



# Mentorship / Coaching Agreement

## Customer Service Agreement

Dear Jenn,

Congratulations on taking the action required to make the change that you want in your business through coaching. I am thrilled to be able to work with you for one-on-one private coaching and mentoring. I commend you for taking this step as you are about to accelerate your progress. I'm so excited that you chose me to be part of your journey!

We have already determined that we are both optimistic and enthusiastic about what we can accomplish together. To bring our "best selves" to the coaching relationship, it is important that we share the same understanding about how we will work together. The purpose of this Agreement is to set out the details about working together so that we are both clear as to what each of our respective roles are and how our communication will take place so that our time will be positive, productive and enjoyable.

During our time together you will learn, grow and if so desire start creating what YOU want so you can show up as the best version of yourself. These sessions are designed to help you get clarity and take action without hesitation so you can achieve what you set yourself. However, you need to remember that it's all up to you to put in the effort and make the changes required. Following is some information to ensure we are both on the same page. Please read the points below and get in touch with any questions you may have. If you agree with it, please sign below.

### 1. Description of Services

The services that will be provided is one-on-one coaching and mentoring where we will discuss and explore all that you desire for you to take action to create the business you want.

You will have access to support materials and training where required and direct access to me throughout the duration of the program for any additional support. Further details set-out in Point 3.

### 2. Coaching Relationship

Throughout the program, we will engage in direct and personal conversations. You can count on me to be honest and straightforward in asking questions and making requests. Coaching, which is not advice, therapy or counselling, may address specific personal projects, business successes, or general conditions in your life or profession. It is an independent relationship. Since professional coaching does not constitute medical consultation or treatment, health insurance does not apply.

### 3. Package Purchased and Sessions

We will work together with a commitment under following understanding:

- We will share 5 sessions together
- Each session is approximately 60 mins in length, however if we have achieved what is required for the session before this time there is no need to go for the entire length of time.
- Sessions will take place via zoom.
- Note zoom calls may be automatically recorded so by signing you give consent to be recorded. In the event that you prefer not to be recorded please notify me so I can stop recording.

If you are unable to attend a session you will need to **provide 24 hrs notice** (via text, not email) and ensure the session is cancelled and rescheduled via email or text request or else the session will be counted as one of the sessions within your package. At the end of each session you will set yourself action steps to be completed prior to the next session.



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### 4. Investment

**Investment:** You agree that you are willing and able to invest in this mentor program with one-on-one private coaching and mentoring, and that by doing so, you are not incurring any economic hardship in any way.

I have agreed to invest in your business for 5 sessions at the cost of \$197.00 + gst per session and we have agreed to set these sessions on a monthly basis and for Mia Maze to invoice Jenn on the 02/05/2022 for the full amount.

**Missed Appointment:** Due to the high demand for appointments, I have a Missed Appointment Fee. Please notify me (via text) at your earliest convenience no later than **24 hours before the session** should you wish to reschedule or cancel. As mentioned, any appointments cancelled within 24 hours of the scheduled appointment will be counted as a session.

### 5. Refund Policy

Your understanding is appreciated. By signing this agreement form, you agree to any missed or cancelled appointment being deducted.

- Session and package fees are non-refundable.
- If you've purchased a package and find yourself unable to use your sessions for any reason, you may put the remaining sessions on a 1-week hold.
- Should you decide to "quit" the process without completing the agreed number of sessions and after your 1-week hold period is up, you will lose those sessions and you will forfeit the total investment cost of the program (with no refund issued).
- I reserve the right to change any packages offered but will always honour the agreed rate for the agreed time period that was set at the beginning of our work together. However, should you decide to continue your coaching work with me (which would be *a-MAZE-ing*) after the completion of the initial package / agreement, there's no guarantee the rates will be the same.
- If you cancel your agreement and would like to re-commence at a later date, there is no guarantee the times will be the same.

### 6. Responsibilities and Expectations

Our coaching relationship is a partnership. As the Mentor / Coach, my sole focus is to empower you to attain the results you desire. In exchange, you agree to do your part by following through on the commitments you make. You understand that you are responsible for making your own decisions and creating your own results. While I may give you specific strategies, tools and suggestions, you agree that it is ultimately your own and sole responsibility to make your own decisions and determine the best course of action for your life or business, and you are fully responsible for the results you achieve.

We each agree to the following responsibilities and expectations:

#### Client's Responsibilities & Expectations:

- Give your best efforts and understand that there may be highs and lows or feelings of resistance and blocks that may arise.
- Follow through and complete agreed action steps.
- Turn off all distractions during Coaching Sessions.
- Let the Coach know promptly if you have any questions or concerns and not air any concerns or grievances to anyone within or outside of the coaching program.



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- Ask any questions you may have as they arise in-between or during sessions.
- You will allow yourself to be as open and vulnerable as possible.
- Allow yourself to be free from any type of shame, guilt, fear, judgement or self-criticism.
- Allow yourself to remember that it's not about getting it right but getting it started.

### **Mentor / Coach's Responsibilities & Expectations:**

- Be on time for each coaching session.
- Give you my full attention and support during each coaching session.
- Facilitate your action steps to help reach your goals.
- Provide you with quality information, strategies, training and guidance to achieve the results you desire.
- Answer any questions you may have as they arise.

### **7. Misunderstanding**

An important part of the mentoring / coaching relationship is the coach's role in providing challenges and encouraging the client to push themselves. However, this must always be done sensitively and appropriately for the individual client. If I say or do something that upsets you or does not feel right, please let me know. I want to provide you with the service and support you need and believe that honesty and trust are critical for our relationship to grow. I want this to be an open and safe place for you to come with confidence, and I ask that you let me know if there is ever anything that you are concerned about in our work together so that I can do what is necessary for you to be satisfied and happy.

### **8. Confidentiality**

**Coaching Relationship:** Confidentiality is important to me. I recognise that during any of our coaching sessions, you may disclose future plans, business affairs, personal and financial information, or other proprietary information and I agree that I will not at any time directly or indirectly, use any such information for my own benefit or share this information with any third party outside of our coaching Sessions, unless: (1) they have a legitimate reason to know such information as a member of my team or staff, (2) when required by law, or (3) you have given me prior written permission.

### **9. Personal Responsibility, Disclaimer and Release of Claims**

**Personal Responsibility & Assumption of Risk:** You acknowledge that you take full responsibility for yourself and all decisions made before, during and after the coaching program. You accept full responsibility for your choices, actions and results before, during and after this coaching program, and you knowingly assume all of the risks of the program related to your use, misuse, or non-use of the program or any of the program materials. You understand and agree that you are solely responsible for your results and there are no guarantees.

You recognise that I will always have your best interest at heart and that with hard work and an open mind, you can make life-changing strides in your life towards your goals. However, as with anything in life, there are no guarantees and your success is dependent on your effort outside of the coaching program as well. You recognise that any comments about the outcome are expressions of opinions only and outcomes are based on subjective factors that cannot be controlled by the company.

**Disclaimer:** I have used care in preparing the information provided to you, but this program and any materials are being provided as self-help tools for your own use and for informational and educational purposes only. There are many factors that influence results, so no guarantees can be made as to the results you will experience through this Program. You agree that I am not responsible for your physical, mental,



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emotional and spiritual health, for your financial earnings or losses, or for any other result or outcome that you may experience through this coaching program. Nothing related to this program is intended to be considered medical, mental health, legal, financial, or religious advice in any way. For specific questions related to a medical or mental health situation, consult your own medical or mental health professional. For specific questions related to your financial, legal or tax situation, consult your own attorney, accountant, and/or financial advisor. For specific questions related to religion, spirituality, or faith, consult your own clergy member or spiritual healer.

**Limitation of Liability, Indemnification, and Release of Claims:** While I take care in creating the experience for you, you agree that I will not be held responsible in any way for the information that you request or receive through this program, including my services, products, and any program materials and any other information you have received from or through me related to this program. You agree that you fully and completely hold harmless, indemnify and release me from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or may have against me in the future that may arise from your participation in the program, including all services, products, and materials, to the extent permitted by applicable law.

### 10. Other Important Terms

**Term:** The Contract will commence upon the first session and will continue unless and until the services have been provided in full or as terminated as set out in these Terms.

**Termination:** If either of us want to terminate the Agreement at any time, we both agree to notify the other at least 3 days in advance by email. Even after termination by either of us, all of the terms of this Agreement, including the Intellectual Property terms, will still apply to both of us now and in the future.

**Notice:** All correspondence or notice required regarding the Services shall be made to me by e-mail at [mia@mazey.com.au](mailto:mia@mazey.com.au) and to you at the e-mail address you provided during your program. Should your e-mail address or contact information change at any time throughout the program, it is your responsibility to provide your updated information to me within 3 days of any change.

### Entire Agreement, Assignment, Survivability and Waiver:

This Agreement contains our entire agreement. This Agreement may be modified or amended at any time as long as the amendment is emailed and confirmed via email by both of us. You may not assign your rights or obligations under this Agreement to anyone else, and the obligations under this Agreement shall survive indefinitely unless otherwise stated in this Agreement. If I choose to waive or not enforce one or more terms of this Agreement, it does not in any way limit my right to later enforce every part of this Agreement.

**Dispute Resolution:** Should we ever have any differences, it is hoped that we could work them out amiably through e-mail correspondence. However, if we are unable to seek resolution in 14 days, we agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us in accordance with Australian law, unless we both agree otherwise in writing. You understand and agree now that the only remedy that can be awarded to you through arbitration is the full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you, unless otherwise provided by law. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in NSW, Australia where my principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

**Non-Disparagement:** If there is a dispute between us, you agree to not publicly or privately make any



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negative or critical comments about the program, my business or me, or to communicate with any other individual, company or entity in a way that disparages the program or harms my reputation in any way, including on social media. In arbitration or when required by law, of course, you are not prohibited from publicly sharing your thoughts and opinions.

By accepting this agreement we both acknowledge that we have read, understand, agree to and accept all of the terms in this Agreement. You agree that you have had the opportunity to ask me any questions and accept the terms of this Agreement.

I have read and understood the above Service Agreement including the Cancellation Policy. I agree to these conditions for the Mentoring / Coaching service provided by Mia Maze and authorise Mia Maze to count a cancellation under 24 hours or a missed appointment as a session.

*Please Note: If, after reading this agreement you are at all unsure of what is written, please discuss it with Mia Maze .*

Client Name: Jenn Donovan

Client Signature:

Date: