

Spot on Wellness

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(806) 772-5000

COACHING & CLIENT AGREEMENT

This Coaching Client Agreement / Contract (hereafter referred to as "the Agreement") constitutes a contract between Spot on Wellness Coach Kaylee Bostwick, (hereafter referred to individually as the "Coach") and the Undersigned, yourself as indicated on the signature page (hereafter referred to as the "Client").

AS THE CLIENT, YOU SHOULD READ IT CAREFULLY AND RAISE ANY QUESTIONS AND/OR CONCERNS PRIOR TO SIGNING THIS AGREEMENT.

PROGRAM DETAILS: Kaylee Bostwick's Positive Emotional Intelligence, Performance Enhancement, and/or Trauma-Informed Coaching may include individual 60-minute or 90-minute sessions; or personalized Brainspotting intensives.

Items you can choose for coaching: Please put a checkmark behind the area(s) of interest.

- Positive Emotional Intelligence/Trauma-Informed Coaching
- Brainspotting and/or Somatic Mind-Body Healing to identify, process, and release neurophysiological and/or emotionally-rooted negative thoughts/personal beliefs, problematic behaviors, and performance barriers
- Grief
- Other

From the date you sign this contract, you will be choosing to work with me in the capacity you indicate in the payment and billing area of this agreement.

COACHING IS NOT PROFESSIONAL COUNSELING, THERAPY, OR ANY LICENSED SERVICE:

The coaching services are neither therapy, professional counseling, nor any licensed service. This means that our work together does not create a provider-patient relationship between us. Coaching services may not be appropriate for everyone. If you have concerns about a medical or mental health condition, please schedule an appointment with a medical provider. Coaching services are not a substitute for medical advice or licensed mental health services.

Coaching services include wellness and education services to assist in navigating challenges and building resiliency. Coaching services do not include any therapeutic processes to include: (i)

conducting assessments and diagnosing for the purpose of establishing treatment goals and objectives and (ii) planning, implementing, evaluating treatment plans using treatment interventions to facilitate human development and to identify and remediate mental, emotional, or behavioral disorders and associated distresses that interfere with mental health, the rendering to individuals, groups, families, organizations, or the general public a service involving the application of clinical counseling principles, methods, or procedures for the purpose of achieving social, personal, career, and emotional development and with the goal of promoting and enhancing healthy self-actualizing and satisfying lifestyles whether the services are rendered in an educational, business, health, private practice, or human services setting," as defined by law.

COACHING SERVICES: Professional Coaching is a professional relationship that helps people produce extraordinary results in their lives, careers, and relationships. Coaching is not a licensed service and my Coach does not provide therapy, professional counseling, or any licensed service. *Through the process of coaching, clients deepen their learning, improve their performance, and enhance their quality of life.* Coaching accelerates the client's progress by providing greater focus and awareness of **choice**. Coaching concentrates on where clients are now and what they are willing to do to get where they want to be in the future. ***Coaches recognize that results are a matter of the client's intentions, choices and actions, supported by the coach's efforts and application of the coaching process.***

You can expect that Spot On Wellness coaches will be honest and direct, asking straightforward questions and using challenging techniques to help you move forward. You are expected to evaluate your own progress; and if the coaching is not working as you wish, you should immediately inform your Coach so that we can both take steps to correct the problem. As with any human endeavor, coaching can involve feelings of discomfort and frustration which may accompany the process of change. ***Coaching does not offer any guarantee of success. Personal development and business coaching are NOT therapy. Kaylee Bostwick is NOT in the role of your therapist under this Agreement.***

A personal-development/performance enhancement/trauma-informed coach does not diagnose or treat mental illnesses. If you are currently in therapy, you are strongly encouraged to ***inform your therapist*** that you are also engaged in coaching, to help ensure that their work with you is mutually supportive toward your goals. It is understood and agreed to by the Client and the Coach that if either of us recognizes that you, the client, have a problem that would benefit from psychotherapy, that the coach may refer or direct you to appropriate resources in addition to or in lieu of Coaching. In some situations, as a condition of our continuance as your coach, I may insist that you enter psychotherapy and that we have your consent to discuss matters that concern you with your psychotherapist for continuity of care. However, it is the Client's responsibility alone to take care of their mental health and wellbeing and seek help from a licensed professional if the Client believes it would be beneficial.

It is further understood that Kaylee Bostwick is not obligated, nor would it be appropriate, to provide you, the client, with psychotherapy services or professional counseling in any way. Personal development/performance enhancement coaching tends to focus more on **action, accountability, potential, and the future**. Coaching services are a good fit for individuals who are emotionally and psychologically healthy and who want to make changes, move forward in their personal lives and achieve business goals. We may discontinue your coaching services if we feel that it is endangering your mental health or well-being.

SCOPE OF ENGAGEMENT: The Client chooses and agrees to participate fully in the Kaylee Bostwick's Performance Enhancement Coaching. The Coach is here to help, guide, advise and support the Client as well as to review any work that is completed during the program. The Client acknowledges that the Program is designed to transform and help Clients grow as a person and/or in their business. In order to grow, people often need to face the possibility of unpleasant things and be pushed out of their comfort zone, and the ***Client agrees to be open to such experiences throughout the course of the transformation.***

The Coach may terminate or change the terms of this Agreement at any time in its discretion upon notice to the Client. The Client understands that any failure on their part to complete the action steps in full throughout the program will result in possibly not receiving the full benefit of the program.

PAYMENT & BILLING:

The Client agrees to pay:

___ Ongoing as needed/biweekly one-on-one 60-minute coaching sessions at \$125.00 an hour

___ Ongoing as needed/biweekly one-on-one 90-minute coaching sessions at \$175.00

___ 1/2 Day Brainspotting Intensive (5.5 hours total) \$962

___ 1 Day Brainspotting Intensive (8.5 hours total) \$1487

___ 2 Half-Day Brainspotting Intensive (10 hours total) \$1750

___ 3 Half-Day Brainspotting Intensive (15 hours total) \$2,625- recommended for couples intensives

___ Other _____

I UNDERSTAND AND AGREE TO THE FOLLOWING:

- Your bill is due at the time of service prior to the session beginning.

- **CANCELLATION FEES:** As of January 21st, 2025, clients will be charged **\$60.00** if an appointment is canceled/not attended without a 24-business hour notice except in the case of an emergency.

CONFIDENTIALITY: The Client understands that all information discussed is confidential and that written permission is required for any coach to speak with anyone regarding our work together. The Client understands that the Coach may participate in professional consultation to assure that Clients are receiving the best coaching possible.

The Client further understands that at times telephone conversations, video, online, group calls, webinars, texts, e-mails or faxes may be utilized, and that the confidentiality of information transmitted through these venues cannot be guaranteed. The Client understands that there are risks, benefits, and alternatives to coaching for receiving remote coaching services. Technology platforms can facilitate high-quality coaching in a convenient and effective manner. The risks may include, but are not limited to, the following: (i) information transmitted may not be sufficient (for example, poor resolution of images); (ii) technical deficiencies or failures; and (iii) your information could be accessed or intercepted by an unauthorized person. Clients can choose not to receive or halt remote coaching services.

Coaching is not a medical treatment and is not covered by HIPAA. The Client understands that, although the Client is not receiving licensed mental health services from us, we work to comply with applicable state and federal laws, which may still require us to protect the confidentiality and privacy of certain medical and personal information. Since the Coach may also be a licensed mental health professional, the Client understands that the Coach may be legally and ethically bound to protect either the Client or others from harm, and that my confidentiality may be limited in this instance. This would include any information the Client might disclose that indicates that a child, elderly, or disabled person is being abused. The Client further understands that if they are at imminent risk of hurting another, or themselves, the Coach may be required to take protective action, including, but not limited to requesting law enforcement.

INTELLECTUAL PROPERTY: Only authorized users, who have duly attained access to any Programs offered by Spot on Wellness by personally agreeing to the terms of this Agreement are permitted to use and participate with such Programs. Except as expressly authorized by this Agreement, the Client shall not provide or make available any Documentation, Video, Audio, or any login member credentials to any third party, or use the Documentation, Video, Audio, or any login member credentials to teach any third party, or otherwise disclose or discuss information revealed in any portion of the Program(s) for any purpose other than exercising rights expressly granted to the Client by this Agreement. The Client acknowledges that any Audio and/or Visual Presentations, Documentation, and other elements of Spot on Wellness are protected under copyright, trademark, and other intellectual property laws and international treaties.

MUTUAL NON-DISCLOSURE: The Coach and the Client mutually recognize that they

may discuss the Client's future plans, business affairs, customer lists, financial information, job information, goals, personal information, and other private information. The Coach will not voluntarily communicate the Client's information to a third party.

To honor and protect the Coach's intellectual properties, the Client expressly agrees not to disclose or communicate any confidential or proprietary information about the Coach's practice, materials or methods to any third parties. The Coach and the Client agree to be bound by this mutual nondisclosure agreement during and after the termination of the coaching relationship.

HOLD HARMLESS AND INDEMNIFICATION: I agree to indemnify and hold harmless the Coach from and against all losses, expenses, damages, and costs, including reasonable attorney's fees, relating to or arising from any information loss due to technical failure, use of Internet to communicate with the Coach or the use of the Coach's Site, any arrangements made based on information obtained by the Site, any products or services obtained through the Site. The Coach does not warrant that the functions contained in any materials provided will be error-free or that the website or server that makes such site available is free of viruses or other harmful components. Reasonable security measures are taken to prevent any issues and the Coach to protect the Client.

I understand that as a condition for receiving coaching services, I agree to indemnify and hold harmless the Coach against all claims, liabilities, losses, damages, suits, costs, and expenses (including reasonable attorney's fees) to the greatest extent permitted by law and as they relate to my failure to follow my Coach's instructions, communicate to the Coach about any problems I encounter during my services, or update my Coach about changes to my health, and I agree to assume all risk of property damage, injury, or death associated with such failures.

Although the Coach aims to provide useful and correct guidance, the Coach disclaims All liability to any party for any direct, indirect, implied, punitive, special, incidental, or Other consequential damages arising directly or indirectly from coaching services. Coaching services are provided as-is, without additional warranty.

LIMITATION OF LIABILITY:

THE PARTIES AGREE THAT IN NO EVENT LIABLE Spot on Wellness OR The Client BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES OF ANY NATURE, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, OR (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY (I) BE LIABLE FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES ARISING OUT OF THE TERMINATION OF THIS AGREEMENT, OR (II) BE LIABLE FOR DAMAGES OR ALLEGED DAMAGES HEREUNDER, WHETHER IN CONTRACT, OR ANY OTHER LEGAL THEORY, THAT EXCEED THE AMOUNTS

REQUIRED TO BE PAID BY EITHER PARTY AT THE OTHER, HEREUNDER. THE PARTIES FURTHER AGREE THAT FOR AMOUNTS PAYABLE UNDER (INDEMNIFICATION SECTION) OR (CONFIDENTIALITY SECTION) HEREUNDER, EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE SUM OF (\$0.00). AFTER THE WORK HAS STARTED, THERE WILL BE NO REFUNDS ACCEPTED.

DISPUTE RESOLUTION: It is agreed between the Client, his or her assigns, family and estate and the Coach that any controversy or claim arising out of or relating to the Agreement, or the breach of the Agreement, shall attempt to be settled by mediation by an accredited individual or organization with a mediator whom we mutually agreed upon. The mediator may occur by telephone.

OPPORTUNITY TO CONSULT WITH COUNSEL: The Client may consult with counsel prior to signing this agreement.

Limitations of Online Coaching & E-mail Support: Messaging Support and Online Sessions are intended to provide quality information, support, and assistance with reaching the Client's personal development and business goals. If any of the following apply, traditional face-to-face psychotherapy is more appropriate: 1. If in crisis or having thoughts of harming yourself (e.g. suicidal thoughts) or harming someone else (e.g. violent thoughts toward others) or psychotic symptoms. Please call 911 or 988, which is the National Suicide Hotline, or go to the emergency room. 2. If you are in an abusive or violent relationship. 3. If you have been severely depressed, anxious, or manic. 4. If you have serious substance abuse dependence issues. 5. If you are a minor (under 18 years old). If the Client is in a crisis, please call 911 or go to the emergency room and do not use these services.

IMPORTANT: READ CAREFULLY BEFORE ACCESSING OR USING Spot On Wellness, INCLUDING ANY AUDIO AND/OR VISUAL PRESENTATIONS. BY ACCESSING OR USING THE MATERIALS, YOU ACKNOWLEDGE THAT: YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND IT, THAT YOU ACCEPT, AND AGREE TO BE BOUND BY ITS TERMS. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THE AFOREMENTIONED TERMS, INCLUDING THOSE RELATED TO PROGRAM FEES, STRICT NO REFUND POLICY, AND CONFIDENTIALITY.

Client's signature verifies that client understands and agrees to pay for charges incurred by Myself. As the Client, I agree that I have read this information and both understand and agree to follow the policies listed above. I understand that insurance may not cover coaching services, and that I am responsible for the full payment of services.

Should you choose to terminate this Agreement at any time before the conclusion

Of our services, any amount of the fee still owed by you will become due and

Payable immediately. The Term of this Agreement will commence upon YOUR Acceptance of this Agreement.

You further acknowledge that in accepting the terms of this Agreement and affirmatively Seeking the benefits YOU are taking full responsibility for YOUR OWN success.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Name: _____
(Please print)

Signature: _____

DATE: _____

Kaylee Bostwick/Coach: _____

DATE: _____