

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

TurnKey Coaching & Development Solutions, LLC (“COMPANY”) engages Independent Contractor Coaches (“COACH”) to provide professional coaching, training, consulting, organizational development, change management or program management services for its Clients. The terms and conditions that govern this engagement, including compensation and duration of contract services, are presented herein.

TURNKEY COACHING & DEVELOPMENT SOLUTIONS, LLC:

1. Markets coaching services to sponsor companies, corporations, and other large organizations worldwide (“Clients”)
2. Acquires clients to coach (“Coachees”)
3. Establishes the fees for any and all services
4. Generates coaching referrals for the COACH
5. Manages the administrative duties for the Client
6. Provides the infrastructure, tools and support to administer large-scale coaching and coaching related programs
7. Carries Client receivables and monetizes fees from Clients/Coachees to COACH

INDEPENDENT CONTRACTOR COACH AGREES TO:

1. Complete an on-line application for independent contractor coach eligibility
2. Accurately identify level of expertise, certification, and designation as a professional coach
3. Schedule and submit to the COMPANY interview and selection process in a timely manner
4. Accept or decline the engagement assignment and rate schedule provided by the COMPANY within 48 hours of notification

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

5. Perform professional coaching, training, or program management services on behalf of the COMPANY
6. Not solicit COMPANY Clients or Coachees for any personal business or convert COMPANY Clients or Coachees to personal clients or clients of an affiliated coaching business
7. Not interfere with COMPANY business or COMPANY decisions or otherwise engage in discussions with Coachees at any time regarding assignments or any other COMPANY responsibilities
8. Not compete with COMPANY or participate in the creation or leadership of a coach brokering company similar to COMPANY while engaged by COMPANY and for a period of 2 years after the termination of this agreement.
9. Not provide to clients of the COMPANY for who Contractor provided services, any training programs, coaching, or consulting services of the types then being offered by the COMPANY, without express written approval.
10. Engage in any activity that competes with the interests of the Company concerning a client of the Company's for whom Contractor has provided services, whether the Contractor is acting alone or as an officer, director, employee, shareholder, partner or fiduciary, without express written consent. Any consent granted to the Contractor shall be revocable by the Company at any time upon reasonable notice, taking into consideration the investment of time and energy made by Contractor after notice to the Company. The Contractor agrees to cease and desist upon receipt of such notice. The Contractor does not presently engage in any activities prohibited hereunder.
11. Disclose prior work. If Contractor is already working with a particular Client when Company assigns Contractor to that same Client, Contractor is obligated to inform Company of the general description of work Contractor has done and is doing with Client.
12. Sign and return to the COMPANY a Form W-9 for tax purposes (blank form is included in the back of this Handbook—**no** payments will be made until we have received this form)

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

13. Fully utilize the capabilities of the COMPANY's online console as directed for COACH/Coachee correspondence, scheduling, document exchange, and other relevant activities
14. Inform the COMPANY promptly of any change in coaching status, including but not limited to, a change in availability (vacation, disability, temporary leave), certification designation, or ability to perform current contractual coaching assignments
15. Maintain the highest ethical and coaching standards according to the COMPANY's ethics and standards agreement and as prescribed by the International Coach Federation ("ICF")
16. Honor the designated service performance guarantees by Client contract
17. Inform COMPANY and their Coachees when they feel their services are no longer a benefit and/or those Coachees would be better served by another coach or resource
18. Register and participate in any required training provided by the COMPANY
19. Provide proof of insurance including but not limited to the minimum coverage required by the COMPANY without a lapse in coverage ***(this provision is waived as of the date of this contract and until further notice)***
20. Refrain from practicing unlicensed therapy at all times (unless they are, in fact, properly licensed by the relevant state).
 - a. COACH represents that he/she fully understands the differences between Coaching and Therapy and hereby agrees to maintain strict compliance with ICF professional guidelines and ethics in this regard.
 - b. COACH further agrees to the emergency protocol for referring clients who are better suited for therapy as dictated by professional standards and ICF guidelines.
 - c. COACH acknowledges receipt of The Coach Handbook and further acknowledges that he/she has read, understands, and will maintain strict compliance with the guidelines prescribed as follows:
 - i. Coaching is NOT Therapy

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

- ii. ICF Regulatory Committee Guidelines Regarding Referrals to Mental Health Professionals

TURNKEY COACHING & DEVELOPMENT SOLUTIONS LLC AND THE INDEPENDENT CONTRACTOR COACH AGREE TO:

1. Refrain from doing anything that harms the public's understanding or acceptance of coaching as a profession
2. Conduct their business with the highest level of integrity, honesty, and ethical standards always respecting **Client and Coachee confidentiality** (except as otherwise authorized by their Client, Coachee, or required by law)
3. Respect the laws and guidelines governing written work, licenses, and intellectual property of others
4. Refrain from knowingly misrepresenting the COMPANY, the COACH, their competency, and/or skills to others
5. Ensure every Client and Coachee understands the terms and conditions of their coaching engagements
6. Avoid conflicts of interests among themselves and their Clients and Coachees
7. Not disclose private or confidential COMPANY business matters with Clients or Coachees
8. Not release Client or Coachee names or identity as prohibited by the COMPANY without prior written permission by the COMPANY
9. Not engage in unlawful or unfair business practices and will present the COMPANY and its products in a truthful and honest manner

FEE ARRANGEMENTS

The COACH will invoice the COMPANY on the final business day of the first **full month** after COACH's initial assignment and at the end of each month thereafter. Payments are processed by the COMPANY on or around the 20th of the month, for the prior month's services.

The COACH **WILL NOT** be paid for the following:

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

1. Complementary Welcome Session with Coachee
2. Engagement Orientation Sessions
3. Administrative time, such as submitting invoices, scheduling client sessions, etc.
4. Periodic, trust and rapport building email correspondence with your coachee
5. Coach Training Sessions (Unless clearly stated otherwise in your engagement details)
6. Periodic Staff or Coach “meetings”
7. Coachee Sessions where the COMPANY receives a complaint and refunds money or reassigns a coachee with added sessions based on its determination that the COACH contributed in a some way to the client’s or coachee’s dissatisfaction
8. Travel time to/from a Coachee or Client location (pre-approved and outlined travel expenses will be reimbursed, per your engagement details / offer letter)

The COACH **WILL** be paid for the following:

1. All coaching sessions delivered in accordance with the assignment and Client contract
2. Coaching sessions rendered before a Client requests a reassignment and for which the COMPANY does not have to issue a refund or offer added sessions as compensation
3. Referrals for new business based on fees announced or negotiated from time to time or new business opportunities identified based on negotiated revenue sharing agreement
4. Group coaching sessions and mentor coaching assignments that have been offered and accepted as a part of large scale Client engagements
5. Development and/or presentation of teleseminars, webinars, and other programs based on Proposed Additional Services submitted by COACH and accepted by COMPANY in accordance with the negotiated terms and rates for each
6. Written articles, eCourses, and other written materials based on Proposed Additional Services submitted by COACH and accepted by COMPANY in

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

accordance with a) the negotiated terms and rates for each or b) based on “standard” policies and fees for such pieces announced from time to time

Ultimately the COMPANY may decide to pay additional fees, awards, or incentive bonuses, or to compensate COACH for sessions that have to be duplicated stemming from a customer complaint in order to ensure a high level of customer satisfaction and to ensure that the COACH is treated fairly and reasonably in any situation.

Payment obligation. Company shall not have any obligation to pay Contractor, including but not limited to fees owed to and expenses incurred by Contractor, if client fails to make payment to Company. Company does not guarantee that Contractor will receive any certain amount of compensation.

GENERAL TERMS AND CONDITIONS

The COACH understands and agrees that compensation, business policies, and procedures are subject to change in the normal course of business and in response to particular customer requirements. In general, it is the COACH’s responsibility to stay abreast of and in compliance with current policies and procedures. In rare circumstances involving material changes affecting the COACH/COMPANY relationship, COMPANY will notify COACH of any such material changes, and COACH must accept such changes in writing in order to continue their contractual service with the COMPANY. An example of one such change would be the requirement (in the future) for the COACH to obtain professional liability insurance and submit proof of insurance to COMPANY.

The COACH is not authorized to collect funds from, otherwise transact separate business with, or acquire Clients or Coachees that belong to the COMPANY. Failure to comply with this requirement may result in the immediate termination of this agreement, potential forfeiture of fees, and possible legal proceedings.

The COACH agrees that he/she is an independent businessperson free to conduct his/her own business according to his/her own methods while incorporating the COMPANY recommended guidelines and procedures therein.

The COACH further acknowledges that he/she is not an agent or employee of the COMPANY and as such, will not be treated as an employee for any Federal or State income taxes withholding, social security, workers’ compensation, unemployment compensation or for any other purpose.

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

The COACH is required to use the TurnKey Coaching & Development Solutions, LLC name, logo, email address, trademark, registration and other marks during the term of this agreement in all communications with the Coachee. Other than direct communication with Coachees and pre-approved use of the "Approved TurnKey Professional Coach" seal, the COACH is prohibited from using the COMPANY's name, logo, trademarks, or any other marks without the prior written permission of the COMPANY.

If this agreement is terminated for any reason, the COACH will immediately cease Client and Coachee interaction, and use of the COMPANY's name or any other affiliation for any purpose whatsoever.

The COMPANY and the COACH mutually agree that providing outstanding customer service is their first priority. Potential or current Clients or Coachees seeking services from the COMPANY will be directed to the Program Manager or other appropriate officer of the COMPANY. COACH further agrees that if a Client/Coachee is dissatisfied, he/she will refer the Client/Coachee to the Program Manager, Lead Coach, or other officer of the COMPANY for swift and immediate resolution.

The COACH agrees that any professional ideas submitted for use by the COMPANY are done so without the expectation of remuneration from the COMPANY unless so stated in writing at the time of the submission.

This Agreement will be governed by the laws and regulations in the State of Texas.

CONFIDENTIALITY

COMPANY possesses certain ideas and information relating to business practices, marketing, strategies, programs, and processes for packaging and delivering coaching and training services that is confidential and proprietary ("Confidential Information").

COACH agrees not to use any Confidential Information in any way that would injure COMPANY. COACH agrees to use his/her best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than those having a need for disclosure in connection with COACH's authorized use of the Confidential Information.

COACH agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

Confidential Information shall not be deemed proprietary and the COACH shall have no obligation with respect to such information where the information:

- *was known to COACH prior to receiving any of the Confidential Information from COMPANY;*
- *has become publicly known through no wrongful act of COACH;*
- *was received by COACH without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;*
- *was independently developed by COACH without use of the Confidential Information.*

COACH agrees that all Confidential Information shall remain the property of the COMPANY, and that the COMPANY may use such Confidential Information for any purpose without obligation to COACH. Nothing contained herein shall be construed as granting or implying any transfer of rights to COACH in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

DURATION

This Agreement shall become effective when a signed hard copy of the Signature Page is received by the COMPANY. This contract is effective for one year from the date of execution and automatically renews on each anniversary date absent any notice of cancellation by either party. This contract may be terminated at the discretion of the COMPANY at any time and without notice.

Clients/Coachees receiving coaching services from a COACH may terminate a contract with the COMPANY and/or request to be reassigned to another coach. If this happens, Coach-to-Coachee services will be terminated as requested by the Client/Coachee immediately upon receipt of termination and/or a reassignment request.

The COACH may terminate this agreement by submitting to the COMPANY a 45-day notice of departure (“Notice Period”), either in written or email format, in order to receive final compensation for coaching services rendered. The COACH agrees to fulfill all coaching obligations during the Notice Period or until Coachees can be appropriately reassigned by the COMPANY, whichever comes first.

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

The COACH agrees and understands that if appropriate 45-day notice is not submitted to the COMPANY and any outstanding coaching obligations are not fulfilled, monies due will be forfeited.

TERMINATION CONDITIONS AND APPEALS

Any COACH may be terminated when, in management's judgment and sole discretion, the performance or conduct of the COACH does not meet TKCS standards. Further, COACH services may be discontinued at any time by the COMPANY for any reason. The COACH may request a telephone conference to receive input regarding discontinuation and may request reconsideration.

The COACH understands that as an independent service provider, TurnKey Coaching & Development Solutions, LLC may not be held liable or responsible for any perceived injuries as a result of discontinuation or termination of contractual coaching services.

The COACH agrees to hold harmless and release the COMPANY from any and all claims arising from contract termination.

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

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SIGNATURE PAGE

This is an Agreement between **TurnKey Coaching & Development Solutions, LLC** ("COMPANY"), located at 10924 Grant Rd. #512, Houston, TX 77070 and

_____ ("COACH"), located at:

COMPANY has selected COACH to provide coaching and related services to its clients.

I, _____, hereby agree to honor my business relations, my ethical obligations, and standards of performance as stipulated in the **Independent Contractor Coach Services Agreement** with TurnKey Coaching & Development Solutions, LLC. I understand that I am hereby engaged to operate as COACH for TurnKey Coaching & Development Solutions, LLC. If I breach this agreement, I agree that the COMPANY will hold me accountable for doing so.

I further agree that consequences for said violations may include termination, reporting violations to governing boards having applicable jurisdiction (such as the ICF), and my assumption of the associated financial burden, including any forfeiture of coaching fees and payment of legal fees incurred on my part and the part of the COMPANY.

As an alternative to incurring exorbitant legal fees, I agree to arbitration for resolving disputes. This agreement is governed by the laws of the State of Texas.

Signed: 

Anisa Aven, CEO, TurnKey Coaching & Development Solutions

Signed _____ Date _____

Please Sign and fax to 281-580-6254 or email to Coach@TurnKeyCoachingSolutions.com