

# Coaching Agreement (Monthly Subscription)

Shirley Markant Coaching | Sequel to a PhD, LLC

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## Coaching Agreement for Monthly Subscription

This Coaching Agreement (“Agreement”) is entered into by and between **Shirley Markant (“Coach”)** and the **individual purchasing coaching services (“Client”)**.

This Agreement applies to all monthly coaching subscriptions purchased through **Shirley Markant Coaching | Sequel to a PhD, LLC**. The specific Client is identified by the name and email address associated with the purchase transaction.

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### 1. Session Details

- **Session Type:** Up to four 45-minute coaching sessions per month
  - **Session Format:** Conducted via Zoom
  - **Scheduling:** Sessions must be scheduled within **30 days of the applicable payment date**. Unused sessions **do not roll over** to subsequent months. Session dates and times are scheduled using the Coach’s scheduling link.
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### 2. Payment

- **Fee:** As displayed at the time of purchase
  - **Billing:** Payment is **automatically processed on the date of the initial purchase** and recurs monthly unless canceled in accordance with this Agreement.
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### 3. Purpose of Coaching

- The purpose of coaching is to provide a thoughtful, supportive space for reflection and decision-making in relation to personal and professional challenges, with an emphasis on strengthening self-trust.
- Coaching focuses on uncovering what may be getting in the way, clarifying priorities, and supporting aligned action based on the Client’s values, strengths, and insights.
- **Coaching is not therapy, counseling, or medical treatment.** While coaching may touch on personal or professional challenges, it does **not include diagnosing or treating mental health conditions**, and it is not a substitute for therapy, medical care, or other professional services.

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#### 4. Confidentiality

- The Coach will maintain confidentiality of coaching conversations and materials, except where disclosure is required by law (for example, if there is an immediate risk of harm to the Client or others).
- Coaching communications are **not legally privileged** (unlike attorney-client or therapist-client communications).

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#### 5. Cancellations and Rescheduling

- Clients must provide at least 24 hours' notice to cancel or reschedule a session.
- If the Coach must cancel or reschedule, notice will be provided as soon as possible and a mutually agreeable alternative time will be offered.

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#### 6. Subscription Term and Cancellation

- The subscription renews automatically each month on the same day of the month as the initial purchase.
- To avoid the next automatic payment, the Client must cancel the subscription at least **five (5) days prior to the next billing date**.
- Once a subscription month has begun, sessions and payment for that month are **non-refundable**.

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#### 7. Limitation of Liability and No Guarantees

- Coaching is a collaborative process. The Client is fully responsible for their own decisions, actions, and outcomes.
- The Coach does **not guarantee any specific results or outcomes**.
- The Coach is not liable for any personal, professional, or financial outcomes resulting from participation in coaching.

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#### 8. Force Majeure

- The Coach is not responsible for missed sessions, delays, or interruptions due to circumstances beyond the Coach's reasonable control, including but not limited to illness, technical failures, or natural disasters.

- In such circumstances, the Coach will offer to reschedule the affected session at a mutually agreeable time.
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## **9. Governing Law**

- This Agreement shall be governed by and construed in accordance with the laws of the **State of New York**.
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## **10. Dispute Resolution**

- Any disputes arising under this Agreement will first be addressed through good-faith discussion between the Client and the Coach. If unresolved, the parties may pursue mediation or other mutually agreed-upon resolution methods.
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## **11. Electronic Agreement**

- This Agreement is entered into electronically. No physical signature is required.
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## **12. Agreement Acceptance**

- By purchasing coaching services and selecting “I agree” (or similar acknowledgment) during checkout, the Client confirms that they have read, understood, and agree to be bound by the terms of this Agreement.
- This Agreement becomes effective on the date of purchase.