanced nature of biomedical treatments and supports it is advised that Client consult with a nutritionally informed or otherwise appropriate physician. Anything discussed between Coach and Client is not to be considered medical advice, and all consultations and material distributed by Autism Recovery Coach LLC should be considered educational information to be discussed with a licensed physician prior to implementation. It is always the responsibility of Client to seek professional medical help when necessary.
  - 5. Client understands that he or she is not being forced to accept any suggestions or recommendations offered by Coach or Autism Recovery Coach LLC. Coach may, however, deny working with Client in the future for any reason that Coach deems non-conducive to a cooperative environment between the two parties.

#### INDEMNIFY AND SAVE HARMLESS

6. Client agrees not to hold Coach liable in any way for any costs or damages, including but not limited to personal injury or monetary damages related to the services or information provided by Coach or Autism Recovery Coach LLC. Client shall indemnify and save harmless Autism Recovery Coach LLC, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Client, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Client's failure to comply with the requirements set forth in this document, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of Autism Recovery Coach LLC, its officers, agents, employees, or servants, resulting from the performance of any work required of Client or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which Coach has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

#### DISPUTE RESOLUTION

\_7. Any controversy, dispute, or claim of any nature arising out of, in connection with, or in relation to the interpretation, performance, enforcement or breach of this Contract (and any closing document executed in connection herewith), including any claim based on contract, tort or statute, shall be resolved in a court of competent jurisdiction located in the state in which the Coach resides.

#### COMMUNICATION

\_\_\_\_8. Coach and Client may share private personal information during consultation or professional communication. Neither party will at any time communicate anything that is said in the privacy of a coaching session or professional communication to a third party without retracting names and identifying information, except as released by either party or as required by law. If Client initiates a dispute or claim of any nature arising out of, in connection with, or in relation to the interpretation, performance, enforcement or breach of this Contract (and any closing document executed in connection herewith), including any claim based on contract, tort or statute, Client relinquishes this protection in the context of investigation.

\_\_9. Client authorizes Christopher Soppet to communicate by non-encrypted commercially available email and internet services, unless otherwise specified, to share test results, coaching updates and other relevant information. Client understands that they may revoke the authorization to contact Coach at any time by submitting a request in writing to chris@autismrecoverycoach.com. Authorization by Client is effective indefinitely, unless revoked by Client in written request as specified in this section.

10. All written communication between Coach and Client is copyrighted material and property of Autism Recovery Coach LLC, thus subject to international copyright laws. Distribution of material prepared by Coach or Autism Recovery Coach LLC, including individual reports prepared for Client, to parties other than Client is strictly prohibited.

## PAYMENT POLICIES

11. Client shall complete all payments through PayPal to Chris Soppet via csoppet@gmail.com with the account to remain current without keeping an outstanding balance. Client confirms that they have an active Paypal account with sufficient funds to cover hired services.

12. Coach is not contracted with insurance companies and does not bill them for services. Client assumes full responsibility for all charges.

13. Client agrees that the payment for services shall not be retracted, cancelled, back-charged, or refunded once an appointment has been scheduled. Should a client retract payment, cancel payment, or back-charge payment, any time spent deliberating the charge will be billed at Coach's current hourly rate and any services hired to defend said charge will be billed to the client. If such a situation arises, Client relinquishes the provisions of privacy protection set forth in this agreement pursuant to said investigation.

14. Should payment not be fulfilled according to the specifications herein, Coach reserves the right to seek monetary compensation, including but not limited to sending the account and open balance to a collection agency.

#### INDEPENDENTLY CONTRACTED SERVICES

- 15. The cost of each service is specified at the time of scheduling. Some services may be independently contracted on an hourly rate at the agreement of Coach and Client. Contact by email, Facebook Messenger, or any other means of unscheduled contact will constitute an independently contracted service and billed at the hourly rate. All independently contracted services shall be invoiced at \$\_60\_ per hour, prorated.
- 16. Client will be billed for independently contracted services by invoice. The invoice will specify time which was spent in consult, in preparation of documents, in reviewing labs, and other services associated with the service. Client is fully responsible for all professional services received. Client is also responsible for payment of any fees associated with payment, including, but not limited to, PayPal buyer fees. If payment is sent in such a way that the seller (Christopher Soppet) is responsible for fees, the account balance will retain an amount equal to the cost of said fees and subject to interest payments as described in section 18.
  - 17. Payment is due on the date of invoice. Client is expected to pay said invoice within 3 calendar days to avoid penalty. If payment is not made within 3 calendar days, Coach may decline Client future services, including any support services that were offered in conjunction with a consultation.

\_\_18. In the event of delinquency on payment of an invoice, interest charges will be assessed beginning on day 7 after the invoice date. Interest assessed to an account 7-30 days beyond the invoice date begins at 5% and collects an additional 5% compounded interest every 30 days thereafter.

# CANCELLATION AND RESCHEDULING

\_\_19. Client must account for the possibility of Coach running up to 15 minutes late due to the nature of working with various client schedules. In the event that Coach is unable to meet within 15 minutes of the scheduled time, every effort will be made to reschedule in an efficient manner at a time that is agreed upon by both parties. Client will not be held responsible for late cancellation or rescheduling fees associated with that scheduled service in the event that Coach is more than 15 minutes late for said scheduled service.

\_\_\_20. Coach will contact Client at the pre-arranged time and platform (WhatsApp, Zoom, Skype, Google Meet, etc.). If Client does not join the session at that time and contacts Coach within 15 minutes, that session may be truncated without adjustment in cost. If Client does not contact Coach back within 15 minutes, the session may be forfeited. Client is responsible for the full cost of forfeited sessions.

\_21. It is the responsibility of Client to account for any difference in time zone between the Coach and Client. All appointments are specified as US Central Time (Chicago). Please note that Daylight Savings Time may affect the time zone conversion when in observance.

22. In the event that Client needs to reschedule a service, notification must be given by email to chris@autismrecoverycoach.com at least 48 hours in advance to avoid a late cancellation fee of \$30. Any notice of cancellation given less than 48 hours prior to the scheduled appointment will be assessed this fee as it requires resources to fill the vacant appointment. If no notice of cancellation is given, or if notification is not given before the session is scheduled to begin, the full service fee will be forfeited, as this slot cannot be reassigned.

23. Prior to any services being rendered, Client will be sent notification from Coach specifying any paperwork or other requirements to be submitted. If said paperwork is not submitted before the 24-hour deadline, the appointment will need to be rescheduled subject to the specifications herein.

#### SUPERSEDENCE OF THE PRESENT CONTRACT

24. By signing below, the terms of this agreement supersede those contained in any previous coaching contract the Client and Coach have enacted. This does not nullify contractual obligations of either party pursuant to previous contracts.

### FREE AND WILLING PARTICIPATION

25. By signing below, Client agrees to comply with the above policies and acknowledges that all terms, verbiage (language) and concepts herein are understood. Client has executed this agreement freely and willingly.

**Client Signature** 

Date

Christophen M Soppet 3/25/2024 Date