



Chicagoland's Premier Domestic Placement Agency

www.firstclasscare.com

FAX TO: 847.559.0689

FAMILY SERVICE AGREEMENT

This Service Agreement is between First Class Care, Inc. ("First Class Care"), 3330 Dundee Road, Northbrook, IL 60062 and _____ ("Client"). This Service Agreement becomes effective when both parties sign a copy of this Agreement. This Agreement shall remain in effect for a minimum of 1 year, and it shall thereafter continue in effect until either party notifies the other, in writing, that it wishes to terminate this Agreement.

Client agrees to pay the placement fees set forth in this Service Agreement if Client employs any Elder Care Specialist candidate referred by First Class Care, in any capacity, during the term of this Service Agreement or within 1 year after the termination of this Service Agreement.

This Service Agreement sets forth the obligations of both First Class Care and Client for the location, referral and employment of "Elder Care Specialists". "Elder Care Specialists" include, but are not limited to any individual engaged in any capacity to provide companionship, personal services, and non-medical and limited routine medical services. Elder Care Specialists may be either live-in or live-out, full time or part time, and permanent or temporary.

SERVICES:

1. First Class Care, Inc. is a Home Services Placement Agency licensed by the State of Illinois. Client desires to directly employ an Elder Care Specialist to perform certain companion care, or domestic duties as specified by Client. Client retains First Class Care to locate and refer to Client an Elder Care Specialist to perform such services for Client. First Class Care is a licensed placement agency and home service placement agency.
2. First Class Care will make reasonable efforts to recruit candidates meeting Client's job qualifications. First Class Care will perform background checks when client extends a job offer. The background checks will include a criminal records check, sexual offender check, Social Security trace and, if driving is part of the job qualifications, a Driving record. Where required, such background checks will comply with the Illinois Health Care Worker Background Check Act. First Class Care will verify references and the past employment history to the best of their ability of each Elder Care Specialist candidate referred to Client. At Client's request, First Class Care will disclose to Client all background check, reference check and employment history results, as permitted by applicable law. Client understands and agrees that a background check may not be conducted if it gives First Class Care less than 48 hours to recruit an Elder Care Specialist. Client further understands and agrees that if Client requires an Elder Care Specialist to begin employment prior to First Class Care completing the background check and/or verification process, Client does so solely at its own risk.
3. Client understands that the written and oral information prepared and provided by First Class Care in relation to this Service Agreement, an Elder Care Specialist, or an Elder Care Specialist candidate is the proprietary information of First Class Care. Client will not disclose to any third party any such information prepared or provided by First Class Care, even if the Elder Care Specialist is not hired.
4. First Class Care will not release any personal or identifying information provided by Client to any third party other than as is necessary to perform its obligations under this Service Agreement or as may be required by any federal, state or local government agency or authority or as required by law.

A. TERMS AND CONDITIONS OF EMPLOYMENT:

1. Client acknowledges that First Class Care is a placement service only. Neither permanent nor temporary Elder Care Specialist candidates referred to the Client are not, and will not, be employees or agents of First Class Care. First Class Care is not a party to any employment agreement or contract of any kind between Client and an

Elder Care Specialist. Client acknowledges that any Elder Care Specialist hired by Client is an employee of Client, and not an employee of First Class Care.

2. Client is solely responsible for all hiring decisions and for establishing and maintaining the terms and conditions of an Elder Care Specialist's employment. This includes following all applicable federal, state and local laws governing employment including, but not limited to, licensing, certification, registration, overtime and minimum wage laws, employment discrimination laws, employment tax and payroll tax laws, and completion and retention of Internal Revenue Service Form I-9.

3. Client acknowledges that First Class Care does not control or supervise the time, method, manner or means Elder Care Specialists may use in accomplishing Client's objectives. All such duties and expectations are between Client and the Elder Care Specialist. First Class Care also does not warrant the performance of any Elder Care Specialist, and is not responsible for any Elder Care Specialist's conduct while working for Client. If Client deems it appropriate, Client should provide written notice to Elder Care Specialist of the name, relationship, and current contact information for the individual to be contacted in the event of an emergency.

B. INDEMNIFICATION AND HOLD HARMLESS:

Client agrees to defend, indemnify, and hold harmless First Class Care and its officers, directors, shareholders, employees and agents from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including but not limited to, court costs and fees including attorneys fees, arising from or relating in any manner to: (i) any claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses which Client may have or incur against the Elder Care Specialist; (ii) any Elder Care Specialist's act, omission or failure to act for Client; (iii) any disclosure of personal information about the Client by the Elder Care Specialist; and (iv) any claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses including attorneys fees which the Elder Care Specialist may have or incur against Client or members of the Client's household or any third party.

C. FEES

1. Client agrees to pay all placement fees in a timely manner. All fees are due and payable upon the Elder Care Specialist's first day of service. Client must provide First Class Care with a valid credit card number, including expiration date, at the commencement of this Service Agreement as a guarantee of payment and Client hereby irrevocably authorizes First Class Care to place charges on said account in accordance with this Service 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, during the term of this Service Agreement.

2A. Long-Term Elder Care Specialists:

Client agrees to pay a placement fee to First Class Care for full-time (over 30 hours a week), part-time or permanent Elder Care Specialists equal to 10% of the Elder Care Specialist's first year's gross total compensation package. Client agrees to pay the placement fee, in full, on the Elder Care Specialist's first day of service. Client agrees to immediately notify First Class Care of any increase in hours during the Elder Care Specialist's first year of employment and to pay any additional placement fee due First Class Care because of the increase in total compensation within 30 days of increase.

2B. Temp Elder Care Specialists:

If a temp Elder Care Specialist is employed, the placement fee shall be equal to 15% of the Elder Care Specialist's gross total compensation package for the full term of the Elder Care Specialist's employment with client. The minimum placement fee for an Elder Care Specialist employed for 5-10 days shall be \$300; the minimum placement fee for an Elder Care Specialist employed for more than 10 days shall be \$500.

2C. Other Elder Care Specialists:

First Class Care will recruit and refer other Elder Care Specialists including single day, weekend, and evening temps whose services will be required for at least 4 hours each day. Client agrees to pay a placement fee to First Class Care equal to \$30 for each day the Elder Care Specialist will provide services to Client upon the

acceptance of a job offer by an Elder Care Specialist. Any cancellation of services must be made at least 48 hours in advance.

3. Client understands and agrees that First Class Care has invested substantial time and resources in recruiting and screening Elder Care Specialist candidates. First Class Care may directly charge the placement fees to Client's credit card. If First Class Care is unable to charge Client's credit card for any reason or in any other way fails to pay all fees when due, First Class Care may pursue all legal remedies available and may refer the matter to collections, and client shall be responsible for the fee, interest, costs, and attorney fees.

5. Client understands and agrees to pay any additional placement fees, should it retain an Elder Care Specialist for a period(s) longer than reported to First Class Care. For example, if Client initially retains an Elder Care Specialist referred by First Class Care for 3 days, Client owes a placement fee of \$90 (3 days x \$30) which must be paid upon acceptance of a job offer by an Elder Care Specialist. If Client then keeps the Elder Care Specialist for additional days, Client owes First Class Care an additional placement fee of \$30 per day up to a maximum of 5 days, after which the Elder Care Specialist shall be regarded as a temp Elder Care Specialist under paragraph 2B of this service agreement.

D. Additional Conditions:

1. Client will not offer employment or retention to any First Class Care Elder Care Specialist candidate without first notifying First Class Care.

2. Client will not disclose any information with respect to any Elder Care Specialist or Elder Care Specialist candidate to any third party without prior written consent from First Class Care.

3. Client will not request an Elder Care Specialist or Elder Care Specialist candidate to recommend any other Elder Care Specialists for hire.

4. Client understands and agrees that if it refers any Elder Care Specialist candidate referred by First Class Care to any third party, and the third party hires or retains the Elder Care Specialist candidate during the term of this Service Agreement or within 1 year after the termination of this Service Agreement but does not enter into a service agreement with First Class Care, Client will pay the entire placement fee to First Class Care under the same terms and conditions as if Client hired the Elder Care Specialist for themselves. First Class Care may directly charge the placement fees to Client's credit card. If First Class Care is unable to charge Client's credit card for any reason, First Class Care may pursue all legal remedies available and may refer the matter to collections, in accordance with paragraph 3, above.

F. EMPLOYMENT GUARANTEE:

1. If Client's Elder Care Specialist (excluding temps) fails to remain in the position for a period of 30 days, Client will receive a refund of all fees paid, less 25% of the gross total compensation earned by the Elder Care Specialist while employed by Client or First Class Care will recruit a referral Elder Care Specialist for the remainder of this service agreement.

2. If Client's Elder Care Specialist (excluding temps) remains in the position for more than 30 days, but less than 180 days, First Class Care will recruit one replacement Elder Care Specialist to cover the remainder of this Service Agreement at no charge.

3. Replacement is not guaranteed for Clients whose Elder Care Specialist leaves for cause or for good reason, including, but not limited to, failure to pay, abuse, or change of job description.

4. Upon prompt notice by client to First Class Care of the need for a replacement, First Class Care will make reasonable efforts to recruit a replacement which meets Client's job qualifications. However, recruiting an Elder Care Specialist which meets such qualifications may not be possible and is not guaranteed.

5. Client's failure to comply with any provision of this Service Agreement will result in Client's forfeiture of any right to a replacement Elder Care Specialist, or any other right set forth in this Service Agreement.

G. MISCELLANEOUS:

1. In the event any provision of this Service Agreement is deemed to be invalid or unenforceable by any court or administrative agency, such provision shall be restricted in scope or otherwise modified to the extent necessary to render the same valid and enforceable or, in the event that any provisions of this Service Agreement cannot be modified or restricted so as to be valid and enforceable, then the same shall be deemed excised from the Service Agreement if circumstances so require, and the Service Agreement shall be construed and enforced as if such provision had originally been incorporated therein as so restricted or modified, or as if such provision had not originally been contained therein, as the case may be.

2. This Service Agreement constitutes and contains the entire agreement and understanding between the parties concerning the subject matter of this Agreement, and except as stated herein, supersedes all prior negotiations, proposed agreements and understandings between the parties. This Service Agreement may only be terminated, amended modified by a writing signed by both parties. Any questions, problems, needs, or concerns regarding this Agreement or any services provided under this Agreement should be addressed to Erin Krex, Vice President, First Class Care, Inc. at 3330 Dundee Road, Suite C2, Northbrook, IL 60062, 847-733-2700.

3. Any breach of this Agreement shall entitle the non-breaching party to pursue all available relief, including, but not limited to, injunctive and all damages sustained or incurred by such party as a result of or arising from the breach.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

5. This Agreement may be executed in counterparts and will be as fully binding as if signed in one entire document.

I hereby irrevocably authorize charges to the following credit card as provided in the foregoing Service 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 UNDERSIGNED CERTIFIES THAT HE/SHE HAS BEEN GIVEN A COPY OF THE FOREGOING SERVICE AGREEMENT, THAT HE/SHE HAS HAD AN ADEQUATE OPPORTUNITY TO REVIEW AND HAS READ THE SERVICE AGREEMENT, THAT HE/SHE FULLY UNDERSTANDS ITS TERMS AND CONDITIONS AND THAT HE/SHE HAS SIGNED AND AGREED TO IT KNOWINGLY AND VOLUNTARILY.

Client Date

FIRST CLASS CARE, INC Date

Approved Fcc:6/3/09