



## **DIVORCE COACHING AGREEMENT**

Disclosure: A divorce coach is not a lawyer or professional therapist and cannot provide legal advice or therapeutic (counseling) services.

### **AGREEMENT**

This Consulting Agreement (“Agreement”) outlines the terms and relationship between you and I for the divorce coaching services that I provide. More specifically, by signing below, you agree you have read, understood, and agree to the terms contained in the Agreement. You further agree to hire Jen Betz HCDC, LLC, an Oregon limited company doing business as Jen Betz HCDC (“Coach”) to provide you (“Client”) with divorce coaching services under the below terms.

### **1. SERVICES AND COMPENSATION**

1.1 Services. Coach shall perform the services described herein for the Client in exchange for the compensation agreed upon herein. A divorce coach is a member of Client’s team and can assist you in a variety of areas which include those set forth below:

- Strategy Partner: there is not a one-size-fits-all approach to a high-conflict divorce or child custody battle. A divorce coach can help you to develop a strategy mindset when divorcing an unpredictable, high-conflict individual.

- Consultant: when you are new to family court, it can be an overwhelming system to navigate.

A divorce coach can help you to understand the system and direct you to trusted professionals (attorneys, paralegals, therapists, private investigators, etc.) who understand the reality of high-conflict divorces.

- Truth Teller: a divorce coach/consultant can guide you towards radical acceptance and together you

can access whether your expectations are in alignment with the realities one faces when divorcing a high conflict individual.

- **Confidant:** divorce is stressful, and the unknowns of the family court system can cause heightened anxiety. When those around you are well-meaning but don't seem to understand, a divorce coach can be instrumental in helping you begin this new chapter of your life.
- **Clarity:** a divorce coach can help you sort through the rubble so you can organize your thoughts, goals and intentions so that you can move forward with a clear, strategic mindset.
- **Communication Co-Pilot:** learning to communicate with a high-conflict co-parent (or family court professionals) is like learning a foreign language and culture. Sadly, there is little room for error or reactive responses and a divorce coach can guide you in understanding this new uncharted territory.
- **Guide:** during the height of conflict, we tend to lose our way and the smallest tasks feel insurmountable. A divorce coach can provide the tools you need to find your way on the darkest of days. No one should have to walk this path alone.
- **Cheerleader:** while divorce can be challenging, it is also time to begin a new, blank chapter when you are holding the pen and authoring the story. A divorce coach can cheer you on as you embark on your new life.

1.2 Compensation. Coach charges fees based on the appointment time scheduled. For clients, the hourly fee is \$125.00 hour with a one-hour session. Longer and shorter sessions may be scheduled as requested and may be prorated depending on circumstances.

1.3 Cancellation Policy. Please remember to cancel or reschedule at least 24-hours in advance of your appointment. If you do not cancel at least 24 hours prior to your appointment or if you no-show for your appointment, you will be charged the full fee for the appointment time scheduled. This is necessary because a time commitment is made to you and held exclusively for you.

1.4 Refunds. Sessions are not refundable nor are they transferable.

1.5 Session Preparation. Client is expected to be prepared for each session. This includes submitting all required preparation and paperwork at least 24- hours before the scheduled session. New Clients must submit new client paperwork and the divorce coaching/consulting agreement at least 24-hours in advance of the scheduled session.

1.6 Accessibility. If you need to contact me between sessions, please send me an email at

[Jenbetzhcdc@gmail.com](mailto:Jenbetzhcdc@gmail.com) or leave me a message on my voicemail at (503) 910-5277. I am often not immediately available; however, I will attempt to return your call within 24 hours during business hours and the next business day if the call is on a weekend.

## **2. CLIENT'S RESPONSIBILITIES**

- If you are more than 15 minutes late for a coaching call, the session will be canceled, and you will be charged for the session.
- Come to the session with an open mind and a willingness to always act in your child's best interest.
- Complete client paperwork at least 24-hours in advance of our session. Failure to do so will result in the appointment being cancelled and you will be charged for the session.

## **3. CONFIDENTIALITY**

Coach will use its best efforts to keep Confidential Information, confidential, pursuant to the terms set forth in this Agreement. However, communications between Coach and Client are not protected by a confidentiality privilege. This means that any communications may be discoverable during a divorce, custody, or other legal proceeding.

To be clear, Coach is neither an attorney nor therapist and must respond to requests for communications, documents, or to provide testimony to the extent compelled to by applicable law.

"Confidential Information" means any information reasonably understood to be confidential, whether written or oral, tangible or intangible, disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), or which may otherwise become known to the Receiving Party regarding the Disclosing Party. During and after the Term, the Receiving Party shall hold in trust and confidence, and take reasonable precautions to protect, all Confidential Information.

Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is generally available to the public other than through disclosure by the Receiving Party; or (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or becomes available to the Receiving Party after such disclosure, in either case from a third-party source that lawfully obtained the information. The Receiving Party may disclose Confidential Information to the extent compelled by judicial or governmental process; provided the Receiving Party gives the Disclosing Party prompt notice thereof so that the Disclosing Party has the opportunity to obtain a protective order or otherwise oppose the disclosure.

**4. TERM AND TERMINATION**

4.1 Term. The term of this Agreement will begin on the date executed by Client and will continue until the termination as provided in Section 4.2 below.

4.2 Termination. Services can be terminated by either Party at any time and for any reason. I may terminate coaching services after appropriate discussion with you and a termination process if I determine that the coaching is not being effectively used or if you are in default on payment. I will not terminate the relationship without first discussing and exploring the reasons and purpose of terminating beforehand.

**5. LIABILITY.**

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WHERE THIS PROVISION IS PROHIBITED BY LAW, NEITHER PARTY’S MAXIMUM, AGGREGATE, CUMULATIVE LIABILITY TO THE OTHER RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID UNDER THIS AGREEMENT.

**6. MISCELLANEOUS**

6.1 No Third-Party Beneficiaries. This Agreement is not for the benefit of any third party and shall be deemed not to give any right or remedy to such third party, whether referred to herein or not.

6.2 Governing Law/Attorney’s Fees. This Agreement shall be construed under and according to the laws of the State of Oregon. In the event litigation shall be instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and expenses incurred in the litigation in addition to any other recovery to which that party may be legally entitled.

6.3 Contact Information.

Jen Betz HCDC, LLC, Website: [www.jenbetzhcddivorcecoach.com](http://www.jenbetzhcddivorcecoach.com)

Dallas Oregon 97338

Email: [jenbetzhcdc@gmail.com](mailto:jenbetzhcdc@gmail.com) Phone (scheduled calls only): (503) 910-5277

By signing below I am agreeing that I have read, understood and agree to the terms of this Agreement.

\_\_\_\_\_X\_\_\_\_\_ Date \_\_\_\_\_