



Alchemy Coaching & Consulting – The Right Solution, Right Now.

Note: All personal information is held securely in accordance with the appropriate legislation and is kept confidential and treated appropriately and ethically.

Alchemy Consulting Agreement

This Agreement is entered into by and between the following parties:

Hereby referred to as the “Consultant”

Consultant Name: Jeremy J. Lanning MA, CLC, CBC

Company Name: Alchemy Coaching & Consulting

Consultant Phone: 817-703-7469

Consultant Email: info@jeremyjlanning.com

And

Hereby referred to as the “Client (Company)”

Client Name: _____

Client Company Name: _____

Client Phone: _____

Client Email: _____

The Consultant agrees to provide Consulting Services for the Client focusing on the following:

_____ Number of Attachments: _____

I. Description of Consulting:

Consulting Services means work or task(s) of an advisory nature performed by employees or independent contractors who possess specialized knowledge, experience, expertise, and professional qualifications. These consultants investigate assigned problems or projects and provide counsel, review, analysis, or advice for programs or services. This includes, but is not limited to the organization, planning, directing, control, evaluation, and operations of a program, agency, or department.

Jeremy J. Lanning MA, CLC, CBC
6421 Camp Bowie Blvd. Suite 402
Fort Worth, Texas 76116



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II. Consultant-Client Relationship:

- A. Consultant agrees to maintain the ethics and standards of behavior established by the Institute of Management Consultants “(IMCUSA)” www.imcusa.org/page/ethicscode . It is recommended that the Client review the **IMC Code of Ethics** and the applicable standards of behavior.
- B. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the consulting relationship and his/her consulting calls and interactions with the Consultant. As such, the Client agrees that the Consultant is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Consultant. Client understands consulting is a 50/50 partnership and relationship and positive outcomes are greatly influenced by increased Client access and genuine participation.
- C. Client further acknowledges that they may terminate or discontinue the consulting relationship at any time.
- D. Consultant will only accept assignments for which they possess the requisite experience and competence to perform and will only assign staff or engage colleagues with the knowledge and expertise needed to serve Clients effectively. Before accepting any engagement, Consultant will ensure that they have worked with Client to establish a mutual understanding of the objectives, scope, work plan, and fee arrangements.
- E. Consultant will avoid conflicts of interest or the appearance of such and will immediately disclose to the Client circumstances or interests that they believe may influence their judgment or objectivity. Consultant will offer to withdraw from a consulting assignment when they believe their objectivity or integrity may be impaired. If within the scope of consulting engagement, Consultant will report to appropriate authorities within or external to the Client organization any occurrences of malfeasance, dangerous behavior, or illegal activities.
- F. The Client understands that in order to enhance the Consulting relationship, the Client agrees to communicate honestly, be open to feedback and assistance, and will allow the time and energy to participate fully in the program.
- G. Consultant will respect the rights of consulting colleagues and consulting firms and will represent the profession with integrity and professionalism.

Jeremy
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nycoachingandconsulting.com

817-703-7469



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III. Services:

The parties agree to engage in a **per session or per month** Consulting Program through in-person, internet, telephone, and / or telehealth meetings. Consultant will be available to Client by phone, e-mail, and voicemail in between scheduled meetings as defined by the Consultant and at the Consultants discretion. Consultant may also be available for additional time, per Client’s request on a prorated basis rate of **\$75.00 / 30 Minutes** – (i.e., reviewing documents, reading or writing reports, engaging in other Client related services outside of consulting hours).

IV. Schedule and Fees:

- A. Start Date: This consulting agreement is valid as of _____
- B. Location: Sessions will be held at office, phone, telehealth, internet.
- C. Sessions are scheduled for 1 hour(s) unless otherwise agreed upon.
- D. Fees: The client will be billed at the standard consulting rate of \$150 / hour unless the Client chooses a prepaid package. This includes negotiated expenses.
- E. Packages: Prepaid packages are billed at:
 - a. _____ (hours) for \$ _____ or \$ _____ /hour
 - b. _____ (days) for \$ _____ or \$ _____ /day
 - c. _____ (monthly) Retainer \$ _____ /month
 - d. Negotiated Expenses (if applicable)

- F. Receipt of Payment: All fees must be paid at the time services are rendered or within 24 hours in advance if prepaid package is chosen. If payment is not received the session will be marked as a cancellation. Payment will be through the Consultant.

V. Cancellations & Reschedules:

Cancellation Policy: Client agrees that it is the Client's responsibility to notify the Consultant 24 hours in advance of the scheduled call/meeting. Consultant reserves the right to bill Client for a missed meeting. Consultant will attempt in good faith to reschedule the missed meeting.

Unused package hours may be transferred to another Client with prior approval. Please contact Consultant in advance to transfer the information. If the Client is late for an appointment please understand that respecting following clients, the session may still need to finish at the agreed time. If Client is more than 15 minutes late of agreed start time & the Consultant has not been contacted, it will be assumed the Client has cancelled.

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VI. Procedure:

- A. Location & Time: The time of the consulting meetings and/or locations will be determined by Consultant and Client based on a mutually agreed upon time and location. The location may be in-person, over the phone, on the internet, or a video call.
- B. If by phone: **The Client will initiate all scheduled calls** and will call the Consultant at the following number for all scheduled meetings. 817-703-7469 If the Consultant will be at any other number for a scheduled call, Client will be notified prior to scheduled appointment time.
- C. If by video call: The Consultant will provide a link to the video meeting prior to the session. The Client agrees to be online and ready to video chat 5 minutes prior to the selected meeting time, so that the session may begin on time.

VII. Confidentiality:

This consulting relationship, as well as all information (documented or verbal) that the Client shares with the Consultant as part of this relationship, is bound by the principles of confidentiality set forth in the IMCUSA Code of Ethics. However, please be aware that the Consulting-Client 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.

The Consultant agrees not to disclose any information pertaining to the Client without the Client's written consent. The Consultant will not disclose the Client's name as a reference without the Client's consent.

Confidential Information does not include information that:

- 1. was in the Consultant's possession prior to its being furnished by the Client.
- 2. is generally known to the public or in the Client's industry.
- 3. is obtained by the Consultant from a third party, without breach of any obligation to the Client.



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4. is independently developed by the Consultant without use of or reference to the Client's confidential information.
5. the Consultant is required by statute, lawfully issued subpoena, or by court order to disclose.
6. is disclosed to the Consultant and as a result of such disclosure the Consultant reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others or involves illegal activity.
7. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Consultant in a timely manner.

VIII. Release of Information:

The Consultant engages in training and continuing education pursuing and/or maintaining CBC Credentials. Any notes or materials that are generated from our professional relationship will remain protected and confidential and within the context of our work. If for any reason there becomes a reason for release, we will discuss it exhaustively and any decision will be signature only.

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other consulting professionals for training, supervision, mentoring, evaluation, and for consulting professional development and/or consultation purposes.

XI. Record Retention:

The Client acknowledges that the Consultant has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Consulting-Client relationship. Such records will be maintained by the Consultant in a format of the Consultant's choice (print or digital/electronic) for a period of not less than 5 years.

X. Termination:

Either the Client or the Consultant may terminate this agreement at any time with 2 weeks written notice. Client agrees to compensate the Consultant for all consulting services rendered through and including the effective date of termination of the consulting relationship.



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XI. Limited Liability:

Except as expressly provided in this Agreement, the Consultant makes no guarantees, representations, or warranties of any kind or nature, express or implied with respect to the consulting services negotiated, agreed upon and rendered. In no event shall the Consultant be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Consultant's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Consultant under this Agreement for all consulting services rendered through and including the termination date.

XII. Entire Agreement:

This document reflects the entire agreement between the Consultant and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Consultant and the Client.

XIII. Dispute Resolution:

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Consultant 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.

XIV. 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.

XV. 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.



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XVI. Applicable Law:

This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law’s provisions.

XVII. Binding Effect:

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

Please sign both copies and return one copy of this Client Agreement prior to the first scheduled consulting meeting. Retain one copy for your records and mail or deliver the other to:

Jeremy J. Lanning MA, CLC, CBC
6421 Camp Bowie Blvd Suite 402
Fort Worth, Texas 76116

BY SIGNING THIS CONTRACT BOTH THE CONSULTANT & CLIENT CERTIFY THAT THEY HAVE READ THIS CONTRACT AND THAT THEY FULLY UNDERSTAND ITS CONTENT. THAT THEY UNDERSTAND AND AGREE TO THE TERMS AS DESCRIBED WITHIN THE CONTRACT AND THAT THEY ARE SIGNING IT WITH THEIR OWN FREE WILL.

Client’s Name: _____

Client’s Signature: _____

Date: _____

Consultant’s Name: Jeremy J. Lanning MA, CLC, CBC

Consultant’s Signature: _____

Date: _____