



## CLIENT SERVICES CONTRACT

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[www.caringforu.ca](http://www.caringforu.ca)

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In this contract, "AGENCY," "we" and "us" mean doing business under the name CaringForU, and "CLIENT" and "you" mean the individual identified below and everyone who signs this contract on CLIENT's behalf.

Name of Client and/or Responsible Person			
Street Address	City	Province Postal	Code
Home Phone	Cell	Email	
Emergency Contact Name	Relationship	Phone No.	Email

Your signature and/or your representative's signature indicate that you and/or your representative have read, understood and agreed to be bound by all of the terms and conditions of this contract. Each party is signing this contract on the date indicated beside its name below, and the latest date is the "Effective Date" of this contract. This contract includes all of the terms and conditions on both the front and back.

CLIENT: \_\_\_\_\_  
Client/Client's Representative Signature Date

AGENCY: \_\_\_\_\_  
Authorized Signature and Title Date

**1. Term.** The term of this contract starts on the Effective Date as defined above and continues one year or until terminated by CLIENT. CLIENT may terminate this contract at any time by giving the AGENCY at least 2 days' notice. AGENCY may terminate this contract by giving the other party at least 30 days' notice.

Otherwise, CLIENT may deduct \$ 300 penalty charge from last subcontractor's salary. During a termination period (1 month) AGENCY will scheduled an interview(s) with a new caregiver(s) based on CLIENT's request. AGENCY will sign a new Subcontractor Contract with new caregiver. AGENCY agrees to replace caregivers 3 times per year maximum. Upon termination by either party, all fees earned up to the time of termination will be due immediately.

**2. Services.** We will provide the services ("Services") designated in the Client Services Plan (the "Plan"), which is incorporated in and forms a part of this contract. The day, time and duration of services will be mutually agreed upon by the parties or their representatives. We do not provide medical services and our employees are not authorized to perform medical services of any type.

**3. Rates, Fees & Deposits.** We will provide the services designated in the Plan at the following rate(s): If the employee's probation period (2 weeks) will pass, amount of \$\_\_\_\_\_ must be paid to employee by CLIENT. **Monthly payment is \$\_\_\_\_\_.** Nonrefundable recruiting fee of **\$300/\$500** is required by the first day of Contract. Mileage (if applicable): You shall pay \$0.50 per mile whenever our caregiver transports CLIENT/Client Representative, runs errands for you, or otherwise drives his or her vehicle for your benefit.

**4. Billing and Payment.** We bill in advance\_\_\_\_, arrears\_\_\_\_, on a weekly\_\_\_\_, bi-weekly\_\_\_\_, twice a month (1<sup>st</sup> and 15<sup>th</sup> day)\_\_\_\_\_ basis. Payment may be made by check\_\_\_\_, money order\_\_\_\_, cash\_\_\_\_ or credit card\_\_\_\_. We may discontinue all services until the account is paid in full. You must pay us \$45 for each dishonored check and reimburse us for any fees charged by our bank.

**5. Transportation.** You hereby release us and our employees from all liability for injury, damage or loss that you may incur while our employee is transporting you in any vehicle (whether owned by you, the employee, Agency, or any other person), unless the injury, damage or loss was caused by our employee's gross negligence.

**6. Private/Direct Hiring.** You agree to pay us a \$2500 replacement fee if you privately or directly hire any of our employees at any time during the recruiting period.

**7. Transactions Between Client and Employee.** You agree directly (1) to compensate our employee based on agreed monthly payment; (2) not to lend anything (including money) to our employee; (3) not to give anything to our employee without our prior written consent; or (4) not to designate our employee as an authorized user on or give them access to any financial account, credit card, deed, promissory note, will, trust, or any other type of legal document, agreement or account.

**8. Employee Conduct and Notice of Problems.** We oversee employee conduct in many ways; however, it is not possible to monitor either our employees or other persons associated with you at all times. Despite our best efforts, there is an inherent risk that an employee, a family member of yours, another service provider, or an advisor may commit theft or fraudulent acts against you. You and your family members and advisors must closely monitor your financial affairs, physical condition, and personal property. You shall limit access to, secure and protect cash in excess of \$100, jewelry and other valuable items that can be removed easily. You shall immediately notify Agency's management of any concerns, problems (actual or perceived),

or dissatisfaction related to our services or employees. We will not be liable for any injury, damage or loss sustained by anyone, if it is wholly or partially caused by your failure to notify Agency's management.

**9. *Supplies and Equipment.*** You are responsible for providing all supplies (*i.e.*, for cleaning, personal care, *etc.*) and equipment necessary for the provision of our services. Extra charges will apply if we provide the supplies and/or equipment.

**10. *Damage Limitations.*** Our liability to you for any claim is limited to an amount equal to the greatest amount you paid us for services in any 30-day period during the term of this contract.

**11. *Representative's Authority and Liability.*** Each person signing this contract on CLIEEN's behalf hereby agrees that they are jointly and severally liable with CLIENT for all amounts due under this contract, and represents that they have the authority to sign this contract on CLIENT's behalf. "Jointly and severally liable" means that each of you is legally responsible for 100% of the CLIENT's obligations under this contract, not just his or her pro-rata portion.

**12. *Miscellaneous Terms.*** This contract constitutes the entire agreement between the parties relating to its subject matter. All prior agreements and understandings relating to the same subject are superseded and merged into this contract. Any changes, deletions, additions or deviations to or from the printed form of this contract, other than filling in blanks on the front page, will not be binding upon us unless initialed as approved by our authorized agent. This contract may be modified only by a written instrument signed by both parties. The laws of the province in which we are located govern all aspects of this contract. If any provision of this contract is illegal or unenforceable, that provision will be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by law, without affecting the remaining provisions of this contract. No failure or delay on the part of either party to exercise any right under this contract will operate as a waiver of the right, nor will a single or partial exercise of any right preclude any other or further exercise or the exercise of any other right by that party.