



RECOVERY COACHING SERVICES AGREEMENT

I. This Coaching Services Agreement (the “Agreement”) is entered into as of by and between The Recovery Coach, LLC (the “Contractor”), an individual, and _____ (the “Hiring Party”) (sometimes hereinafter collectively referred to as the “Parties”).

II. WHEREAS, the Hiring Party and Contractor hereby enter into this Agreement Whereby Contractor will render certain services to and for the benefit of the Hiring Party in exchange for valuable consideration.

III. NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Hiring Party and Contractor do hereby contract, covenant and agree as follows:

A. Agreement. Contractor does hereby agree to render and provide services in accordance with the terms of this agreement and as specified in Paragraph “E” herein.

B. Rate. The Hiring Party does hereby agree to pay Contractor the rate of **\$75 per hour**.

C. Independent Contractor. Contractor is, and will continue to be for the duration of this Agreement, an independent contractor and is not to be considered in any way subject to control by the Hiring Party. Contractor is not, and is not to be considered, an agent or employee of the Hiring Party.

D. Indemnity. Contractor does hereby for himself/herself, and his/her heirs, executors, administrators, officers, employees, subcontractors, successors and assigns, agree and covenant to indemnify, save and hold harmless the Hiring Party and his or her heirs, executors, administrators, agents, employees, attorneys, successors and assigns from any and all claims, demands, actions,

causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown, which may not exist or which may hereafter arise out of or from the work, services, labor and/or materials to be rendered and provided by Contractor or its subcontractors to or for the benefit of the Hiring Party.

E. Description of Service to Be Performed. Contractor agrees to perform and/or provide the following services to the Hiring Party: Services provided will be scheduled at least 5 days in advance of any appointment with the client. Twenty-four hours' notice is required to cancel an appointment, otherwise the client is expected to pay for the scheduled appointment. If the client is late, he/she will be given a 5-minute grace period before being charged. The services provided will be coaching services to assist the client to achieve desired goals and objectives using recognized core competencies, tools, and skills of the professional recovery coaching industry.

F. Agreement Term. This Agreement shall commence on and shall continue Six Months. This Agreement may be terminated by the Parties as follows: May be terminated by either party upon giving 30 days' written notice. If either party breaches any term of this Agreement, such breach shall operate to terminate this Agreement as between the Parties, and the non-breaching party shall have no further obligations there under. However, all unperformed obligations of the breaching party will remain due and owing.

G. Confidentiality. In the course of performing the services as described herein, the Parties acknowledge that the Contractor may come in contact or become familiar with information which the Hiring Party may consider private, proprietary and confidential. Contractor agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Hiring Party family members, personnel or their designees.

H. Contractor's Taxpayer I.D. Number. The taxpayer I.D. number of the Contractor is 83-1033815. If applicable, necessary or required, the Contractor is licensed to perform the agreed upon services enumerated herein and covenants that he or she maintains all valid licenses, permits and registrations to perform the same.

I. Competent Performance of Services. Contractor agrees that all services will be done in a competent fashion in accordance with applicable standards of the Contractor's profession or trade and all services are subject to final approval by a representative of the Hiring Party prior to payment.

J. Representations and Warranties. The Contractor will make no representations, warranties, or

commitments binding the Hiring Party without the Hiring Party's prior written consent.

K. Legal Right. Contractor covenants and warrants that he/she has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he/she has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. Contractor shall indemnify and hold harmless the Hiring Party from all damages, claims and expenses arising out of or resulting from any claim alleging that this Agreement violates any such other agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice and to terminate all obligations of the Hiring Party to pay any amounts which remain unpaid under this Agreement.

L. Waiver. Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any other rights, conditions, or covenants, and neither party may rely on such failure.

M. Additional Terms.

- a) **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.
- b) **Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Contractor and the Hiring Party and to the Hiring Party's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Contractor of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Hiring Party.
- c) **Governing Law, Severability, Attorneys' Fees.** This Agreement shall be governed by the laws of the State of Georgia. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Client: _____

Coach: _____

Date: _____