



JEFF COPPER, PCAC, PCC, MBA • ADHD & ATTENTION COACH

Engagement Agreement

This Agreement is intended to set forth the policies and procedures necessary for you, as the client executing this Agreement, and DIG Coaching Practice, LLC, a Florida limited liability company ("DIG"), to have a successful relationship. This Agreement shall be effective as of the date when you have executed and delivered this Agreement to Jeff Copper, the Manager of DIG ("Jeff"), and shall be binding upon you and DIG as of that date.

POLICIES

SESSION ARRANGEMENT: Your arrangement with DIG includes the specified number of sessions identified in Exhibit 1 attached to and incorporated as a part of this Agreement by this reference. You are responsible for setting session dates and times. You must arrive at scheduled sessions on time; if you are running late, please call. If you call and get a voice mail message, please hang up, wait one or two minutes, and call again – our clocks aren't always synchronized. If you are routinely late, you will be requested to correct that behavior. If DIG has to change an appointment, DIG will endeavor to call you to reschedule the appointment.

If you need to cancel or reschedule the session, you must provide at least 24 hours' notice in order to avoid being charged for the appointment. DIG is aware that emergencies sometimes arise, and, in those events, DIG will make a reasonable effort to satisfactorily address those situations. However, forgetting about an appointment does not count as an emergency. Please understand that it is difficult to reschedule. If you need to change an appointment with at least 24 hours' notice, DIG will make sure it is rescheduled.

Except in an emergency, if you miss an appointment with less than 24 hours' notice, it will not be rescheduled, and you will be expected to pay for it. Any prepaid sessions that are not scheduled or used within a three-month period will be forfeited.

EXTRA TIME: While you will meet formally with Jeff during scheduled sessions, DIG expects that Jeff will be available during normal business hours to you. Please call or email Jeff between regularly scheduled calls if you need advice, have a problem or can't wait to share a success. If you reach DIG's voice mail, please leave a message indicating whether you need to be called back. If you send an email and need a quick response, please indicate so in the subject line. DIG enjoys providing this extra level of service and will not bill for additional time of this type. However, you are requested to keep the extra calls to 5 or 10 minutes each, please. Please know that DIG will always be here for you.

CONFIDENTIALITY: All interactions with you are kept strictly confidential. DIG may occasionally consult another coach on your behalf, but that is the only exception. If so, you will not be identified by name. If DIG wishes to discuss your situation with another coach colleague on your behalf, DIG will request your permission and will not do so without your consent. If a court has subpoenaed DIG's records, DIG will be required to release those records. Should such an event occur, DIG will endeavor to notify you at your last known address. It would then be your responsibility to intervene with the courts and act on your own behalf.

As a dedicated coach and for his own improvement, Jeff may, at some point, wish to tape one or more of your coaching sessions so that he can listen and learn. If he chooses to do so, your permission will be

secured prior to any taping, and your tape will be deleted after Jeff listens to it. Should DIG wish for another coach to listen to the taped session to provide feedback, your permission would again be secured prior to any taping, and, again, the tape will be deleted after such feedback has been provided. The purpose if any such taping would be for Jeff's own improvement and development as a coach, and, to the extent you are willing to assist, DIG thanks you for your support.

In addition, so that Jeff may obtain and maintain appropriate certifications, DIG may need to provide documentation concerning its coaching relationships, on a confidential basis, to certification agencies, and you hereby agree that DIG may do so. It may be necessary from time to time to reveal your contact information to accrediting bodies, such as the International Coach Federation, the Professional Association of ADHD Coaches, and/or others, for the purpose of authenticating Jeff's professional development. These agencies are responsible for setting the ethical standards Jeff is required to follow.

A coach doesn't gossip. That means that what you are doing, how you are doing, what you have accomplished, and your personal secrets and shares are not discussed or hinted at by DIG or Jeff to anyone else. From time to time, the person who referred you to DIG may ask how you are doing. The simple response will always be He/she is doing just fine."

DIG's client list is confidential. People may know you are working with DIG, but that information will not come from DIG unless you have so directed DIG. For marketing purposes, DIG may request a statement from you of the value and successes of our coaching, if you are willing to do that. You may indicate whether or not you wish to be quoted or given attribution. Occasionally, in a newsletter or otherwise, DIG may refer to client successes and growth, but those references will always be strictly anonymous unless you want to share the good news. DIG hopes you see that, in every case, you have the option of speaking about our coaching partnership while DIG will hold the relationship in strict confidence, sharing only if and what you choose.

PRODUCTS DATABASE: DIG Coaching products, news, and announcements are bundled with all coaching services and delivered via auto responder and various other electronic means. Your contact information will be added to our database. At DIG Coaching Practice, we respect your right to privacy. This means we will not release your name or email address to any third party without your express written consent. In addition, you will be able to opt out of any distribution list at any time by simply unsubscribing where indicated on any electronic communications.

REFERRALS: DIG's practice is filled by referrals. If you are benefiting from your relationship with DIG, it would be both helpful and appreciated if you would suggest that appropriate colleagues and friends of yours speak with DIG. DIG would be happy to meet and speak with anyone you refer to DIG. DIG has relationships with many coaches and who have very diverse specialties. If DIG's skills don't match up with a referral, DIG will introduce them to a coach who DIG believes is qualified and "right" for their needs.

RESULTS: You must understand that DIG is not responsible for your outcomes; DIG's job is to show you the opportunities and possibilities available. You are responsible for producing results, and your decisions are your own. DIG will endeavor to respect whatever you choose to do in any situation. The goal is for you to achieve what you want, however you define and design that for yourself. DIG will be your #1 advocate, cheerleader and coach, and DIG will be available to you at any time as we build the life you want. But DIG will make every effort to tell you the truth, as viewed by it and to try to be unconditionally constructive. In return, DIG asks that you also always tell the truth as you see it.

DEFINING INTERACTIONS: Specific techniques will be used in the coaching process designed to draw you out of your comfort zone as a way to help you move forward. Nevertheless, if Jeff or anybody else employed by or affiliated with DIG ever says or does anything that doesn't feel right, or you feel it to be inappropriate please discuss it with Jeff. In those situations, DIG will work together with you as a team and will attempt to do what is reasonably necessary for you to be satisfied. DIG values truth and expects you to tell DIG if Jeff oversteps.

INITIAL TERM: To see results, both coach and client must be committed to a coaching relationship. Generally, it takes some time before rewards can be reaped. As such, a minimum period of time needs to be committed to give things a chance to mature and pay dividends. The initial term of this Agreement is defined in Exhibit 1. Unless otherwise agreed, you are responsible for the payment of services for the initial term, whether or not you complete that initial term.

RENEWAL: After the initial term, the Agreement will be renewed on a month-to-month basis unless you and DIG agree to another arrangement. Any renewal will be subject to the coaching fee structure existing at that time. (See section on "Fees" below.)

LOCATION: Coaching sessions are typically conducted over the telephone; however face-to-face or group meetings may be available. If your choice is to have coaching calls via Zoom video or other video platforms, it will depend upon adequate Internet access. If such access is not available, the session will be by telephone.

TRAVEL AND PHONE COST: Unless otherwise agreed, you are responsible for any long distance charges or travel expenses associated with a coaching session.

PAYMENT PROCEDURE: Payment is required in advance for each month of coaching. The first coaching session will begin after the effective date of this Agreement and the first payment is received. DIG does not permit late payments **unless prior arrangements have been made**. If you are having a challenge, let DIG know. Otherwise, if you pay late, DIG will ask that you find another coach.

PAYMENTS: Payments are made via credit card through our online secure credit card processing gateway. You warrant and represent that you can financially afford the coaching fee reflected on the attached **Exhibit 1**.

FEES: If you extend coaching for an extended period of time beyond the initial term, DIG reserves the right to change the fee amount. Such increase will be based on inflation or other economic factors to ensure DIG is maximizing its value to you and to sustain its ability to provide high quality coaching services. You will be notified in writing at least 30 days in advance, at which time you have the option to accept or decline the increase. If you accept, coaching sessions will continue according to your scheduled time at the increased coaching fee. If you decline, coaching sessions will cease upon the date of your next payment due date.

TERMINATION: You may cancel this Agreement effective as of the end of the initial term at any time prior to the expiration of the initial term; however, DIG would appreciate a few weeks' notice so you and DIG can have closure. If you wish to terminate coaching services, please notify DIG at least 14 days prior to the next payment due date to avoid payment being processed for the following month. If your payment is run through for the next month before you cancel, a service fee identified in **Exhibit 1** will be charged. Cancellation must be provided in writing and may be furnished via mail, facsimile or email.

DISPUTE RESOLUTION: In connection with any litigation (including trial, appellate or bankruptcy proceedings) arising under or related to this Agreement, the prevailing party shall recover reasonable attorneys' fees and costs from the other party. Venue of any such proceeding shall lie exclusively in Hillsborough County, Florida.

IMPACT STATEMENT: At the conclusion of the coaching relationship, you may be requested to write an impact statement describing the value received from coaching which DIG can copy and use for certification, testimonial text, and/or in response to prospect inquiries within the guidelines defined in the confidential policy section of this Agreement.

EMAIL: DIG requests that you obtain access to email if you do not already have an email address. Our relationship will be much more efficient and direct if you have an email address.

REFUNDS: In the event a refund is required, it will be made on a pro rata basis and will be refunded to you; however, a service fee identified in **Exhibit 1** will be deducted from any such refund.

DISCLAIMER: You hereby employ DIG as a coach for the purpose of advising and counseling you with respect to various issues, including your business and life skills, developing interpersonal relationships and setting and achieving your goals, and DIG agrees to render such coaching services. However, neither DIG nor Jeff is trained to provide psychotherapy. If any issues arise that should be handled by a licensed therapist, psychiatrist or psychologist, coaching sessions may be suspended while you attend to your health. Alternatively, if coaching and therapy can co-exist for you, your coaching relationship with DIG may continue. You hereby certify that you are physically and mentally fit. If you are receiving medical treatment or are in counseling or therapy, disclosure is required to insure that coaching services do not interfere with your other medical treatment.

You hereby acknowledge and agree that neither DIG nor Jeff is an employment agent, business manager, financial analyst, investment advisor, therapist, psychologist, or medical doctor and that neither DIG nor Jeff has promised, shall not be obligated to, and will not procure or attempt to procure any employment, business or sales for you, perform any business management functions, such as accounting services, tax or investment consulting, or provide any advice with respect thereto, diagnose or treat any medical condition or act as a therapist, provide psychological counseling, psychoanalysis, or behavioral therapy.

LIMITATION OF LIABILITY: You hereby acknowledge and agree that any damages you may incur pursuant to or related to this Agreement are purely speculative and would be difficult or impossible to measure. Therefore, you agree that, upon payment by DIG of one month's coaching fee, as set forth in **Exhibit 1**, any and all claims, for damages or otherwise, arising under or related to this Agreement or your relationship with DIG or any of its employees or agents, including Jeff, are hereby fully and irrevocably waived.

DIG Coaching Practice, LLC

By: 

Jeff Copper, its Manager
DIG Coaching Practice LLC
13014 N. Dale Mabry Hwy #148
Tampa, FL 33618

Date

[For Review Only – Do Not Sign]

Signature of Client

Date



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Exhibit 1	
Coaching Relationship Structure and Logistics:	
Discover Session (one-time) fee:	\$
Monthly Coaching Fee:	\$
Service Fee for refunds:	\$30
Number of Sessions per Month:	3
Session Durations (in minutes):	45
Coaching Sessions (circle/bold one):	By Phone In Person In Group
Initial Term (months):	3
Initial Session Day & Time (*)	
* Scheduling thereafter is determined as we go along	