



FAX TO: 847.559.0689

Please call after you fax to confirm receipt
847-733-2700 x410

FAMILY NON-PLACEMENT SERVICE AGREEMENT

This Non-Placement Service Agreement (the "Agreement") is between First Class Care, Inc. ("First Class Care"), 3330 Dundee Rd. Suite C2 Northbrook, IL 60062, and _____ ("Client" whether singular or plural).

This Agreement sets forth the terms and conditions of both First Class Care and Client for the non-placement services provided in connection with the Client's employment of "Care Specialists." "Care Specialists" include, but are not limited to, nannies, newborn care specialists, babysitters, house managers, chefs, elder care providers, housekeepers and any individuals reviewed by First Class Care at the request of the Client. Care Specialists may be either live-in or live-out, full time or part time, and permanent or temporary.

I. SERVICES:

Client desires to directly employ a Care Specialist which they found other than through First Class Care to perform certain child care, companion care, or domestic duties as specified by Client. Client retains First Class Care to make reasonable efforts according to applicable law to Background Check, Screen, Reference Check and/or Interview on the client's behalf.

II. CONFIDENTIAL INFORMATION:

Client understands and agrees that all information and materials about Care Specialists are to be kept strictly confidential and are to be used only in conjunction with First Class Care's services. Client is not to provide information furnished by First Class Care to any third party without prior written consent by First Class Care.

III. CLIENT IS THE CARE SPECIALIST'S EMPLOYER:

Client understands and agrees that the Care Specialist's work schedule and the method, manner and means of employment, and any other terms and conditions of employment, will be determined by Client and the Care Specialist. First Class Care will not be responsible for the Care Specialist's direction, supervision, control or compensation, and First Class Care is not the Care Specialist's employer or co-employer with Client. Rather, **Client understands and agrees that Client is the Care Specialist's sole employer.** Accordingly, Client understands and agrees that it will be responsible for all employer related taxes, withholdings, obligations, liabilities, and requirements according to applicable law.

IV. FEES:

1. Client agrees to pay all fees as stated in this Agreement in full when First Class Care commences performance of the requested services. Additionally, Client agrees to pay all fees in a timely manner according to the terms of this Agreement. Client agrees to pay a fee to First Class Care for each Care Specialist reviewed by First Class Care, whether or not the Client employs such individual.

2A. Background Checks: \$195

Includes Social Security Trace, Driving Record, County Criminal Record and Sexual Offender Record for anywhere the candidate has lived in the United States for the past 7 years.

2B. Reference Checks: \$140 for 3 checks (Additional \$40 for each additional contacted)

Includes contacting the reference by a Licensed Employment Counselor and asking detailed questions such as: candidate's responsibilities, experience, strengths and weaknesses, reliability, and a full suitability rating. We provide a full written report with all the questions asked and answers from the families. We will make a reasonable effort to talk with each reference. However, if First Class Care makes three attempts with no response, or if the reference refuses to provide information, that will be reported to Client as a completed contact.

2C. Personal Interview: \$160 per interview

Includes an in-person interview with a Licensed Employment Counselor to get a full sense of the candidate's employment history, qualifications, experience, professionalism, and goals. Since we interview candidates all day every day we are experts at determining if this is the right job for the candidate and if this candidate is right for this family. We will provide a full written report for the family to review.

2D. Contract Kit: \$75 per kit

Includes: Family / Employee Contract, Non-disclosure Agreement, Interview questions, Tax information which includes a free tax consultation for all families from GTM.

2E. Complete Screening Package: \$450

Includes: 1 Background Check, 3 Reference Checks, 1 Personal Interview, 1 Contract Kit, 2 coupons for a Free Full Day of Backup Care Agency Fees (\$60 value, This does not include caregiver fees)

3. If any fees or portions thereof are not paid when due, First Class Care will charge interest on the unpaid amount of the fee. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .416% per month (FIVE PERCENT [5%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid. If Client's account is turned over to an agency or other entity for collection, all fees and interest, including but not limited to attorney's fees and costs, incurred relating to the collection activity will be added to Client's original balance and become payable to First Class Care according to the terms of this Agreement. Finally, Client agrees to pay First Class Care any charge First Class Care incurs if Client's check or other payment is returned or refused for any reason.

Client further agrees to provide First Class Care with a valid credit card number, expiration date and other information; understands and agrees that First Class Care shall charge Client's credit card for all fees and charges owed to First Class Care if Client fails to pay all fees and charges in a timely manner according to the terms of this Agreement; hereby irrevocably authorizes First Class Care to place charges on said account in accordance with this Agreement; and agrees to pay all such charges and fees billed to Client's credit card according to the terms of this Agreement. Client will immediately give First Class Care new credit card information should Client cancel the credit card or should Client's ability to use the credit card cease, for any reason.

V. DISCLAIMER/WAIVER/HOLD HARMLESS/LIMITATION OF LIABILITY:

First Class Care assumes no liability or responsibility for, and makes no representations or warranties about, any information, credentials, material, errors, omissions, services, (including but not limited to the qualifications or performance of individuals or Care Specialists) it provides to Client. Client understands and agrees that Client's use of First Class Care's services is at Client's own risk. Except as specified in this Agreement, First Class Care does not provide and specifically disclaims any express or implied guarantees or warranties to Client. Additionally, First Class Care does not employ or exercise control or discretion over Care Specialists and disclaims all responsibilities for Care Specialists' conduct or omissions.

By signing this document, Client hereby waives and releases First Class Care and its owners, agents, employees, officers, directors, shareholders, attorneys, representatives, and affiliated entities from all liability, including but not limited to liability arising from negligence, equipment, or the actions of any third party (including but not limited to Care Specialists or anyone providing information to First Class Care), arising under law or otherwise.

This Agreement does not govern claims that cannot be released by private agreement or that cannot lawfully be waived. In addition, this Agreement does not limit either party's right, where applicable, to file, cooperate with or participate in an investigative proceeding of any governmental entity, or to file charges that do not seek personal relief for released claims with any governmental entity.

Additionally, Client shall indemnify, defend and hold First Class Care and its owners, agents, employees, officers, directors, shareholders, attorneys, representatives, and affiliated entities harmless against any damages or liability whatsoever arising out of or in any way in connection with the interviewing, selection, screening, or any other service provided by First Class Care, regardless of how, when, or where any damages or liability was incurred.

Finally, in no event shall either party to this Agreement be liable for consequential, incidental, exemplary, punitive, special or indirect damages of any kind. Further, a party's aggregate liability for damages of any kind under this Agreement shall be limited to the amount of the fee received by or owed to First Class Care from Client. If any waiver, exclusion or limitation of damages is not permitted by law, the parties' liability to each other is limited to the maximum extent permitted by law.

VI. MISCELLANEOUS:

This Agreement shall be governed by and interpreted according to Illinois law. Any action or proceeding commenced regarding this Agreement shall be brought in Cook County, Illinois.

This Agreement is entered into by First Class Care and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between First Class Care and Client and supersedes all prior oral and written agreements between First Class Care and Client with respect to the subjects covered in this Agreement. This Agreement shall not be amended or modified except in a mutually agreed upon writing signed by Client and an authorized representative of First Class Care.

Client represents that it has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that it has had all such time that it desires within which to consider this Agreement; that it has had the opportunity to consult with an attorney of its own choosing and at its own expense to review this Agreement; and that it has availed itself of this opportunity to the extent, if any, that it wished to do so.

The terms of this Agreement are severable. The invalidity or unenforceability of any provision within this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable. Further, consistent with the purposes of this Agreement, any otherwise invalid provision may be reformed and, as reformed, enforced by any party to this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Such counterparts, when taken together, shall constitute but one agreement.

Failure or delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of any other right, remedy, power or privilege. A waiver, to be effective, must be in writing and must be signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

Neither party to this Agreement shall assign or transfer this Agreement or any interest herein without the prior written consent of the other party.

The rights and remedies provided in this Agreement shall be the sole and exclusive rights of the parties to this Agreement against one another relating to the subject matter of this Agreement.

The section captions contained in this Agreement are for convenience only and do not constitute a part of its terms and provisions.

I hereby irrevocably authorize charges to the following credit card as provided in the foregoing Agreement.

Visa, MasterCard, Discover, Amer. Ex Number Expiration Date Security Code

Name as It Appears on The Card (Print) _____

Complete Billing Address _____

Authorized Signature _____

The parties to this Agreement hereby certify, represent and warrant that they have carefully read this Agreement, that they fully understand its final and binding effect, and that they agree to all of its terms and conditions.

Client Date Phone Number

Client Date Phone Number

FIRST CLASS CARE, INC Date

Approved Fcc: 1/10/11