



# TERMS AND CONDITIONS AGREEMENT

This Hypnotherapy Agreement (*the "Agreement"*) is entered into on \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_  
(*the "Effective Date"*), by and between:

## HYPNOTHERAPY OFFICE INFORMATION

Hypnotherapist Name : Carolyn Johnson

Legal Address : 27499 Riverview Center Blvd, Suite 110

City: Bonita Springs      State : Florida      Zip Code : 34134

Phone Number : 239-444-1755

Email Address : myipwellness@gmail.com

## CLIENT INFORMATION

Client Full Legal Name \_\_\_\_\_

Legal Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

*Collectively referred to as the "Parties," the Hypnotherapy Office and the Client hereby agree to the following terms and conditions:*

### PURPOSE

The purpose of this Agreement is to establish a clear and mutually understood framework between the Hypnotherapist and the Client regarding the provision of hypnotherapy services. This Agreement outlines the specific responsibilities, expectations, and rights of both parties, ensuring that the Client can engage in the therapeutic process with confidence and security. Hypnotherapy is designed to assist individuals in addressing a range of issues, such as stress, anxiety, habits, or personal development, by using techniques such as guided relaxation, visualization, and positive suggestions while in a state of focused awareness. The Hypnotherapist will utilize various therapeutic approaches to support the Client's personal growth, emotional well-being, and the achievement of their desired outcomes. This Agreement ensures that these services are provided in a professional, ethical, and confidential manner, safeguarding the Client's privacy and protecting their rights throughout the hypnotherapy relationship.

This Agreement also clarifies the terms regarding session duration, fees, cancellations, confidentiality, and other logistical considerations to prevent misunderstandings. By setting these clear terms, both the Hypnotherapist and the Client can focus on achieving therapeutic goals and fostering a supportive and productive environment for transformation and healing.

The Premises for the hypnotherapy sessions are located at: 27499 Riverview Center Blvd, Suite 100, Bonita Springs, FL 34 134 or online . The Hypnotherapist agrees to provide services in a designated space that fosters a safe, comfortable, and conducive environment for hypnotherapy. This space will be designed to promote relaxation, focus, and a sense of security, equipped with resources that support the therapeutic process.

*The Premises consist of the following features:*

**Hypnotherapy Room:** A private room designed to ensure confidentiality and comfort, allowing for focused sessions. The room will be furnished with comfortable seating or reclining chairs for both the Hypnotherapist and the Client, creating a relaxing atmosphere conducive to achieving a state of hypnosis and therapeutic progress.

**Common Areas:** The Client will have access to waiting areas, restrooms, and other shared facilities before or after sessions. These areas will be maintained to a high standard of cleanliness and comfort.

**Resources:** The Hypnotherapist will provide any necessary materials or resources used during sessions, such as guided scripts, audio recordings, or other therapeutic tools, with the Client's consent.

The Hypnotherapist agrees to maintain the Premises in a secure and professional manner, ensuring that the environment is clean, safe, and supportive of the hypnotherapy process. Any changes to the Premises that may impact the sessions will be communicated to the Client in advance.

## **1. SERVICES PROVIDED**

The Hypnotherapist agrees to provide professional hypnotherapy services to the Client, which may include, but are not limited to, the following:

**Individual Hypnotherapy Sessions:** These sessions are designed to provide a safe, calming space for the Client to explore their thoughts, feelings, and behaviors under a relaxed, focused state. The Hypnotherapist will guide the Client through the process of hypnosis to address specific concerns, such as stress, anxiety, habits, or self-improvement goals.

**Supportive Listening:** The Hypnotherapist will engage in active and non-judgmental listening to create a supportive environment where the Client feels comfortable discussing their goals and experiences. This encourages openness and facilitates the effectiveness of the hypnotherapy sessions.

**Guided Visualization:** The Hypnotherapist will use guided imagery and visualization techniques to help the Client achieve a deep state of relaxation and focus. This process is designed to access the subconscious mind and work toward resolving issues or achieving goals discussed during sessions.

**Coping Strategies and Tools:** The Hypnotherapist will provide an audio script that the Client commits to listen to daily for 21 days to solidify the work done in the hypnotherapy session.

**Exploration of Underlying Beliefs and Patterns:** Through hypnosis, the Client may be encouraged to explore underlying beliefs, memories, or patterns that could be influencing their current behavior. This exploration can help the Client gain insight into their emotional or behavioral responses, allowing for positive change.

**Self-Improvement and Behavioral Change:** The Hypnotherapist may focus on helping the Client achieve specific goals, such as breaking unhealthy habits, improving self-confidence, or managing stress and anxiety through hypnosis. The sessions are designed to foster personal growth and transformation.

The Client understands that hypnotherapy is a complementary therapeutic practice aimed at addressing the emotional, cognitive, and behavioral aspects of personal growth and healing. It can be especially beneficial for individuals seeking help with:

- *Stress or anxiety management*
- *Overcoming habits (e.g., smoking cessation, codependence, old belief systems, etc.)*
- *Enhancing confidence and self-esteem*
- *Managing sleep disturbances or insomnia*
- *Improving focus or performance (e.g., academic, sports, or public speaking)*

However, it is essential to recognize that hypnotherapy is not a substitute for traditional medical treatments or psychotherapy. The Hypnotherapist will work with the Client to ensure that their hypnotherapy sessions are integrated appropriately into their overall wellness plan, particularly if the Client is receiving other forms of treatment. *Hypnotherapy does not guarantee specific outcomes, and progress will depend on the Client's active participation and engagement in the process. The sessions are designed to offer support, insight, and emotional relief but should be part of a broader therapeutic or medical treatment plan when necessary.*

## 2. CONFIDENTIALITY

The Hypnotherapist agrees to maintain strict confidentiality regarding all information shared by the Client during hypnotherapy sessions. This includes, but is not limited to, personal, emotional, psychological, and medical information disclosed throughout the therapeutic process. The protection of the Client's privacy is governed by the following legal and ethical guidelines:

**HIPAA Compliance:** The Hypnotherapist is bound by the standards set forth in the Health Insurance Portability and Accountability Act (*HIPAA*), which establishes national standards for the protection of sensitive patient health information. Under HIPAA, the Hypnotherapist must ensure that all protected health information (*PHI*) is securely stored and only disclosed in accordance with the law. This includes safeguarding information shared during in-person sessions, as well as any written or electronic communications.

**Privacy Laws:** In addition to HIPAA, the Hypnotherapist will comply with any other relevant privacy laws, including state or regional regulations that govern the confidentiality of personal health information. These laws ensure that the Client's sensitive information remains protected throughout the hypnotherapy process.

Confidential information may include, *but is not limited to, the following*:

- **Personal history:** Information about the Client's background, health, relationships, and other personal details.
- **Session content:** Issues, thoughts, or concerns discussed during hypnotherapy sessions.
- **Written or electronic records:** Any notes, assessments, or session-related documents created by the Hypnotherapist during the course of treatment.

The Hypnotherapist will not disclose any of the Client's confidential information to third parties unless one or more of the following exceptions apply:

**Exceptions to Confidentiality:** The Hypnotherapist may disclose confidential information without the Client's written consent under the following circumstances:

- **Legal Obligation:** Disclosure is required by law, such as mandatory reporting of child, elder, or dependent adult abuse, or if the Client presents an imminent risk of harm to themselves or others.
- **Court Orders:** A court of law issues a legal order compelling the release of certain information.
- **Supervision or Consultation:** The Hypnotherapist may seek supervision or consultation from a colleague or supervisor to ensure the quality of care. In such cases, confidential information may be shared, but the Client's identity will be protected unless the Client provides explicit written consent for disclosure of their identity.
- **Emergencies:** In the event of a medical or psychological emergency, the Hypnotherapist may disclose information to healthcare professionals to ensure the Client's safety and well-being.
- **Client Consent:** The Hypnotherapist will not disclose any confidential information to third parties without the explicit, written consent of the Client. The Client has the right to specify the scope and purpose of the information to be shared and may withdraw consent at any time.

**Security and Storage of Information:** The Hypnotherapist agrees to take reasonable precautions to ensure that all records and information are securely stored. Confidential information may be stored physically (*e.g., in locked filing cabinets*) or electronically (*e.g., in password-protected files*). The Hypnotherapist will implement measures to prevent unauthorized access, loss, or theft of Client information. By maintaining confidentiality and security, the Hypnotherapist seeks to foster a trusting and supportive environment where the Client can explore their goals and work toward positive change through the hypnotherapy process.

### 3. SESSION STRUCTURE

#### Location of Sessions:

- **In-Person Sessions:** Sessions will take place at the Hypnotherapist's office, located at 27499 Riverview Center Blvd, Suite 110, Bonita Springs, FL 34134. The therapy room will be private and designed to create a comfortable, relaxing environment that supports the hypnotherapy process. Confidentiality and a sense of calm will be prioritized to ensure a positive therapeutic experience.
- **Virtual Sessions:** If sessions are conducted remotely, they will take place via a secure and private Virtual Meeting Platform, such as: Zoom or Google Meets.

The Client is responsible for ensuring they have access to a quiet, comfortable, and distraction-free environment during virtual sessions to ensure the effectiveness of the hypnotherapy process.

**Session Duration:** Each hypnotherapy session will last for approximately 90-120 **minutes** unless otherwise agreed upon between the Hypnotherapist and the Client. The Client is expected to arrive on time for in-person sessions or join virtual sessions promptly at the scheduled time. Late arrivals will still result in the session ending at the originally scheduled time unless otherwise agreed upon in advance.

**Session Frequency:** The frequency of sessions may be adjusted based on the therapeutic goals and needs of the Client. Any changes to the frequency or schedule should be discussed and mutually agreed upon by both parties.

**Cancellation and Rescheduling:** Both the Hypnotherapist and Client agree to provide *at least 24 hours' notice for any cancellations or rescheduling of sessions*. Failure to provide proper notice may result in a cancellation fee, as outlined in the Fees section of this Agreement.

#### 4. FEES AND PAYMENT

The Client agrees to pay the following fee for each Hypnotherapy session:

- **Fee:** *\$350 per session*. This fee covers the cost of each individual hypnotherapy session, including all services provided during that session.
- **Package Fee:** The Client may purchase a package of 3 sessions for \$999. All 3 sessions must be completed within 6 months from the time of payment of the package. No refunds will be given if the sessions were not completed within the 6 month period. Package sessions are non-transferable between clients.

##### Payment Terms:

- **Due Date:** A 50% non-refundable deposit will be collected during the intake session. The remaining balance will be collected prior to or at the time of the hypnotherapy .
- **Accepted Payment Methods:** Accepted payment methods include credit card, debit card, PayPal, bank transfer, or cash. For credit or debit card payments, the Client may be asked to securely store card information for automatic processing.
- **Late Payments:** If payment is not received by the agreed-upon due date, a late fee of *\$50* will be charged. If the payment remains outstanding for more than *30 days*, future sessions may be postponed until the account is settled. If any outstanding fees are not resolved within *60 days*, the Hypnotherapist reserves the right to terminate services.

##### Session Cancellation Fees:

- **Cancellation Notice:** In the event that the Client needs to cancel a session, at least *24 hours* notice must be provided. Cancellations made within this timeframe will not incur any charges, however the initial deposit will *not be* refunded.
- **Late Cancellations and No-Shows:** If a session is canceled with less than *24 hours* notice or the Client fails to show up for a scheduled session without prior notice, the full session fee will still apply.

##### Refunds:

- **Non-Refundable Sessions:** Once a session is completed, the payment for that session is non-refundable. If the Client has prepaid for multiple sessions and wishes to discontinue hypnotherapy, a prorated refund may be issued for unused sessions, minus any applicable cancellation fees.

*By agreeing to these terms, the Client understands and accepts the fee structure and payment conditions as outlined in this section.*

## 5. CANCELLATION POLICY

In the event that the Client needs to cancel or reschedule a Hypnotherapy session, the following terms apply:

### Notice Period:

- **Required Notice:** The Client must provide at least *24 hours* notice prior to the scheduled session time to avoid any cancellation fees. This notice period allows the Hypnotherapist sufficient time to adjust their schedule or offer the slot to another client.
- **Late Cancellations:** If the Client cancels with less than *24 hours* notice, a cancellation fee of *\$175* will be charged. This fee will be equal to the cost of half a session. This charge is in addition to the 50% non-refundable deposit paid at time of booking hypnotherapy.

### No-Shows:

- **No-Show Fee:** If the Client does not attend a scheduled session without prior notice, the full session fee will be charged. Repeated no-shows may result in a review of the Client's session schedule, and the Hypnotherapist may consider discontinuing services if the pattern persists.

### Rescheduling:

- **Emergency Cancellations:** In the event of an emergency or sudden illness, the Hypnotherapist will make reasonable efforts to accommodate a rescheduled session, provided the Client informs the Hypnotherapist as soon as possible. These situations will be handled on a discretionary basis, and fees may be waived depending on the circumstances.
- **Hypnotherapist-Initiated Cancellations:** If the Hypnotherapist needs to cancel or reschedule a session, they will provide the Client with as much notice as possible. In such cases, no fees will be applied, and the session will be rescheduled at a mutually convenient time.



## CLIENT COMMITMENT

Consistency is essential for achieving meaningful progress in hypnotherapy. To ensure the best possible outcomes and maintain a productive therapeutic relationship, the Client is encouraged to listen to their provided audio recording for at least 21 days in a row after their session. This audio is made specifically for them based on findings during their hypnosis. Adhering to the agreed-upon commitment to listen to the provided audio recording for at least 21 days consistently, the Client will maximize the benefits of hypnotherapy and support their transformation and success.

*By signing below, the Client acknowledges the importance of maintaining a consistent schedule for their hypnotherapy sessions and agrees to commit to attending as scheduled or providing adequate notice in the event of a cancellation.*

● Signature \_\_\_\_\_

● Initials \_\_\_\_\_

● Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## 6. CLIENT RESPONSIBILITIES

To ensure the success and effectiveness of the hypnotherapy process, the Client agrees to the following responsibilities:

### **Active Participation:**

- The Client commits to fully engaging in all hypnotherapy sessions. This includes being mentally and emotionally present, following the Hypnotherapist's guidance, and actively participating in the therapeutic techniques employed during the sessions.
- The Client acknowledges that the success of hypnotherapy relies on their willingness to engage openly, cooperate in the exercises, and explore various hypnotic interventions and therapeutic methods.

### **Punctuality and Attendance:**

- The Client agrees to arrive on time for all scheduled hypnotherapy sessions. Late arrivals may result in a shortened session, as sessions will still conclude at the scheduled time to respect the Hypnotherapist's schedule and the needs of other clients.
- Consistent attendance is crucial for therapeutic progress, and the Client is encouraged to attend all sessions as scheduled unless emergencies or valid reasons necessitate cancellation or rescheduling, in accordance with the cancellation policy.

### **Health and Well-Being Updates:**

- The Client agrees to inform the Hypnotherapist of any significant changes in their physical, emotional, or medical condition that may impact their ability to participate in hypnotherapy. This includes, but is not limited to, new medical diagnoses, changes in medications, physical injuries, or shifts in mental health status.
- By providing these updates, the Client ensures that the Hypnotherapist can adjust the hypnotherapy process as needed, fostering a safe and effective therapeutic experience.

### **Therapeutic Commitment:**

- The Client understands that hypnotherapy is a process that may require time, effort, and patience to achieve the desired outcomes. The Client is encouraged to fully engage in each session and trust the therapeutic process, even when progress may feel gradual or challenging.

## 7. HYPNOTHERAPIST RESPONSIBILITIES

The Hypnotherapist agrees to uphold the following responsibilities to ensure the safety, effectiveness, and professionalism of the hypnotherapy process:

- **Safe and Supportive Environment:** The Hypnotherapist will provide a safe, non-judgmental, and supportive environment where the Client feels comfortable exploring their thoughts, emotions, and personal challenges. This includes creating a space conducive to deep relaxation and personal growth, fostering an atmosphere of trust, respect, and confidentiality throughout each hypnotherapy session.
- **Customized Hypnotherapy Sessions:** Each hypnotherapy session will be tailored to the Client's specific emotional, mental, and personal needs. The Hypnotherapist will collaborate with the Client to set clear goals for the sessions, ensuring that the approach is personalized and relevant. Adjustments may be made to the session structure or techniques based on the Client's progress and evolving needs.
- **Professional Qualifications:** The Hypnotherapist agrees to maintain all necessary licensing, certifications, and qualifications required to practice hypnotherapy legally and ethically. This includes engaging in ongoing professional development to stay informed about current research and best practices in the field of hypnotherapy.



- **Boundaries and Ethical Standards:** The Hypnotherapist will adhere to professional boundaries and ethical guidelines established by relevant professional bodies and applicable laws. This ensures that the therapeutic relationship remains professional, focused on the Client's well-being, and free from conflicts of interest.
- **Flexibility and Adaptation:** The Hypnotherapist is committed to regularly reviewing the progress of the hypnotherapy process based on the Client's feedback and therapeutic outcomes. The Hypnotherapist will be open to modifying the approach and techniques to align with the Client's changing needs and ensure the most effective therapeutic experience.
- **Confidentiality and Privacy:** All information shared during hypnotherapy sessions will be treated with strict confidentiality. The Hypnotherapist will ensure that Client data is securely stored in accordance with privacy laws (*e.g., HIPAA*) and ethical guidelines. Confidentiality will be maintained unless disclosure is legally required under specific circumstances, as outlined in the confidentiality agreement.

## 8. TERMINATION OF SERVICES

Either party—Hypnotherapist or Client—may terminate this Agreement at any time by providing written notice to the other party. The notice period for termination shall be *30 days*, unless immediate termination is required due to extenuating circumstances such as legal or ethical concerns.

- **Client-Initiated Termination:** If the Client chooses to end the hypnotherapy relationship, they are encouraged to notify the Hypnotherapist in writing as early as possible. This allows both parties to prepare for a smooth and thoughtful conclusion to the hypnotherapy process. The Hypnotherapist will support the Client in processing the termination and addressing any unresolved issues or emotional concerns related to the end of services.
- **Hypnotherapist-Initiated Termination:** The Hypnotherapist reserves the right to terminate services if circumstances arise where the Client is no longer benefiting from hypnotherapy, breaches the terms of this Agreement, or engages in behavior that undermines the therapeutic relationship. This may include frequent cancellations, non-payment, or unethical behavior (*e.g., dishonesty, manipulation, or abusive conduct*). In such cases, the Hypnotherapist will provide written notice along with a reasonable explanation for the decision.
- **Transition Plan:** In the event of termination initiated by either party, the Hypnotherapist will collaborate with the Client to create an appropriate closure or transition plan. This may include:
  - *Scheduling a final session to review progress and discuss next steps.*
  - *Providing referrals to other qualified therapists or hypnotherapists if the Client wishes to continue treatment elsewhere.*
  - *Offering guidance on resources or techniques to maintain therapeutic gains after termination.*
- **Emergency Termination:** In rare cases where the Client's behavior poses an immediate threat to the safety of the Hypnotherapist, themselves, or others, the Hypnotherapist may terminate services without prior notice. In such instances, the Hypnotherapist will still make an effort to facilitate a safe transition by providing emergency referrals or resources.
- **Financial Obligations:** Any outstanding fees for services rendered before the termination date must be paid in full. If the Client has prepaid for sessions that will not occur due to termination, the Hypnotherapist will refund any unused portion of the payment.

## 9. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of law principles. The parties agree that any disputes arising out of or related to this Agreement, including its enforcement, interpretation, or breach, shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Florida, County of Collier, in the Country of The United States of America.

- **Conflict of Law Principles:** The laws of the State of Florida will apply regardless of any conflicts between different state laws. This means the state's laws will govern the Agreement, even if the Client or Hypnotherapist resides in a different state or if certain hypnotherapy services are provided in other locations.
- **Venue for Disputes:** Should any legal disputes arise from this Agreement, both parties agree to submit to the jurisdiction of the courts in the State of Florida, County of Collier, in the Country of USA. This ensures that both the Hypnotherapist and the Client are aware of the specific court system that will handle any legal proceedings and agree to the geographic location where any dispute will be resolved.
- **Mediation and Arbitration:** Where applicable, before pursuing any legal action, the parties may agree to resolve any disputes through alternative dispute resolution methods, such as mediation or arbitration. If these methods are unsuccessful, the dispute will proceed to the courts in the State of Florida, County of Collier, in the Country of USA.

This section is designed to provide clarity on how legal matters will be addressed, ensuring both parties understand their rights and obligations should any issues arise.

## INFORMED CONSENT CLAUSE

The Client acknowledges the importance of informed consent in Hypnotherapy. By signing this agreement, the Client affirms that they fully understand the potential risks and benefits of the hypnotherapy process. Hypnotherapy may involve deep relaxation, guided imagery, and exploring subconscious thoughts, which could result in temporary discomfort, anxiety, or emotional release; however, these responses are often part of the therapeutic and healing process. Benefits may include improved emotional regulation, enhanced self-awareness, increased relaxation, and positive changes in thoughts, behaviors, or habits. The Client understands that they have the right to withdraw from hypnotherapy at any time and that hypnotherapy is not a substitute for traditional medical treatment or mental health services unless otherwise specified. The Client agrees to openly discuss any concerns with the Hypnotherapist to ensure a clear understanding of the therapeutic process and to maintain a safe and effective session.

## INSURANCE INFORMATION

If the Client intends to use insurance for payment, they understand that it is their responsibility to confirm coverage for Hypnotherapy services. This section clarifies that coverage may fall under mental health or complementary therapies, depending on the Client's specific insurance plan. The Client is responsible for any co-payments, deductibles, or out-of-pocket expenses as determined by their insurance provider. The Client understands the process for submitting claims and agrees to provide any necessary documentation or information required by their insurance company. If certain Hypnotherapy services are not covered by insurance, alternative payment arrangements will be discussed and agreed upon prior to the session, ensuring transparency and clarity in all financial obligations.

## EMERGENCY CONTACT INFORMATION

For safety and precautionary measures, the Client agrees to provide emergency contact information, including the name, relationship, and phone number of a designated contact person in case of an emergency. The Hypnotherapist will only use this information if necessary, such as during a medical or psychological emergency that may occur during or after a session. This emergency contact information will be securely stored and kept confidential in accordance with all relevant data protection and privacy regulations.

FULL NAME OF CONTACT: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

RELATIONSHIP TO CLIENT:  PARENT  SPOUSE  LEGAL GUARDIAN  
 FRIEND  PARTNER  OTHER: \_\_\_\_\_

# AGREEMENT & ACKNOWLEDGEMENT

## HYPNOTHERAPIST'S CONFIRMATION

The Hypnotherapist affirms that they will provide hypnotherapy services in a professional, ethical, and confidential manner, adhering to all applicable laws and regulations, and maintaining the required licenses and qualifications. The Hypnotherapist agrees to respect the Client's rights and uphold the terms of this Agreement, including those related to confidentiality, fees, and session structure.

## CLIENT'S CONFIRMATION

The Client acknowledges their understanding of the nature and purpose of hypnotherapy, as well as their rights and responsibilities as a participant in the therapeutic process. The Client agrees to the terms regarding session structure, fees, cancellations, confidentiality, and any other provisions outlined in this Agreement.

## BINDING AGREEMENT

This signed Agreement serves as a legally binding contract between both parties. Both the Hypnotherapist and the Client are encouraged to retain a copy of the signed Agreement for their records. Any modifications to the Agreement must be made in writing and signed by both parties, as per *Section 8: Amendments*.

*By signing below, both the Hypnotherapist and the Client confirm that they have carefully read, fully understood, and voluntarily agree to all terms and conditions outlined in this Hypnotherapy Agreement. Both parties acknowledge that they have had the opportunity to ask questions or seek clarification on any provisions within this agreement, and any concerns have been addressed to their satisfaction.*

***By signing, both parties confirm that they fully understand their rights and responsibilities as outlined in the agreement.***

### HYPNOTHERAPIST SIGNATURE

Signature \_\_\_\_\_

Hypnotherapist Name \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

### CLIENT SIGNATURE

Signature \_\_\_\_\_

Client Full Legal Name \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_