

Tranquil Transitions Mind and Body Wellness

Hypnotherapy Agreement

This Agreement is entered into by and between: Christina Hernandez and _____, whereby Hypnotherapist agrees to provide Hypnotherapy Services for Client focusing on the following _____ attached to this Agreement as *Schedule A*.

Description of Hypnotherapy: Hypnotherapy is partnership (defined as an alliance, not a legal business partnership) between the Hypnotherapist and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

1) Hypnotherapist-Client Relationship

- A.** Hypnotherapist agrees to maintain the ethics and standards of behavior established by the American Association of Professional Hypnotherapists (AAPH). The Code of Ethics can be found by visiting their website; http://www.aaph.org/code_of_ethics.
- 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 Hypnotherapy relationship and his/her calls and interactions with the Hypnotherapist. As such, the Client agrees that the Hypnotherapist 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 Hypnotherapist. Client understands Hypnotherapy does not substitute therapy provided by a licensed professional, and does not prevent, cure, or treat any mental disorder or medical disease.
- C.** Client further acknowledges that he/she may terminate or discontinue the Hypnotherapy relationship at any time.
- D.** Client acknowledges that Hypnotherapy is a comprehensive process that may involve different areas of his or her life in order to change an agreed upon behavior such as smoking cessation, past traumas, anxiety, weight release, fears or phobias or other conditions or ailments that the client would like focus on within the Hypnotherapists scope of practice.
- E.** Client acknowledges that Hypnotherapy does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that Hypnotherapy is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the Hypnotherapy relationship agreed upon by the Client and the Hypnotherapist.
- F.** The Client understands that in order to enhance the Hypnotherapy relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2) Services

The parties agree to engage in a ____ month Hypnotherapy Program. Hypnotherapist will be available to Client by e-mail and voicemail in between scheduled meetings as defined by the Hypnotherapist for purposes of changing or altering dates and times set forth when this agreement was signed. Hypnotherapist may also be available for additional time, per Client's request on a prorated basis rate of \$_____ for reviewing documents, reading or writing reports, engaging in other Client related services outside of Hypnotherapy hours.

3) Schedule and Fees

This Hypnotherapy agreement is valid as of ____/____/_____. The fee is \$_____ per session or \$_____ for a pre-paid three (3) sessions package.

The initial session shall be ninety (90) minutes in order to complete full client intake, determine the focus for all sessions and initial hypnosis induction. Subsequent sessions shall be sixty (60) minutes in length. Client will be billed \$_____ for any time over the sixty (60) minutes allotted in thirty (30) minute increments. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

The refund policy in effect for the term of this Agreement is as follows: Once this agreement has been signed, there will be no refund of payment made for sessions not used or otherwise forfeited due to Client not wishing to continue sessions. Any exceptions will be made on a case by case basis.

4) Procedure

The time of the Hypnotherapy meetings and/or location will be determined by Hypnotherapist and Client based on a mutually agreed upon time.

5) Confidentiality

This Hypnotherapy relationship, as well as all information (documented or verbal) that the Client shares with the Hypnotherapist as part of this relationship, is bound by the principles of confidentiality set forth in the Hypnotherapist's Code of Ethics. However, please be aware that the Hypnotherapist-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 Hypnotherapist agrees not to disclose any information pertaining to the Client without the Client's written consent. The Hypnotherapist will not disclose the Client's name as a reference without the Client's consent.

Confidential Information does not include information that: (a) was in the Hypnotherapist's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Hypnotherapist from a third party, without breach of any obligation to the Client; (d) is independently developed by the Hypnotherapist without use of or reference to the Client's confidential information; or (e) the Hypnotherapist is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Hypnotherapist and as a result of such disclosure the Hypnotherapist reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Hypnotherapist in a timely manner.

6) Release of Information

The Hypnotherapist engages in training and continuing education maintaining any applicable credentials and/or certifications. That process may require the names and contact information of all Clients for possible verification. By signing this agreement, you agree to have only your name, contact information and start and end dates of Hypnotherapy shared with staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the Hypnotherapy relationship, no personal notes will be shared.

Client Agrees _____ Client Refuses _____

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

7) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Hypnotherapist forty-eight (48) hours in advance of the scheduled calls/meetings. Hypnotherapist reserves the right to bill Client for a missed meeting. Hypnotherapist will attempt in good faith to reschedule the missed meeting.

8) Record Retention Policy

The Client acknowledges that the Hypnotherapist has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Hypnotherapist-Client relationship. Such records will be maintained by the Hypnotherapist in a format of the Hypnotherapist's choice (print or digital/electronic) for a period of not less than three (3) years.

9) Termination

Either the Client or the Hypnotherapist may terminate this Agreement at any time with two (2) weeks written notice. Client agrees to compensate the Hypnotherapist for all Hypnotherapy services rendered through and including the effective date of termination of the Hypnotherapy relationship. *(See above refund policy)*

10) Limited Liability

Except as expressly provided in this Agreement, the Hypnotherapist makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the Hypnotherapy services negotiated, agreed upon and rendered. In no event shall the Hypnotherapist be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Hypnotherapist'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 Hypnotherapist under this Agreement for all Hypnotherapy services rendered through and including the termination date.

11) Entire Agreement

This document reflects the entire agreement between the Hypnotherapist 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 Hypnotherapist and the Client.

12) Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Hypnotherapist agree to attempt to mediate in good faith for up to thirty (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.

13) 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.

14) 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.

15) Applicable Law

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

16) Binding Effect

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

CLIENT:

Client Name and address

Name/Title:

Signature: _____ Date: _____

Tranquil Transitions Mind and Body Wellness

Christina Hernandez

Signature: _____ Date: _____