



HOME BUDDIES™

HEALTH CARE & HOME CARE FOR SENIORS NANNY CARE FOR CHILDREN

Agreement with Temporary Sitters

THIS AGREEMENT entered into this ____ day of _____, 2010, by and between

d/b/a HOME BUDDIES OF NORTH ALABAMA (hereinafter referred to as "The Service" and
_____ (hereinafter referred to as "Applicant").

WHEREAS, The purpose of The Service is to assist those who are in need of someone for child care or care for the elderly and it is the further purpose of The Service to match its clients with those who desire to provide child care and care for the elderly; and

WHEREAS, The Service intends to use its best efforts to locate acceptable candidates for its clients by interviewing, screening, checking references and matching references.

NOW THEREFORE, it is agreed as follows:

1. The Service will use its best efforts to match Applicant with a client who is in need of child care or care for the elderly. Applicants who qualify for the Preferred List Register will be placed on a referral list prepared and kept by The Service which shall be used to place applicants with potential employers.
2. Before attempting to match Applicant with a client and placing Applicant on the Referral List Register, the Applicant must first fully complete an application concerning training, work experience, references work preference and other matters.
3. By completing and signing the application referred to in paragraph 2 above, the Applicant consents to allow The Service to verify all information in the application, contract references and do all things which are necessary for The Service to be assured of the competence of the Applicant.
4. The Service does not in any way guarantee or warrant that it will find employment for Applicant, nor does it guarantee or warrant that it will be able to place Applicant in contact with a potential employer.
5. Applicants who are suitable for employment with a client, will be placed in contact with said client and an employment agreement must be entered into between Applicant and client. Applicants shall negotiate terms of employment such as salary or wages, hours to be worked, exact services to be performed, etc. directly with the client. Applicant shall not be paid by The Service, and The Service does not in any way warrant or guarantee that the client will perform the terms of its employment agreement with Applicant.
6. On Friday of each week the Applicant shall report to The Service the number of Days worked and shall remit to The Service, at that time, monies due of **\$2.00 per hour** worked. Failure to pay the above sum within ten (10) days of the due date shall result in Applicant's name being removed from the active referral list register and may result in legal action being brought against Applicant. The current rate to customers is \$11.00 an hour. Furthermore, Applicant shall not work for referred clients nor disclose phone numbers to referred clients without notifying The Service. Failure to comply will result in dismissal from the Referral List Register and Subsequent legal action.

7. Applicant acknowledges that he or she is not an employee of The Service and Furthermore, it is agreed that The Service shall not be liable to Applicant or any other Party for injuries or damages which may in any way arise out of Applicant's employment with someone to whom Applicant was referred by The Service.

8. Applicant is an independent contractor and, as such, the relationship between The Service and Applicant is as follows:

8.1 The parties hereto acknowledge and agree that The Service and Applicant are at all times action and performing hereunder as independent contractors. As any independent contractor, The Service shall not have any employer/employee relationship with Applicant. The Service shall neither have nor exercise any control or direction over the methods by which Applicant performs any of his/her duties.

8.2 The Service shall not, by entering into and performing its obligations under this Agreement, become liable for any of the existing obligations, liabilities, or debts of Applicant unless otherwise specifically provided for under the terms of this Agreement. Applicant shall have no claim against The Service for vacation pay, sick pay, retirement benefits, Social Security, Workers' Compensation, Disability or Unemployment Insurance, or other employee benefits. The Service shall have no liability whatsoever for damages suffered on account of the willful misconduct or negligence of Applicant.

8.3 Applicant shall be solely responsible for compliance with all local, state, and federal laws pertaining to employment taxes, income withholding, unemployment compensation contributions, and other employment-related statutes.

8.4 In the event that any court or regulatory authority shall determine that the independent contractor relationship established hereby violates any statutes, rules, or regulations (or in the event that The Service, in good faith, determines that there is a material risk that such a determination would be made by any court or regulatory authority), the parties will negotiate in good faith to enter into an arrangement that comports with the law and substantially preserves for the parties the relative economic benefits of this Agreement. If the parties cannot reach an agreement on such an arrangement, then either party may terminate this Agreement upon seven (7) days' prior written notice to the other party.

DATED this _____ day of _____, 2010.

APPLICANT _____

HOME BUDDIES OF NORTH AL