



a Claire Ades, Inc. Company
77 Mark Drive, Suite 32
San Rafael, CA 94903-2268
(415) 479-7141

Agency Client Agreement

This agreement is made by Gentle Care Agency (hereinafter referred to as Gentle Care Agency and/or "The Agency") in agreement with the patient or any person acting on behalf of the patient (hereinafter referred to as "the Client".)

The Agency is a licensed, bonded and insured provider of non-medical homemaker services, registered with Secretary of the State of California and licensed by the City of San Rafael. Gentle Care Agency is a Registry of skilled, experienced caregivers. The Agency agrees to provide its services to the Client under the following terms and conditions.

- 1) The Agency will use its reasonable efforts to send reliable, self-employed, independent caregivers to provide non-medical homemaker and/or sitter companion services as offered in the agency literature for the level of care and hours requested by the Client.
- 2) The Client agrees to the rates for care as thoroughly presented by phone, email or other communication between the Client and Gentle Care Agency and deemed by the Client to be fair, reasonable and acceptable.
- 3) The Client agrees that each Caregiver is considered a self-employed caregiver who is responsible for his or her own self-employment taxes, and Gentle Care Agency does not employ any caregiver.
- 4) The Client agrees he or she will not hire any caregiver privately that has been referred by Gentle Care Agency or referred by any caregiver working with or through Gentle Care Agency.
- 5) The Client acknowledges and agrees he or she may be liable for all actual loss of profit for the act of employing a caregiver privately, including the act of canceling service with the intent of hiring any caregiver privately that was referred by or through Gentle Care Agency.
- 6) In the event that the Client cancels a scheduled shift without providing twenty-four (24) hours advance notice, the Client agrees to pay the Agency and the caregiver for the entire canceled shift.
- 7) The Client acknowledges and agrees that the Agency has thoroughly screened and interviewed all caregivers and deems each referred caregiver responsible and appropriate to provide homecare, homemaker and/or sitter services.
- 8) The Client acknowledges and agrees that Gentle Care Agency shall not be held responsible for any unforeseen, unanticipated negligence and/or misconduct by any caregiver referred by or through Gentle Care Agency.
- 9) The Client agrees to indemnify, release and hold harmless Gentle Care Agency and its officers from any and all liability on the part of any caregiver referred by or through Gentle Care Agency.
- 10) In the event, any dispute arises relating to the interpretation of this Agreement, both parties agree to resolve any matter amicably, fairly and reasonably in attempt to avoid legal counsel or action.

By signing below, the Client understands, acknowledges and agrees to the terms of this Agreement.

Patient Name (Please Print)

Person Responsible for Payment (Please Print)

Address

Billing Address

City/State/Zip

City/State/Zip

Best Phone Number

Best Phone Number

Client Signature

Date