

Client & Home Buddies Agreement for

On-Call Sitter or Personal Services



This agreement entered into on this _____ day of _____ 2007, by and between HOME BUDDIES OF Huntsville (hereinafter referred to as "The Service") and, _____ (hereinafter referred to as "the Client").

WHEREAS, the purpose of The Service is to assist the Client in employment of a suitable person for child care, home care or care for the elderly; and

WHEREAS, The Service intends to use its best efforts to recruit and locate potential candidates for its Clients by interviewing, screening, checking references and matching preferences;

NOW THEREFORE, it is agreed as follows:

Applicants for employment ("Applicants") will be placed in contact with the Client for the Client's consideration, in order to assist the Client in employing a person for child care, home care, or care for the elderly. An employment agreement must be entered into between the Applicant and the Client. The Client and the Applicant shall negotiate terms of employment (such as hours to be worked, and exact services to be performed, etc.) The final decision to hire or not hire an Applicant shall be the sole and exclusive decision of the Client. The Client agrees to pay the Applicant a minimum of four hours for each use of their services, at a maximum of two days per week unless otherwise approved by the Service.

It is understood and agreed by the Client that those whose names are submitted to the Client for consideration are not employees of The Service and The Service in no way guarantees or warrants any work which may be performed by an Applicant employed by the Client.

If the Client employs any person full or part time, whose name was supplied by The Service within one (1) year of The Service having supplied said name, the Client agrees to pay to The Service the sum of \$600 for full time nannies or \$400 for permanent part time nannies. An additional non-refundable \$400 application fee is also due for full time nannies. This sum shall be due immediately upon the Client's employment of an Applicant whose name was supplied by The Service and shall be paid to The Service before the Applicant begins work. If employment of Applicant is terminated by Client within 60 days of initial employment, The Service will provide The Client with additional names, at no charge.

In the event that the Client becomes delinquent in his or her obligation under this Agreement, he or she agrees to pay all court costs of collection including a

reasonable attorney's fee and the Client further waives all rights of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and laws of the State of Alabama, or any other state in the United States of America.

The Service does not make any representations or warranties, expressed or implied, of any kind whatsoever, with respect to the services performed by an Applicant hired by the Client or the acceptability or qualifications of Applicants placed in contract with the Client. The Service shall not be liable for any direct, indirect, consequential or incidental damages arising out of the employment of an Applicant by the Client.

The Service agrees only that it will utilize its best efforts to provide qualified Applicants to the Client but does not warrant or guarantee the Applicants' qualifications or the services performed by an Applicant. The Client agrees that The Service shall not be liable in any fashion or manner for any damage, loss, cost or liability incurred by the Client which may arise out of or result from the employment of an Applicant by the Client. The Client releases and discharges The Service, its directors, officers agents, and employees from any and all liabilities, damages, losses, expenses, demands, claims, suits, or judgments, including reasonable attorney fees and expenses, for the death of or bodily injury to any person, and for the loss of, damage to, or destruction of any property in any manner arising out of the Employment of an Applicant by the Client. The Client agrees to indemnify, defend and hold harmless The Service, its assigns, its officers, directors, employees, and its affiliates against any and all damages, claims, losses, costs and expenses (including reasonable attorney's fees) arising out of or related to the Client's employment of an Applicant.

The Client agrees to pay an annual registration fee of **\$75** at the time of the completion of the application. This fee is not refundable.

HOME BUDDIES OF Huntsville, AL

By: _____

Its: _____

Client: _____