

# CHILDCARE SOLUTIONS

2101 Richmond Rd at La Place  
Beachwood, Ohio 44122  
(216) 831-7333 Fax: (216) 274-6177  
admin@4InHomeCare.com



## Client Contract - One Time Use

AGREEMENT (hereinafter called "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between **Childcare Solutions** (hereinafter called the "**Service**"), in Cuyahoga County, State of Ohio, and  
\_\_\_\_\_  
(hereinafter called the "**Client**").

In Exchange for the services rendered and to be rendered, Client agrees to make the payments as specified and agreed to in this Agreement.

1. In consideration of a **one time non-refundable service fee of \$50.00**, Client has engaged Service for the purpose of obtaining the assistance in locating a person, (hereinafter called "Care Provider"), to assist in caring for the child(ren) of family designated by Client for specified period of time.
2. Client agrees that if he/she/they use(s) the services of a Care Provider referred by Service pursuant to the terms and conditions of this Agreement client shall be liable to Service for any and all fees specified in this Agreement. Client further agrees that if the Care Provider is hired on a non-permanent, occasional, part-time or summer basis for any type of work, including non-dependent care services, and is later employed on a more than non-permanent, occasional, part-time or summer basis, Client shall pay the appropriate fees for such services, as specified in the current **Fee Schedule** available from Service .
3. Care Providers referred by Service are defined as:  
  
Care givers over 18 years of age who come into Client's home or other place as designated by Client to care for client or any other person or persons as directed by Client. A Care Provider shall in no event be an employee of Service, but rather **shall be an employee of Client or an independent contractor hired by Client** as determined by governing law.
4. Client agrees to pay directly to Service a fee for the assistance provided in accordance with the fee schedule incorporated into this Agreement as set forth below.

DATE SERVICE NEEDED: \_\_\_\_\_ FROM: \_\_\_\_\_ TO: \_\_\_\_\_

LOCATION: \_\_\_\_\_ PHONE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

NOTES: \_\_\_\_\_  
\_\_\_\_\_

Number of Care Providers Requested: \_\_\_\_\_

FAMILY NAME: \_\_\_\_\_

Family Telephone Numbers: \_\_\_\_\_

Family Fax: \_\_\_\_\_ Family Email: \_\_\_\_\_

Children:	<u>AGE</u>	<u>GENDER</u>
	_____	_____
	_____	_____
	_____	_____
	_____	_____

**Childcare Solutions**  
**ONE-TIME FEE SCHEDULE**

Upon acceptance of a Care Provider to be engaged as an employee, a fee will be incurred as follows: (Sitter hourly or event wages shall be paid by client directly to care provider)

**WORK TYPE/ FEE**

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**First Day (1 day) = \$50.00 service fee**  
**Each Additional Day = \$16 per day**

- 1 Week = \$ 80
- 2 Weeks = \$155
- 3 Weeks = \$230
- 4 Weeks = \$310

5. Payment must be made by credit card (MC/VISA/Check Card) or by check 21 days in advance of service. All Agency fees are due and payable immediately upon acceptance of referral and in all cases must be paid prior to beginning of employment of care-provider.

Acceptance of a referral by Client constitutes authorization for Service to charge fees due directly to the Client’s credit card on file with Service without further authorization.

6. This Agreement cannot and should not be construed or interpreted as a partnership or joint venture between the Client and Service. Client acknowledges that he/she/they have read, understood and signed the **Client Acknowledgment and Release** on the back of the Client Information-Form (copy attached).



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## Client Information

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

\_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_ Contact Cell#: \_\_\_\_\_

Contact FAX: \_\_\_\_\_ Contact Email: \_\_\_\_\_@\_\_\_\_\_

NOTES/COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CHILDCARE SOLUTIONS®  
**CLIENT ACKNOWLEDGEMENT AND RELEASE**

The undersigned (hereinafter "Client"), hereby acknowledge that Client has engaged the services of Michael A Gerard Inc., an Ohio Corporation, d/b/a **ChildCare Solutions, and/or Familycare Solutions** (the "Company"). Client further understands that Childcare Solutions and Familycare Solutions specialize in the referral of care provider candidates (the "Candidate(s)") for occasional, non-permanent and on-going in-home care.

Client understands that upon hiring a Company referred Candidate for on-going, occasional or non-permanent care, Client shall be required to pay the applicable referral fee (the "Fee") due the Company. **If, however, Client subsequently changes the employment relationship with Candidate to include additional work hours, there shall be an additional fee due the Company.**

Client further acknowledges that the **Company does NOT maintain an employer/employee relationship with any of the candidates.** Accordingly, Client accepts that it is Client's responsibility to interview any Candidates selected for referral by the Company, to contact references or prior employers and to thoroughly review all of the information made available by the Company concerning the Candidate. Client understands that it is Client's responsibility to make diligent inquiry into the Candidate's background based on this information before Client makes a decision to hire a Candidate. Client agrees that it is Client's sole responsibility to obtain from the Company all back-up documentation and paperwork on the Candidate.

Client further acknowledges and agrees that any and all information, including, but not limited to, the Candidate's file, is confidential and the property of the Company. Client agrees not to disclose to any person or entity any information, in any form, contained within the Candidate's confidential file, including, but not limited to, the name and address of the Candidate. **Under no circumstances shall Client be entitled to refer any Candidate to any person or entity for the purpose of employment as an in-home care provider.**

Client understands that the Company does not have any control over the services provided by the Candidate to the child or the elderly adult. The Company is a referral service and does not act as the Candidate's supervisor or employer. **Client understands that it is Client's responsibility to supervise the activities of the Candidate while employed by the Client.**

Client agrees to release the Company, its respective directors, officers, shareholders, agents and employees from all actions, causes of action, claims and demands for injuries, accidents, sickness and damages of whatsoever nature, whether known or unknown, which may be sustained by Client or Client's dependent arising out of the performance or nonperformance of the Candidate's job duties/responsibilities. Client, individually and as parents(s), natural guardian(s) and/or children of senior adults, hereby agrees to indemnify and save harmless the Company from all injuries, losses, damages and expenses, should any claim, demand or suit be made by or on behalf of Client's child(ren) or senior adult parent(s).

Any controversy or claim arising out of or relating to this Acknowledgment and Release shall be settled first through mediation and, if unsuccessful, then through arbitration. Such arbitration shall be binding and conducted in accordance with the rules of the American Arbitration Association and the judgment upon the award rendered by the Arbitrator(s) may be enforced in any court of competent jurisdiction.

**THIS IS A LEGALLY BINDING AGREEMENT AND YOU SHOULD CONSULT AN ATTORNEY IF YOU NEED LEGAL ADVICE.**

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS ITS MEANING, DEFINITIONS AND IMPLICATIONS. IN WITNESS THEREOF, Client has hereunto set his/her hand(s)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

