



## LIFE COACHING AGREEMENT

Welcome to the Psychological and Emotional Wellness Coaching services of **THARWAT LOVETT, MAP**. This document contains important information about my professional services and business policies. Please read this entire document carefully and let me know if you have any questions or concerns. By signing this document, you will be confirming that you have received this information and it will represent a binding agreement between us.

**NATURE AND SCOPE OF SERVICES.** Tharwat Lovett, MAP (“Tharwat”) offers one-on-one counseling aimed at helping clients uncover their innate potential for emotional and psychological advice. There is no diagnosing or treatment of medical or psychopathological conditions. Tharwat’s services offer the client individual support while achieving personal or professional goals or overcoming emotional or psychological obstacles. Tharwat shares her knowledge and unique perspective to assist the client in making their own balanced, rational and well-explored decisions. Tharwat holds a Masters in Applied Psychology. She is not licensed by the state of Arkansas as a healing arts practitioner, therefore does not accept health insurance.

**SESSIONS.** I schedule 60-minute sessions. If longer sessions are required or desired, payment will be adjusted accordingly as agreed upon. Sessions may be held over the phone, Skype, or face-to-face. I will make recommendations and we will agree upon the frequency of meetings.

If you arrive late for an appointment, the remaining time is available to you if you have reached out to communicate that you will be late. If you do not reach out by phone or text then I may not be available after the scheduled start time.

**PROFESSIONAL FEES.** There is a \$100 fee for a 60-minute session. A \$75 discount will be applied for clients who pay in advance for 4 weekly 60-minute sessions (\$325 for one month).

**PAYMENTS.** You will be expected to pay the full agreed upon fee at the time of each session unless other arrangements have been made. Payments may be made by CASH, CHECK, or PAYPAL. There are **NO REFUNDS**. Payment for unused sessions will remain as session credits in your file, redeemable for one (1) year. If a payment by check does not clear due to insufficient funds or any other reason, you will be expected to reimburse me in full for any related bank fees.



**CANCELLATION FEE.** By signing this you acknowledge that appointments must be canceled with a minimum of 12 hours notice. Cancellation should be made to Tharwat via text message. This allows Tharwat ample time to schedule other clients waiting to be seen. Missed appointments or appointments cancelled with less than 12 hours' notice will be charged a cancellation fee of \$50.00.

**COMMUNICATION.** I do not take calls during sessions and therefore may not be immediately available by telephone. A confidential voicemail or text may be left at (501) 837- 7893. Every effort will be made to return calls within a reasonable amount of time.

Computer, email, text, and cell phone communications can be relatively easy to access by unauthorized people and hence, can compromise the privacy and confidentiality of such communication. Emails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. Additionally, emails are not encrypted, and faxes can be sent erroneously to the wrong address. If you communicate confidential or highly private information via email, text, or cell phone, I will assume you have made an informed decision and will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via electronic means. You agree to not use electronic communication for emergencies. Due to computer or network problems, electronic communications may not be deliverable or in a timely manner.

**CONFIDENTIALITY.** This coaching relationship, as well as all information (documented or verbal) that you share with me as part of this relationship, is confidential. However, please be aware that our relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. I agree not to disclose any information pertaining to you without your written consent. I will not disclose your name as a reference without your consent. Confidential Information does not include information that: (a) was in my possession prior to its being furnished by you; (b) is generally known to the public or in your industry; (c) is obtained by me from a third party, without breach of any obligation to you; (d) is independently developed by me without use of or reference to your confidential information; or (e) I'm required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to me and as a result of such disclosure I reasonably believe there to be an imminent or likely risk of danger or harm to you or others; and (g) involves illegal activity. You also acknowledge your continuing obligation to raise any confidentiality questions or concerns with me in a timely manner.



**CHANGES IN SERVICES OR FEES.** I reserve the right to change the policies, practices, procedures and fees described in this document. You will be notified within 30 days of any such changes.

**MINORS.** If you are under 18 years of age, it is my policy to request an agreement from your parents that they consent to this treatment. If they agree, I will provide them only with general information on how your treatment is proceeding as well as a summary of your treatment when it is complete. However, if I feel that there is a high risk that you will seriously harm yourself or another, I will notify them of my concern. Before giving your parents any information, I will discuss the matter with you.

**SAFETY.** I strive to provide a safe environment for all. Please let me know immediately if you have concerns for your safety while at my office. You agree that if you engage in verbal, written or physical behavior that is threatening to me or any other person, that I may identify you to the police, explain that you are a client, and report the threatening behavior using your personally identifying information. Further, if needed, you agree that I may take other legal action to ensure safety for myself or other people using your personally identifying information.

**LIMITED LIABILITY.** Except as expressly provided in this Agreement, I make no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall I be liable to you for any indirect, consequential or special damages. Notwithstanding any damages that you may incur, my entire liability under this Agreement, and your exclusive remedy, shall be limited to the amount actually paid by you to me under this Agreement for all coaching services rendered through and including the termination date.

**INFORMED CONSENT.** By signing this form you have chosen me because you deem this type of service to be the most appropriate for you at this time. You hereby certify that you are the guardian of the minor or of legal age of consent. You understand confidentiality is of utmost importance to you and me. I will keep confident all issues and the only appropriate breach of confidentiality is when there is reasonable belief that you may intend to harm or kill other individuals or yourself or that you are involved in child abuse, child neglect, spouse abuse, or elder abuse. You also understand that if you are seriously considering suicide, my services will not be appropriate for you at this time.



**LEGAL DISCLAIMER.** By signing this document you agree that certain situations, including emergencies and crisis, are inappropriate for this type of service. If you are in crisis or in an emergency you should immediately call 911 or seek help from a mental health professional or health care facility. By signing this document you understand that you must be 18 years of age.

**APPLICABLE LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Arkansas, without giving effect to any conflicts of laws provisions.

**DISPUTE RESOLUTION.** If a dispute arises out of this Agreement that cannot be resolved by mutual consent, you agree to attempt to mediate in good faith for up to (certain amount of time such as 30 days) after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

**COVENANT NOT TO SUE.** You will never institute any action or suit at law or in equity against Tharwat Lovett, MAP, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of our relationship.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.



I give Tharwat permission to provide services aimed at promoting my emotional and psychological wellness. Tharwat will not be held responsible for the consequences of any plans, actions and/or results of actions I choose to take.

I hereby acknowledge and affirm understanding and agreement with the above.

**THARWAT LOVETT, MAP**

By: /s/ Tharwat Lovett

**CLIENT PRINTED NAME:**

\_\_\_\_\_

**CLIENT SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_ **DATE**