## Terms of Use Agreement for Coaching for Leaders (CFL)™ Facilitators and Facilitators-in-Training

## ®

***I’m so pleased that you’ve raised your hand. As a coach, facilitator, and entrepreneur, I’m honored to know you and to count you as a colleague. Before I get to the legalities, you won’t be surprised by a few of my expectations of a “SeattleCoach CFL Facilitator-in-Training” Agreement:***

1. I expect you to practice within the scope of your training, and certification. This means that when your warning signs get busy, you will consult with me or with a member of this team, and/or refer.
2. I expect your continuous growth and improvement: in your skills and in your personal presence, as well as in your fluency with SeattleCoach® content and facilitation.
3. I expect you to bring your own style and stories to the way you facilitate and coach both 1:1 and 1: many.
4. I expect you to never get isolated: that in your integrity, self-care, emotional growth, self-awareness, facilitation skills, and professional development, you will stay connected and collaborative.
5. I expect you to comply with the [**ICF Codes of Ethics**](https://coachingfederation.org/ethics/code-of-ethics), and to keep your credential current.

***And if we enter into this agreement, you can expect me to . . .***

1. Be accessible and responsive as you learn more best practices for CFL coachy-facilitation and presenting.
2. To say glowing things about you if someone asks—and if someone asks how CFL will help them to build a coaching culture.
3. I will encourage you, as always, to charge enough to be generous. I’ll show you how, but this usually means:
	1. Budgeting in a way that allows you to “make money, have fun, and do good” and to help your triad/pod coaches to do the same. FYI, I spend two to three hours of prep and follow-up for every hour I spend teaching/facilitating CFL General Sessions. FYI, I charge $3000-$3500 per CFL participant with a minimum of ten and maximum of twenty participants.
	2. Hours-wise, to teach the latest version of CFL that I teach, you should plan on:
		1. Approximately 15 hours of preparation/pre-work
		2. 15 hours of presenting in general sessions (10 x 90 minutes)
		3. Approximately 15 hours of following up/triad coaching
		4. Dividing things (you decide how) with a collaborator/partner
	3. If I find an opportunity and refer it to you, you will contract through your own company and pay SeattleCoach thirty percent of gross. (This will be on the honor system.)
	4. If you find an opportunity, you will contract through your own company and pay SeattleCoach twenty percent of gross. (You can probably see what I’m incentivizing. This too, will be on the honor system.)
	5. And any prior or resulting individual or team coaching is, of course, all yours.
4. Finally, when you’ve completed your own CFL pilot and are happy with the outcome, I’ll endorse you as a **“SeattleCoach CFL Fellow”** and encourage you to propose a second round either with your first organization or get underway with a new one.

**If you’re OK with those two lists, the stuff below is from my lawyer.**

**TTJT!**




## The Agreement

This Services Agreement (this “Agreement”), is made between SeattleCoach LLC and Patricia Burgin, MA, MCC (“the Company”) and you, a Coaching for Leaders (CFL) Facilitator-in-Training.

Our websites (seattlecoach.com and seattlecoaches.com) and related content and services are provided subject to your compliance with the terms and conditions set forth below. Please read the following information carefully. By using the site, you agree to these terms of use.

1. **Independent Contractor**

The parties recognize and agree that you, as an aspiring CFL Facilitator, are acting as an independent contractor, and not as an employee of the Company. Contractor waives any and all rights that Contractor might have under the Company’s welfare, pension, profit sharing or other benefit plans.

Nothing in this Agreement shall create any partnership, joint venture, employment relationship or similar relationship between Contractor and the Company. Contractor will not enter into any agreement on the Company’s behalf without Company’s prior written consent.

1. **Independent Business**

Contractor warrants and represents that he or she is customarily engaged in an independent established business providing the same or similar services to the Services provided for in this Agreement and that Contractor holds himself or herself out to the public as conducting an independent business.

1. **The Services**

Contractor will perform the Services in a professional manner. Subject to the conditions of this Agreement Contractor will retain control over the manner in which he or she performs the Services. Unless otherwise agreed in writing signed by the Company, the Contractor will personally perform all Services. Should at any time, Contractor determine the Services are not possible or reasonable to be performed within the conditions prescribed by the Company or are not within the capability or capacity of Contractor, Contractor shall notify Company in writing upon making this determination; and the performance of those Services shall not be binding upon Contractor until an agreement as to those Services is made an amendment hereto.

1. **Federal, State and Local Taxes**

Contractor acknowledges and agrees that Contractor is solely responsible for the payment of any income or other taxes related to the Agreement and indemnifies and holds the Company harmless for its failure to withhold or pay such income or payroll taxes.

1. **Insurance; Risk of Loss**

Contractor will maintain insurance policies that are required by law. Contractor will maintain insurance policies sufficient to protect Company’s business against all reasonable risks, or as required by Company’s client.

1. **No Conflicting Obligations**

Contractor warrants and represents that (a) Contractor will not, in performing the Services, make use of information which is the property of and/or confidential to any employer or other person or entity for whom Contractor has performed services.

1. **Content**

**"Intellectual Property Right"** means any patent, patent rights, copyright, trademark, trade secret, database right, business process method or other intellectual property or proprietary right.

All text, graphics, visual interfaces, photographs, decks, videos, trademarks, logos, sounds, artwork (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel”, and arrangement of such Content, contained on the Site is owned, copyrighted by Patricia Burgin with all rights reserved. All other trademarks, service marks and logos used in this Site are the trademarks, service marks or logos of their respective owners.

Except as expressly provided in these Terms of Use, no part of our content may be copied, reproduced, posted, republished, or distributed in any way.

Our Content is continuously updated and improved. Even so, we cannot assume responsibility for inaccuracies.

1. **Protection of Property**

All Contractor-designated property, including intellectual property, used by Contractor or Company while providing Services shall remain the property of the Contractor. Contractor will designate this property as Contractor’s property prior to its use.

1. **Priority**

Contractor will not perform services for a third party that would conflict with or negatively affect Contractor’s ability to fulfill his or her obligations under this Agreement. Company agrees to notify Contractor, in writing, of Contractor’s failure to fulfill any of his or her obligations under this agreement. Such notice must be made in writing within thirty (30) days of each such failure or of the failure coming to the attention of the Company.

1. **Business Opportunities**

The Company acknowledges that Contractor may have pre-existing relationships with the Company clients in which or for which the Services shall be performed. Therefore, Company agrees that any and all potential business opportunities that result from such pre-existing Contractor relationships shall not be in violation of this Agreement.

Contractor will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, methodologies, and techniques within the scope of its work that are used in the course of facilitating Coaching for Leaders, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Contractor. In addition, in no event will Contractor be precluded from developing for itself, or for others, materials that are competitive with the Services, irrespective of their similarity to the Services, provided this is done without use of Company’s Confidential Information.

1. **Referring Work to You**

As you engage in the process, and then as you complete training as a CFL ™ Fellow, we will endorse you. This does not mean you are an employee. And you are solely responsible for acts, errors, and omissions.

1. **Indemnification**

Each party will indemnify, defend and hold harmless the other party (and the other party’s agents and contractors) from all claims, damages, losses, and expenses (including attorneys’ fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the respective party’s employees, agents or other contractors) that is based upon (a) a party’s breach of this Agreement, (b) the conduct of a party’s business, (c) any willfully negligent act or omission of a party.

1. **Assignment**

The contractual obligations of Contractor are personal and neither the rights nor obligations under this Agreement may be assigned or transferred by Contractor to any other person without the Company’s prior written consent, which consent shall not be unreasonably withheld. This Agreement will inure to the benefit of any successor, subsidiary or affiliate of the Company, whether by merger, sale of assets, reorganization or other form of business acquisition, disposition or business reorganization.

1. **No Restriction on Services for Third Parties**

This Agreement will not be interpreted or construed to prohibit or in any way restrict either party's right to perform any coaching services for any third party.

**Limitation of Liability.** Except with respect to a party’s fraud, wilful misconduct, or a breach of the confidentiality provision of this agreement, neither party’s liability with regards to any services, deliverables, SeattleCoach proprietary items of customer furnished items or any other times furnished under this agreement or any statement of work or other obligation will exceed the compensation paid or due and owning by customer to SeattleCoach.

1. **Entire Agreement**

This Agreement contains the entire agreement of the parties. This Agreement shall terminate and supersede any prior written or oral agreements or understandings between the parties regarding the subject matter of this Agreement. Any obligations existing between the parties under any prior agreements are now subject solely to the terms and conditions in this Agreement.

1. **Acknowledgment**

You acknowledge that you have read this Agreement and have had an opportunity to consult with an attorney regarding its terms, and fully understand the meaning and significance of such terms and accepts and signs this Agreement as his/her own free act and in full and complete understanding of its present and future legal effect.

|  |  |
| --- | --- |
| **SeattleCoach LLC** By: Typed/Printed Name: Patricia E. BurginAddress: 2727 Fairview Ave East Suite F Seattle, WA 98102My Federal EIN #:  **20 5551218**  | By:  Typed/Printed Name: Date: Federal EIN # or Social Security #: Address:   |