



Crunch Care, Inc., with its principal office located at 8895 Towne Center Drive, Suite 105 San Diego, CA 92122 (“Crunch Care” or “Crunch Care Inc” or “We” or “Us”), and _____ residing or located at _____ (“Client”) agree to the terms and conditions set forth in the Family/Client Agreements (the “Agreement”).

If you object to anything in this agreement or the Privacy Policy, do not use the Site or the Service.

Short-Term Care and Care Club Referral Service Agreement

1. Crunch Care Inc.’s Duties

Crunch Care will make reasonable efforts to:

Recruit, screen, and assign its Referrals (“Assigned Referrals”) to perform the type of work described on Exhibit A under Client’s supervision. Crunch Care will make reasonable efforts to refer candidates based upon Client’s stated needs according to applicable law. However, Client understands and agrees that Crunch Care makes no guarantees, representations or warranties about the qualifications, ability, credentials, suitability, or performance of the candidates referred or Assigned Referrals. Signing up with or paying Crunch Care does not guarantee that it will find a suitable candidate, replacement candidate or Assigned Referral for Client.

2. Client’s Duties

Client will:

- 2.1 Properly supervise Assigned Referrals performing its work and be responsible for its operations and services;
- 2.2 Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Referrals to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Crunch Care’s express prior written approval or as strictly required by the job description provided to Crunch Care;
- 2.3 Provide Assigned Referrals with a safe work site and/or home and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the home or work site;
- 2.4 Not change Assigned Referrals’ job duties without Crunch Care’s express prior written approval;

3. Non-Solicitation

During the term of this agreement and for one year thereafter, Client agrees not to solicit, entice, encourage or induce any temporary Referral or Assigned Referral of Crunch Care or any of its subsidiaries, or who is associated with or under contract with Crunch Care, with whom Client worked, to become employed by or associated with any person, firm or corporation other than Crunch Care. Client agrees not to approach any such person described above for such purpose or authorize or knowingly approve the taking of such actions by any other person, firm or corporation or assist any such person, firm or corporation in taking such action.

4. Limited Non-Competition & Exclusivity

4.1 Using the services of a Crunch Care Referral with whom Client worked as its own Assigned Direct Referral, as an independent contractor, or through any person or firm other than Crunch Care, during or within 365 days after any assignment of a temporary or Assigned Referral to Client from Crunch Care is prohibited and subject to the provisions of Section 11 in this Agreement unless Client contracts for Direct Referral services with Crunch Care as indicated in Exhibit B or unless Client buys out the Crunch Care Referral as set forth in Exhibit A.

4.2 Client understands and agrees that any violations of this Agreement may entitle Crunch Care to pursue any and all legal and equitable remedies against Client, including but not limited to injunctive relief to enforce the Agreement's terms or prohibit violations of the Agreement.

5. Payment Terms, Bill Rates, and Fees

5.1 Client agrees to pay Crunch Care for its performance at the rates set forth in this Agreement and also agrees to pay any additional costs or fees set forth in this Agreement, subject to the terms and conditions of this Agreement.

5.2 Client agrees to provide Crunch Care with a valid credit or debit card in order for Crunch Care to charge Client Referral fee, Membership fee, and or Candidate Crunching fee. Crunch Care will charge Client and Client agrees to pay for services provided under this Agreement.

5.3 If Client exceeds the amount or level of care stated in Client's documentation to Crunch Care, including but not limited to situations involving the Crunch Care Referral caring for additional infants, children or senior clients, Client agrees to pay Referral additional suggested fee per hour per extra individual cared for. Care is staffed at an appropriate ratio per Client Application at the time of booking. Should the amount of babies, children, or senior clients vary from the Client Application, Client must immediately contact Crunch Care to re-staff the position. If Client fails to notify Crunch Care of the change in staffing needs prior to the job, Client agrees that Crunch Care will be held harmless of all liability in all circumstances regarding the job.

5.4 All fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement.

5.5 Clients are required to pay for annual Care Club membership online when available. Client agrees to pay all charges that are in effect at the time of purchase. **The membership of Clients to The Care Club will automatically renew at the end of the term. To cancel a membership the Client must contact Crunch Care Customer Support prior to the end of the membership term.** No refunds or credits will be issued by Crunch Care after the account has been billed. It is at the sole discretion of Crunch Care should the Client request a refund or credit under special circumstances.

If any fees, charges, costs or portions thereof are not paid when due, Crunch 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 .833% per month (TEN PERCENT [10%] 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, costs and interest incurred relating to the collection activity will be added to Client's original balance and become payable to Crunch Care according to the terms of this Agreement. Finally, Client agrees to pay Crunch Care any fees, charges or costs Crunch Care incurs for non-payment of Crunch Care's fees, charges or costs for any reason.

6. Confidential Information

6.1 Both parties may receive information that is proprietary, trade secret or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential, trade secret or proprietary information will be imputed to Crunch Care as a result of temporary Referrals' or Assigned Referrals' access to such information.

7. Cooperation

The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Referrals.

8. Minimum Hours per Day (4 Hours)

Client understands and agrees that there is a four hour minimum for any assignment of an Assigned Referral. If Client limits an Assigned Referral's work day to fewer than 4 hours, Crunch Care will charge Client standard referral fee and Client agrees to pay for 4 hours of work to Assigned Referral.

9. Inducement of Breach

9.1 Client understands and agrees that Crunch Care incurs significant expense finding, recruiting, training and retaining its Referrals. Client understands and agrees not to share the identity of all Referrals referred by Crunch Care's efforts with any third party. Client further understands and agrees that the departure of Crunch Care's Referrals represents a significant financial hardship to Crunch Care. Further, Client understands and agrees that the precise amount of damages suffered by Crunch Care may be difficult to determine.

Thus, if Client violates section 3 and or 4.1 of this Agreement, Client agrees to pay Crunch Care liquidated damages – and not as a penalty – of \$3,000. Client acknowledges and agrees that this liquidated damages amount is fair and reasonable.

9.2 Client agrees that it shall pay Crunch Care all fees as described in this Agreement and its attached exhibits and documents as a result of any contract, employment or other engagement between a Crunch Care Referral and Client. Client further agrees to pay to Crunch Care all costs and attorney's fees incurred by Crunch Care in the enforcement of this provision.

10. Nature of Relationship

Nothing in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Crunch Care and Client.

11. DISCLAIMER/WAIVER/HOLD HARMLESS/LIMITATION OF LIABILITY

To the maximum extent permitted by law, Crunch Care assumes no liability or responsibility for, and makes no representations or warranties about, any information, material, errors, omissions, services, candidates, applicants, referrals potential referrals (including but not limited to the qualifications or performance of individuals) it provides to Client. Client understands and agrees that Client's use of Crunch Care's services is at Client's own risk. Except as specified in this Agreement, Crunch Care does not provide and specifically disclaims any express or implied guarantees or warranties to Client.

By signing this document, Client hereby waives and releases Crunch Care and its owners, agents, referrals, officers, directors, 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, 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 Crunch Care and its owners, agents, referrals, officers, directors, representatives, attorneys and affiliated entities harmless against any damages or liability whatsoever arising out of or in any way in connection with the placement, employment or association of any person referred to Client by Crunch 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 fees received by or owed to Crunch 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.

12. Miscellaneous

This Agreement shall be governed by and interpreted according to the laws of the State of California. Any action or proceeding commenced regarding this Agreement shall be brought in San Diego County, California.

Provisions of this Agreement, which by their terms extend beyond the termination or non-renewal of this Agreement shall remain effective after termination or non-renewal.

This Agreement and the attached exhibits are entered into by Crunch Care and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement and the attached exhibits constitute the entire agreement between Crunch Care and Client and supersede all prior oral and written agreements between Crunch 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 Crunch 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.

13. Terms of Agreement

This Agreement will be for a term of 1 (one) year from the first date on which both parties have executed it. **The term of this Agreement shall be deemed renewed for a specified additional period of time of 1 year or more annually unless the Client gives notice to Crunch Care of an intention to cancel services at the expiration of the term due to expire, Crunch Care must give notice to the Client as provided in this section.** The Agreement may be terminated by either party upon 30 (thirty) days written notice to the other party, except that, if a party becomes insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 72 (seventy-two) hours written notice.

I have been told that TrustLine® is California's registry of in-home child care providers, tutors and in-home counselors who have passed a background screening. It was created by the California Legislature in 1987 and is a powerful resource for parents hiring a nanny or baby-sitter. caregivers listed with TrustLine® have been cleared through a fingerprint check of records at the California Department of Justice. This means they have no disqualifying criminal convictions or substantiated child abuse reports in California. TrustLine® is administered by the California Department of Social Services and the non-profit Child Care Resource and Referral Network. It is endorsed by the California Academy of Pediatrics. For more information visit www.trustline.org. An employment agency is prohibited by law from placing a child care provider unless the provider is a Trustline® applicant or a registered child care provider. Parents can check if a provider is registered on TrustLine® by calling 1-800-822-8490. You'll need to provide (1) the person's full name and (2) driver's license number.

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 Name Printed

Client Signature

Date

Crunch Care Inc. By: Stacie Steelman, President/CEO
8895 Towne Center Drive
Suite 105
San Diego, CA 92122

Date

Exhibit A
Rate Schedule Short-Term Care and Care Club Services

For the purposes of Exhibit A above, the "Service Fee" is defined as the fee Crunch Care charges for locating, recruiting and signing a caregiver on behalf of the Client.

Service Fees

Care Club Members	Pay-as-you-go Clients
<p>-Annual Membership-\$225 -Daily referral fee- \$12 -Overnight referral fee-\$30 -Night Nanny/Nurse referral fee-\$25</p> <p><i>If you book more than 12 shifts per year (just once per month) it is cost effective to become a member.</i></p>	<p>-Annual Membership-\$0 (n/a) -Daily referral fee-\$30 -Overnight referral fee-\$50 -Night Nanny/Nurse referral fee-\$40</p>
<p>Per-Booking Referral Rates (Hourly Rate for Service per rate schedule to follow)</p> <p>-\$10 surcharge for Holiday referrals -\$15 surcharge for next day or same day referrals *Cancellation policy-no refunds once shift is booked, if cancel within 24 hours \$30 cancellation fee applies</p>	

Client Name Printed

Client Signature

Date

Crunch Care Inc. By: Stacie Steelman, President/CEO
8895 Towne Center Drive
Suite 105
San Diego, CA 92122

Date



**Long-Term Care
Direct Referral/Hire Agreement**

For the purposes of the Direct Referral Agreement as stated above, the "Service Fee" is defined as the fee Crunch Care charges for locating, recruiting and signing a caregiver on behalf of Client.

1. Crunch Care's Duties

Recruit and screen Referral to perform the type of work described Client Application under Client's supervision. Crunch Care will make reasonable efforts to refer candidates based upon Client's stated needs according to applicable law. However, Client understands and agrees that Crunch Care makes no guarantees, representations or warranties about the qualifications, ability, credentials, suitability, or performance of the candidates referred. Signing up with or paying Crunch Care does not guarantee that it will find a suitable candidate, replacement candidate for Client.

2. Direct Referral Fees

Client agrees to pay a \$250 (\$600 on Live-In search) non-refundable fee to Crunch Care in order to begin a caregiver search. Payment will be made via credit card over the telephone. \$250 (\$600 on Live-In search) fee will be applied towards total fee upon final payment.

In the event that Crunch Care is unable to find a suitable caregiver for Client within 60 days of signing this Agreement, Crunch Care will continue Client's search until it finds a suitable placement or until the Agreement is terminated.

The direct hire fees are:

\$2400 Live-In, mandatory Trustline® fee included, DMV included upon request

\$1850 Full-Time (30 hours per week or more), mandatory Trustline® fee included, DMV included upon request

\$1350 Part-Time (29 hours per week and under), mandatory Trustline® fee included, DMV included upon request

For certain positions custom fees will apply.

The fee is non-refundable and will be charged via credit or debit card at the time the offer is made to the caregiver subject to the terms and conditions of this Agreement.

If the direct hire's hours increase during the time of the placement, Client will be billed and agrees to pay Crunch Care for the additional fees owed for such an increased hour placement pursuant to this Agreement.

3. Payment Terms, Bill Rates, and Fees

3.1 Client agrees to pay Crunch Care for its performance at the rates set forth in this Agreement and also agrees to pay any additional costs or fees set forth in this Agreement, subject to the terms and conditions of this Agreement.

3.2 Client agrees to provide Crunch Care with a valid credit or debit card in order for Crunch Care to charge Client Referral fee, Membership fee, and or Candidate Crunching fee. Crunch Care will charge Client and Client agrees to pay for services provided under this Agreement.

3.3 All fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement.

If any fees, charges, costs or portions thereof are not paid when due, Crunch 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 .833% per month (TEN PERCENT [10%] 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, costs and interest incurred relating to the collection activity will be added to Client's original balance and become payable to Crunch Care according to the terms of this Agreement. Finally, Client agrees to pay Crunch Care any fees, charges or costs Crunch Care incurs for non-payment of Crunch Care's fees, charges or costs for any reason.

4. Replacements, Refunds, and Credit

Upon fulfillment of the conditions listed herein, subject and limited to the terms of this Agreement, if Client notifies Crunch Care in writing that the bought out Referral has left Client's employment within 120 days of the buy out transaction, Crunch Care will make reasonable efforts for 60 days from the bought out Referral's last day of employment with Client to provide additional referrals to Client. Referral Trustline[®] and additional background checks will be at the expense of the Client. Crunch Care's obligation to make reasonable efforts to provide additional referrals is expressly conditioned on Client's (1) satisfaction of all of its obligations under this Agreement, including but not limited to payment of all Crunch Care's fees and charges in a timely manner; (2) abiding by all applicable laws; and (3) not engaging in any acts of moral turpitude. Determining compliance with these conditions is in the sole and absolute discretion of Crunch Care.

If Client fails to satisfy all of these aforementioned conditions, Crunch Care shall have no further obligations to Client. Further, Crunch Care shall be obligated to make reasonable efforts to provide additional referrals to Client only for the initial bought out Referral Client hires or otherwise engages from Crunch Care. Crunch Care is under no obligation to make reasonable efforts to provide additional referrals if any Referral leaves after the initial bought out Referral leaves Client's employment for any reason or at any time. Crunch Care's obligation to make reasonable efforts to provide additional referrals shall not apply if the bought out Referral gives Client notice of his or her intention to terminate his or her employment with Client at the end of the applicable 120 day period as stated herein or any time thereafter.

If the Referral has left Client's employment after 120 day period the following credit policy applies:

Termination from start of paid employment and % of Referral Fee credited toward new search (not including background check fees, \$134 Trustline[®] Fee mandatory on replacement)

Between 121-270 days -45%

Between 271-365 days -30%

5. Release of Liability

Client agrees and understands that it is ultimately responsible for screening, interviewing, hiring, compensation and payment as well as all other acts of due diligence to decide on Client's direct placement referral.

Additionally, Client understands and agrees that Crunch Care does not employ or exercise control or discretion over direct placement referrals and disclaims all responsibilities for direct placement referral(s)' conduct or omissions. Accordingly, Client agrees and understands that Crunch Care is not responsible or liable for any actions, omissions or negligence by the direct placement referral(s). Client warrants that Crunch Care's responsibilities are to act as a referring agent. Therefore Crunch Care's obligation(s) will be deemed fulfilled upon the placement of the caregiver.

6. Client as Employer of Direct Placement Referral

Client understands and agrees that the direct placement referral'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 direct placement referral. Crunch Care will not be responsible for the direct placement referral's direction, supervision, control or compensation, and Crunch Care

is not the direct placement referral's employer or co-employer with Client. Rather, Client will be solely responsible for the direct placement referral's direction, supervision, control and compensation, and Client understands and agrees that it is the direct placement referral's employer. Accordingly, Client understands and agrees that it will be responsible for all employer related taxes, withholdings, obligations and requirements according to applicable law.

7. Subsequent Hiring & Confidential Information

Client agrees that if Client hires or otherwise engages any individual introduced to Client by Crunch Care, then Client expressly acknowledges and agrees to pay Crunch Care its full applicable fee pursuant to this Agreement. Further, Client understands and agrees that all direct placement referrals' profiles and other information are to be kept strictly confidential and are to be used only in conjunction with Crunch Care's direct placement referral services. If Client provides information about any direct placement referral candidate to another party and the other party hires the direct placement without compensating Crunch Care its full placement fee, Client will be responsible for paying Crunch Care's full placement fee as if Crunch Care had placed the direct placement referral with a client.

8. Background Checks

For an additional fee a background check can be executed by PFC Information Services including a Social Security Scan and a Criminal Background Check in the county or counties of primary residence. Crunch Care does not warrant the results of any checks or test performed by third parties. TrustLine®, included in the placement fee, typically takes 4-6 weeks to return results. Additional background checks can be submitted upon request of Client.

9. Nature of Relationship

Nothing in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Crunch Care and Client.

10. DISCLAIMER/WAIVER/HOLD HARMLESS/LIMITATION OF LIABILITY

To the maximum extent permitted by law, Crunch Care assumes no liability or responsibility for, and makes no representations or warranties about, any information, material, errors, omissions, services, candidates, applicants, referrals potential referrals (including but not limited to the qualifications or performance of individuals) it provides to Client. Client understands and agrees that Client's use of Crunch Care's services is at Client's own risk. Except as specified in this Agreement, Crunch Care does not provide and specifically disclaims any express or implied guarantees or warranties to Client.

By signing this document, Client hereby waives and releases Crunch Care and its owners, agents, referrals, officers, directors, 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, 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 Crunch Care and its owners, agents, referrals, officers, directors, representatives, attorneys and affiliated entities harmless against any damages or liability whatsoever arising out of or in any way in connection with the placement, employment or association of any person referred to Client by Crunch 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 fees received by or owed to Crunch 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.

11. Miscellaneous

This Agreement shall be governed by and interpreted according to the laws of the State of California. Any action or proceeding commenced regarding this Agreement shall be brought in San Diego County, California.

Provisions of this Agreement, which by their terms extend beyond the termination or non-renewal of this Agreement shall remain effective after termination or non-renewal.

This Agreement and the attached exhibits are entered into by Crunch Care and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement and the attached exhibits constitute the entire agreement between Crunch Care and Client and supersede all prior oral and written agreements between Crunch 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 Crunch 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.

12. Terms of Agreement

This Agreement will be for a term of 1 (one) year from the first date on which both parties have executed it. **The term of this Agreement shall be deemed renewed for a specified additional period of time of 1 year or more annually unless the Client gives notice to Crunch Care of an intention to cancel services at the expiration of the term due to expire, Crunch Care must give notice to the Client as provided in this section.** The Agreement may be terminated by either party upon 30 (thirty) days written notice to the other party, except that, if a party becomes insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 72 (seventy-two) hours written notice.

I have been told that TrustLine® is California's registry of in-home child care providers, tutors and in-home counselors who have passed a background screening. It was created by the California Legislature in 1987 and is a powerful resource for parents hiring a nanny or baby-sitter. All caregivers listed with TrustLine® have been cleared through a fingerprint check of records at the California Department of Justice. This means they have no disqualifying criminal convictions or substantiated child abuse reports in California. TrustLine® is administered by the California Department of Social Services and the non-profit Child Care Resource and Referral Network. It is

endorsed by the California Academy of Pediatrics. For more information visit www.trustline.org. An employment agency is prohibited by law from placing a child care provider unless the provider is a Trustline® applicant or a registered child care provider. Parents can check if a provider is

registered on TrustLine® by calling 1-800-822-8490. You'll need to provide (1) the person's full name and (2) driver's license number.

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 Name Printed

Client Signature

Date

Crunch Care Inc. By: Stacie Steelman, President/CEO
8895 Towne Center Drive
Suite 105
San Diego, CA 92122

Date



Candidate Crunching/Professional Interview Agreement

Candidate Crunching-Review/evaluation of pre-screened caregiver by Crunch Care
For the purposes of Candidate Crunching Agreement the "Service Fee" is defined as the fee Crunch Care charges for interviewing and performing reference checks on a caregiver on behalf of Client.

1. Candidate Crunch Fee

1.1 Client agrees to pay the full fee of package for Crunch Care to begin a caregiver screening. The charge is non-refundable. Payment will be made via credit card over the telephone.

1.2 The Candidate Crunch fee varies upon selected criteria determined by Client. Additional background checks including required TrustLine® Registry processing for residents of the State of California are available at the expense of Client. The fee is non-refundable and will be charged via credit or debit card at the time the Client Agreement is signed.

A general outline of the fees are as follows dependant upon selection of services:

-**Basic Candidate Crunch** (care provider screening service)-includes professional interview, up to 3 professional references, and Candidate Crunch Report and Evaluation-\$300

-**Advanced Candidate Crunch** (care provider screening service)-includes professional interview, up to 3 professional references, one standard background check package including DMV, and Candidate Crunch Report and Evaluation (see below for CA pricing)-\$435

-**Candidate Crunching California** (care provider screening service)-includes professional interview, up to 3 professional references, Trustline® including DMV, and Candidate Crunch Report and Evaluation

-\$522

2. Fee Inclusive Of

- 2.1 Assessment of your family's "most desired" nanny qualities
- 2.2 Face-to-face interview conducted by a professional recruiter, hiring manager, and mom
- 2.3 Behavioral-based candidate assessment
- 2.4 Verification and examination of three to four professional references
- 2.5 Written recommendation of the candidate
- 2.6 Oversight of registration on Trustline®
- 2.7 Oversight and interpretation of additional background checking as requested
- 2.8 Enrollment of candidate in First Aid and CPR course (optional)

3. Payment Terms, Bill Rates, and Fees

3.1 Client agrees to pay Crunch Care for its performance at the rates set forth in this Agreement and also agrees to pay any additional costs or fees set forth in this Agreement, subject to the terms and conditions of this Agreement.

3.2 Client agrees to provide Crunch Care with a valid credit or debit card in order for Crunch Care to charge Client Referral fee, Membership fee, and or Candidate Crunching fee. Crunch Care will charge Client and Client agrees to pay for services provided under this Agreement.

3.3 All fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement.

If any fees, charges, costs or portions thereof are not paid when due, Crunch 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 .833% per month (TEN PERCENT [10%] 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, costs and interest incurred relating

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to the collection activity will be added to Client's original balance and become payable to Crunch Care according to the terms of this Agreement. Finally, Client agrees to pay Crunch Care any fees, charges or costs Crunch Care incurs for non-payment of Crunch Care's fees, charges or costs for any reason.

4. Release of Liability

Client understands and agrees that Crunch Care does not employ or exercise control or discretion over the referred and screened caregiver and disclaims all responsibilities for the referred and screened caregiver's conduct or omissions. Thus, Client agrees and understands that Crunch Care is not responsible or liable for any actions, omissions or negligence by the referred and screened caregiver as it pertains to the position the Client family hires this individual for. Client warrants that Crunch Care's responsibilities are to act as a referring agent. Therefore Crunch Care's obligation(s) will be deemed fulfilled upon the interview and screening of the caregiver. Client also agrees and understands that Client is ultimately responsible for screening, interviewing, hiring and all other acts of due diligence to decide on the chosen caregiver.

5. Background Checks

For an additional fee a background check can be executed by PFC Information Services including a Driving Record Check, a Social Security Scan and a Criminal Background Check in the county or counties of primary residence. Crunch Care does not warrant the results of any checks or test performed by third parties. An additional mandatory charge will be applied to Clients final bill for submittal to the TrustLine® Registry (CA Residents). TrustLine® typically takes 4-6 weeks to return results. Additional background checks can be submitted upon request of Client.

6. Nature of Relationship

Nothing in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Crunch Care and Client.

7. DISCLAIMER/WAIVER/HOLD HARMLESS/LIMITATION OF LIABILITY

To the maximum extent permitted by law, Crunch Care assumes no liability or responsibility for, and makes no representations or warranties about, any information, material, errors, omissions, services, candidates, applicants, referrals potential referrals (including but not limited to the qualifications or performance of individuals) it provides to Client. Client understands and agrees that Client's use of Crunch Care's services is at Client's own risk. Except as specified in this Agreement, Crunch Care does not provide and specifically disclaims any express or implied guarantees or warranties to Client.

By signing this document, Client hereby waives and releases Crunch Care and its owners, agents, referrals, officers, directors, 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, 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 Crunch Care and its owners, agents, referrals, officers, directors, representatives, attorneys and affiliated entities harmless against any damages or liability whatsoever arising out of or in any way in connection with the placement, employment or association of any person referred to Client by Crunch 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 fees received by or owed to Crunch 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.

8. Miscellaneous

This Agreement shall be governed by and interpreted according to the laws of the State of California. Any action or proceeding commenced regarding this Agreement shall be brought in San Diego County, California.

Provisions of this Agreement, which by their terms extend beyond the termination or non-renewal of this Agreement shall remain effective after termination or non-renewal.

This Agreement and the attached exhibits are entered into by Crunch Care and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement and the attached exhibits constitute the entire agreement between Crunch Care and Client and supersede all prior oral and written agreements between Crunch 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 Crunch 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.

9. Terms of Agreement

This Agreement will be for a term of 1 (one) year from the first date on which both parties have executed it. **The term of this Agreement shall be deemed renewed for a specified additional period of time of 1 year or more annually unless the Client gives notice to Crunch Care of an intention to cancel services at the expiration of the term due to expire, Crunch Care must give notice to the Client as provided in this section.** The Agreement may be terminated by either party upon 30 (thirty) days written notice to the other party, except that, if a party becomes insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 72 (seventy-two) hours written notice.

I have been told that TrustLine® is California's registry of in-home child care providers, tutors and in-home counselors who have passed a background screening. It was created by the California Legislature in 1987 and is a powerful resource for parents hiring a nanny or baby-sitter. All caregivers listed with TrustLine® have been cleared through a fingerprint check of records at the California Department of Justice. This means they have no disqualifying criminal convictions or substantiated child abuse reports in California. TrustLine® is administered by the California Department of Social Services and the non-profit Child Care Resource and Referral Network. It is endorsed by the California Academy of Pediatrics. For more information visit www.trustline.org.

Candidate Crunching/Professional Interview Agreement
Page 4

An employment agency is prohibited by law from placing a child care provider unless the provider is a Trustline® applicant or a registered child care provider. Parents can check if a provider is registered on TrustLine® by calling 1-800-822-8490. You'll need to provide (1) the person's full name and (2) driver's license number.

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 Name Printed

Client Signature

Date

Crunch Care Inc. By: Stacie Steelman, President/CEO
8895 Towne Center Drive
Suite 105
San Diego, CA 92122

Date



Crunch Care, LLC., with its principal office located at 4581 Weston Road, Suite 321, Weston, FL 33331 (“Crunch Care” or “Crunch Care LLC” or “We” or “Us”), and _____ residing or located at _____ (“Client”) agree to the terms and conditions set forth in the Family/Client Agreements (the “Agreement”).

If you object to anything in this agreement or the Privacy Policy, do not use the Site or the Service.

Short-Term Care and Care Club Referral Service Agreement

1. Crunch Care’s Duties

Crunch Care will make reasonable efforts to:

Recruit, screen, and assign its Referrals (“Assigned Referrals”) to perform the type of work described on Exhibit A under Client’s supervision. Crunch Care will make reasonable efforts to refer candidates based upon Client’s stated needs according to applicable law. However, Client understands and agrees that Crunch Care makes no guarantees, representations or warranties about the qualifications, ability, credentials, suitability, or performance of the candidates referred or Assigned Referrals. Signing up with or paying Crunch Care does not guarantee that it will find a suitable candidate, replacement candidate or Assigned Referral for Client.

2. Client’s Duties

Client will:

- 2.1 Properly supervise Assigned Referrals performing its work and be responsible for its operations and services;
- 2.2 Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Referrals to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Crunch Care’s express prior written approval or as strictly required by the job description provided to Crunch Care;
- 2.3 Provide Assigned Referrals with a safe work site and/or home and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the home or work site;
- 2.4 Not change Assigned Referrals’ job duties without Crunch Care’s express prior written approval;

3. Non-Solicitation

During the term of this agreement and for one year thereafter, Client agrees not to solicit, entice, encourage or induce any temporary Referral or Assigned Referral of Crunch Care or any of its subsidiaries, or who is associated with or under contract with Crunch Care, with whom Client worked, to become employed by or associated with any person, firm or corporation other than Crunch Care. Client agrees not to approach any such person described above for such purpose

or authorize or knowingly approve the taking of such actions by any other person, firm or corporation or assist any such person, firm or corporation in taking such action.

4. Limited Non-Competition & Exclusivity

4.1 Using the services of a Crunch Care Referral with whom Client worked as its own Assigned Direct Referral, as an independent contractor, or through any person or firm other than Crunch Care, during or within 365 days after any assignment of a temporary or Assigned Referral to Client from Crunch Care is prohibited and subject to the provisions of Section 11 in this Agreement unless Client contracts for Direct Referral services with Crunch Care as indicated in Exhibit B or unless client buys out the Crunch Care Referral as set forth in Exhibit A.

4.2 Client understands and agrees that any violations of this Agreement may entitle Crunch Care to pursue any and all legal and equitable remedies against Client, including but not limited to injunctive relief to enforce the Agreement's terms or prohibit violations of the Agreement.

5. Payment Terms, Bill Rates, and Fees

5.1 Client agrees to pay Crunch Care for its performance at the rates set forth in this Agreement and also agrees to pay any additional costs or fees set forth in this Agreement, subject to the terms and conditions of this Agreement.

5.2 Client agrees to provide Crunch Care with a valid credit or debit card in order for Crunch Care to charge Client Referral fee, Membership fee, and or Candidate Crunching fee. Crunch Care will charge Client and Client agrees to pay for services provided under this Agreement.

5.3 If Client exceeds the amount or level of care stated in Client's documentation to Crunch Care, including but not limited to situations involving the Crunch Care Referral caring for additional infants, children or senior clients, Client agrees to pay Referral additional suggested fee per hour per extra individual cared for. Care is staffed at an appropriate ratio per Client Application at the time of booking. Should the amount of babies, children, or senior clients vary from the Client Application, Client must immediately contact Crunch Care to re-staff the position. If Client fails to notify Crunch Care of the change in staffing needs prior to the job, Client agrees that Crunch Care will be held harmless of all liability in all circumstances regarding the job.

5.4 All fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement.

5.5 Clients are required to pay for annual Care Club membership online when available. Client agrees to pay all charges that are in effect at the time of purchase. **The membership of Clients to The Care Club will automatically renew at the end of the term. To cancel a membership the Client must contact Crunch Care Customer Support prior to the end of the membership term.** No refunds or credits will be issued by Crunch Care after the account has been billed. It is at the sole discretion of Crunch Care should the Client request a refund or credit under special circumstances.

If any fees, charges, costs or portions thereof are not paid when due, Crunch 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 .833% per month (TEN PERCENT [10%] 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, costs and interest incurred relating to the collection activity will be added to Client's original balance and become payable to Crunch Care according to the terms of this Agreement. Finally, Client agrees to pay Crunch Care any fees, charges or costs Crunch Care incurs for non-payment of Crunch Care's fees, charges or costs for any reason.

6. Confidential Information

6.1 Both parties may receive information that is proprietary, trade secret or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential, trade secret or proprietary information will be imputed to Crunch Care as a result of temporary Referrals' or Assigned Referrals' access to such information.

7. Cooperation

The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Referrals.

8. Minimum Hours per Day (4 Hours)

Client understands and agrees that there is a four hour minimum for any assignment of an Assigned Referral. If Client limits an Assigned Referral's work day to fewer than 4 hours, Crunch Care will charge Client standard referral fee and Client agrees to pay for 4 hours of work to Assigned Referral.

9. Inducement of Breach

9.1 Client understands and agrees that Crunch Care incurs significant expense finding, recruiting, training and retaining its Referrals. Client understands and agrees not to share the identity of all Referrals referred by Crunch Care's efforts with any third party. Client further understands and agrees that the departure of Crunch Care's Referrals represents a significant financial hardship to Crunch Care. Further, Client understands and agrees that the precise amount of damages suffered by Crunch Care may be difficult to determine.

Thus, if Client violates section 3 and or 4.1 of this Agreement, Client agrees to pay Crunch Care liquidated damages – and not as a penalty – of \$3,000. Client acknowledges and agrees that this liquidated damages amount is fair and reasonable.

9.2 Client agrees that it shall pay Crunch Care all fees as described in this Agreement and its attached exhibits and documents as a result of any contract, employment or other engagement between a Crunch Care Referral and Client. Client further agrees to pay to Crunch Care all costs and attorney's fees incurred by Crunch Care in the enforcement of this provision.

10. Nature of Relationship

Nothing in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Crunch Care and Client.

11. DISCLAIMER/WAIVER/HOLD HARMLESS/LIMITATION OF LIABILITY

To the maximum extent permitted by law, Crunch Care assumes no liability or responsibility for, and makes no representations or warranties about, any information, material, errors, omissions, services, candidates, applicants, referrals potential referrals (including but not limited to the qualifications or performance of individuals) it provides to Client. Client understands and agrees that Client's use of Crunch Care's services is at Client's own risk. Except as specified in this Agreement, Crunch Care does not provide and specifically disclaims any express or implied guarantees or warranties to Client.

By signing this document, Client hereby waives and releases Crunch Care and its owners, agents, referrals, officers, directors, 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, 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 Crunch Care and its owners, agents, referrals, officers, directors, representatives, attorneys and affiliated entities harmless against any damages or liability whatsoever arising out of or in any way in connection with the placement, employment or association of any person referred to Client by Crunch 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 fees received by or owed to Crunch 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.

12. Miscellaneous

This Agreement shall be governed and interpreted according to the laws of the State of Florida for Crunch Care LLC of South Florida. Any action or proceeding commenced regarding this Agreement shall be brought in Broward County, Florida.

Provisions of this Agreement, which by their terms extend beyond the termination or non-renewal of this Agreement shall remain effective after termination or non-renewal.

This Agreement and the attached exhibits are entered into by Crunch Care and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement and the attached exhibits constitute the entire agreement between Crunch Care and Client and supersede all prior oral and written agreements between Crunch 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 Crunch 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.

13. Terms of Agreement

This Agreement will be for a term of 1 (one) year from the first date on which both parties have executed it. **The term of this Agreement shall be deemed renewed for a specified additional period of time of 1 year or more annually unless the Client gives notice to Crunch Care of an intention to cancel services at the expiration of the term due to expire, Crunch Care must give notice to the Client as provided in this section.** The Agreement may be terminated by either party upon 30 (thirty) days written notice to the other party, except that, if a party becomes insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 72 (seventy-two) hours written notice.

Short-Term Care and Care Club Referral Service Agreement

Page 5

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 Name Printed

Client Signature

Date

Crunch Care LLC By: Joanna Harris and/or Stephanie Ross, Owners
4581 Weston Road
Suite 321
Weston, FL 33331

Date

Exhibit A
Rate Schedule Short-Term Care and Care Club Services

For the purposes of Exhibit A above, the "Service Fee" is defined as the fee Crunch Care charges for locating, recruiting and signing a caregiver on behalf of the Client.

Service Fees

Care Club Members	Pay-as-you-go Clients
<ul style="list-style-type: none">-Annual Membership-\$225-Daily referral fee- \$12-Overnight referral fee-\$30-Night Nanny/Nurse referral fee-\$25 <p><i>If you book more than 12 shifts per year (just once per month) it is cost effective to become a member.</i></p>	<ul style="list-style-type: none">-Annual Membership-\$0 (n/a)-Daily referral fee-\$30-Overnight referral fee-\$50-Night Nanny/Nurse referral fee-\$40
<p>Per-Booking Referral Rates (Hourly Rate for Service per rate schedule to follow)</p> <ul style="list-style-type: none">-\$10 surcharge for Holiday referrals-\$15 surcharge for next day or same day referrals*Cancellation policy-no refunds once shift is booked, if cancel within 24 hours \$30 cancellation fee applies	

Client Name Printed

Client Signature

Date

Crunch Care LLC By: Joanna Harris and/or Stephanie Ross, Owners
4581 Weston Road
Suite 321
Weston, FL 33331

Date



Crunch Care, LLC., with its principal office located at 4581 Weston Road, Suite 321, Weston, FL 33331 (“Crunch Care” or “Crunch Care LLC” or “We” or “Us”), and _____ residing or located at _____ (“Client”) agree to the terms and conditions set forth in the Family/Client Agreements (the “Agreement”).

If you object to anything in this agreement or the Privacy Policy, do not use the Site or the Service.

Long-Term Care Direct Referral/Hire Agreement

For the purposes of the Direct Referral Agreement as stated above, the “Service Fee” is defined as the fee Crunch Care charges for locating, recruiting and signing a caregiver on behalf of Client.

1. Crunch Care’s Duties

Recruit and screen Referral to perform the type of work described Client Application under Client’s supervision. Crunch Care will make reasonable efforts to refer candidates based upon Client’s stated needs according to applicable law. However, Client understands and agrees that Crunch Care makes no guarantees, representations or warranties about the qualifications, ability, credentials, suitability, or performance of the candidates referred. Signing up with or paying Crunch Care does not guarantee that it will find a suitable candidate, replacement candidate for Client.

2. Direct Referral Fees

Client agrees to pay a \$250 non-refundable fee to Crunch Care in order to begin a caregiver search. Payment will be made via credit card over the telephone. \$250 fee will be applied towards total fee upon final payment.

In the event that Crunch Care is unable to find a suitable caregiver for Client within 60 days of signing this Agreement, Crunch Care will continue Client’s search until it finds a suitable placement or until the Agreement is terminated.

The direct hire fees are:

\$1800 Live-In plus the cost of background checks

\$1200 (35 hours or more per week) plus the cost of background checks

\$1000 (20-34 hours per week) plus the cost of background checks

\$800 (19 hours or less per week) plus the cost of background checks

*For certain positions custom fees will apply.

The fee is non-refundable and will be charged via credit or debit card at the time the offer is made to the caregiver subject to the terms and conditions of this Agreement.

954-703-1701 or 877-553-4231

www.crunch-care.com

If the direct hire's hours increase during the time of the placement, Client will be billed and agrees to pay Crunch Care for the additional fees owed for such an increased hour placement pursuant to this Agreement.

3. Payment Terms, Bill Rates, and Fees

3.1 Client agrees to pay Crunch Care for its performance at the rates set forth in this Agreement and also agrees to pay any additional costs or fees set forth in this Agreement, subject to the terms and conditions of this Agreement.

3.2 Client agrees to provide Crunch Care with a valid credit or debit card in order for Crunch Care to charge Client Referral fee, Membership fee, and or Candidate Crunching fee. Crunch Care will charge Client and Client agrees to pay for services provided under this Agreement.

3.3 All fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement.

If any fees, charges, costs or portions thereof are not paid when due, Crunch 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 .833% per month (TEN PERCENT [10%] 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, costs and interest incurred relating to the collection activity will be added to Client's original balance and become payable to Crunch Care according to the terms of this Agreement. Finally, Client agrees to pay Crunch Care any fees, charges or costs Crunch Care incurs for non-payment of Crunch Care's fees, charges or costs for any reason.

4. Replacements, Refunds, and Credit

Upon fulfillment of the conditions listed herein, subject and limited to the terms of this Agreement, if Client notifies Crunch Care in writing that the bought out Referral has left Client's employment within 30 days of the buy out transaction, Crunch Care will make reasonable efforts for 30 days from the bought out Referral's last day of employment with Client to provide additional referrals to Client.

Crunch Care's obligation to make reasonable efforts to provide additional referrals is expressly conditioned on Client's (1) satisfaction of all of its obligations under this Agreement, including but not limited to payment of all Crunch Care's fees and charges in a timely manner; (2) abiding by all applicable laws; and (3) not engaging in any acts of moral turpitude. Determining compliance with these conditions is in the sole and absolute discretion of Crunch Care.

If Client fails to satisfy all of these aforementioned conditions, Crunch Care shall have no further obligations to Client. Further, Crunch Care shall be obligated to make reasonable efforts to provide additional referrals to Client only for the initial bought out Referral Client hires or otherwise engages from Crunch Care. Crunch Care is under no obligation to make reasonable efforts to provide additional referrals if any Referral leaves after the initial bought out Referral leaves Client's employment for any reason or at any time. Crunch Care's obligation to make reasonable efforts to provide additional referrals shall not apply if the bought out Referral gives Client notice of his or her intention to terminate his or her employment with Client at the end of the applicable 30 day period as stated herein or any time thereafter.

If the Referral has left Client's employment after 30 day period the following credit policy applies:

Termination from start of paid employment and % of Referral Fee credited toward new search
(not including background check fees)

Between 31-90 days-70%
Between 91-120 days-40%
Between 121-270 days-20%
Between 271-365 days -10%

5. Release of Liability

Client agrees and understands that it is ultimately responsible for screening, interviewing, hiring, compensation and payment as well as all other acts of due diligence to decide on Client's direct placement referral.

Additionally, Client understands and agrees that Crunch Care does not employ or exercise control or discretion over direct placement referrals and disclaims all responsibilities for direct placement referral(s)' conduct or omissions. Accordingly, Client agrees and understands that Crunch Care is not responsible or liable for any actions, omissions or negligence by the direct placement referral(s). Client warrants that Crunch Care's responsibilities are to act as a referring agent. Therefore Crunch Care's obligation(s) will be deemed fulfilled upon the placement of the caregiver.

6. Client as Employer of Direct Placement Referral

Client understands and agrees that the direct placement referral'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 direct placement referral. Crunch Care will not be responsible for the direct placement referral's direction, supervision, control or compensation, and Crunch Care is not the direct placement referral's employer or co-employer with Client. Rather, Client will be solely responsible for the direct placement referral's direction, supervision, control and compensation, and Client understands and agrees that it is the direct placement referral's employer. Accordingly, Client understands and agrees that it will be responsible for all employer related taxes, withholdings, obligations and requirements according to applicable law.

7. Subsequent Hiring & Confidential Information

Client agrees that if Client hires or otherwise engages any individual introduced to Client by Crunch Care, then Client expressly acknowledges and agrees to pay Crunch Care its full applicable fee pursuant to this Agreement. Further, Client understands and agrees that all direct placement referrals' profiles and other information are to be kept strictly confidential and are to be used only in conjunction with Crunch Care's direct placement referral services. If Client provides information about any direct placement referral candidate to another party and the other party hires the direct placement without compensating Crunch Care its full placement fee, Client will be responsible for paying Crunch Care's full placement fee as if Crunch Care had placed the direct placement referral with a client.

8. Background Checks

For an additional fee a background check can be executed by PFC Information Services including a Driving Record Check, a Social Security Scan and a Criminal Background Check in the county or counties of primary residence. Crunch Care does not warrant the results of any checks or test performed by third parties. Additional background checks can be submitted upon request of Client.

9. Nature of Relationship

Nothing in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Crunch Care and Client.

10. DISCLAIMER/WAIVER/HOLD HARMLESS/LIMITATION OF LIABILITY

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By signing this document, Client hereby waives and releases Crunch Care and its owners, agents, referrals, officers, directors, 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, 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 Crunch Care and its owners, agents, referrals, officers, directors, representatives, attorneys and affiliated entities harmless against any damages or liability whatsoever arising out of or in any way in connection with the placement, employment or association of any person referred to Client by Crunch 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 fees received by or owed to Crunch 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.

11. Miscellaneous

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This Agreement and the attached exhibits are entered into by Crunch Care and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement and the attached exhibits constitute the entire agreement between Crunch Care and Client and supersede all prior oral and written agreements between Crunch 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 Crunch 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.

12. Terms of Agreement

This Agreement will be for a term of 1 (one) year from the first date on which both parties have executed it. **The term of this Agreement shall be deemed renewed for a specified additional period of time of 1 year or more annually unless the Client gives notice to Crunch Care of an intention to cancel services at the expiration of the term due to expire, Crunch Care must give notice to the Client as provided in this section.** The Agreement may be terminated by either party upon 30 (thirty) days written notice to the other party, except that, if a party becomes insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 72 (seventy-two) hours written notice.

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 Name Printed

Client Signature

Date

Crunch Care LLC By: Joanna Harris and/or Stephanie Ross, Owners
4581 Weston Road, Suite 321, Weston, FL 33331

Date



Candidate Crunching/Professional Interview Agreement

Candidate Crunching-Review/evaluation of pre-screened caregiver by Crunch Care

For the purposes of Candidate Crunching Agreement the "Service Fee" is defined as the fee Crunch Care charges for interviewing and performing reference checks on a caregiver on behalf of Client.

1. Candidate Crunch Fee

1.1 Client agrees to pay the full fee of package for Crunch Care to begin a caregiver screening. The charge is non-refundable. Payment will be made via credit card over the telephone.

1.2 The Candidate Crunch fee varies upon selected criteria determined by Client. Additional background checks are available at the expense of Client. The fee is non-refundable and will be charged via credit or debit card at the time the Client Agreement is signed.

A general outline of the fees are as follows dependant upon selection of services:

-Basic Candidate Crunch (care provider screening service)-includes professional interview, up to 3 professional references, and Candidate Crunch Report and Evaluation-\$300

-Advanced Candidate Crunch (care provider screening service)-includes professional interview, up to 3 professional references, one standard background check package including DMV, and Candidate Crunch Report and Evaluation-\$435

2. Fee Inclusive Of

- 2.1 Assessment of your family's "most desired" nanny qualities
- 2.2 Face-to-face interview conducted by a professional recruiter, hiring manager, and mom
- 2.3 Behavioral-based candidate assessment
- 2.4 Verification and examination of three to four professional references
- 2.5 Written recommendation of the candidate
- 2.7 Oversight and interpretation of additional background checking as requested
- 2.8 Enrollment of candidate in First Aid and CPR course (optional)

3. Payment Terms, Bill Rates, and Fees

3.1 Client agrees to pay Crunch Care for its performance at the rates set forth in this Agreement and also agrees to pay any additional costs or fees set forth in this Agreement, subject to the terms and conditions of this Agreement.

3.2 Client agrees to provide Crunch Care with a valid credit or debit card in order for Crunch Care to charge Client Referral fee, Membership fee, and or Candidate Crunching fee. Crunch Care will charge Client and Client agrees to pay for services provided under this Agreement.

3.3 All fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement.

If any fees, charges, costs or portions thereof are not paid when due, Crunch 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 .833% per month (TEN PERCENT [10%] 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, costs and interest incurred relating to the collection activity will be added to Client's original balance and become payable to Crunch Care according to the terms of this Agreement. Finally, Client agrees to pay Crunch Care any fees, charges or costs Crunch Care incurs for non-payment of Crunch Care's fees, charges or costs for any reason.

877-553-4231

www.crunch-care.com

4. Release of Liability

Client understands and agrees that Crunch Care does not employ or exercise control or discretion over the referred and screened caregiver and disclaims all responsibilities for the referred and screened caregiver's conduct or omissions. Thus, Client agrees and understands that Crunch Care is not responsible or liable for any actions, omissions or negligence by the referred and screened caregiver as it pertains to the position the Client hires this individual for. Client warrants that Crunch Care's responsibilities are to act as a referring agent. Therefore Crunch Care's obligation(s) will be deemed fulfilled upon the interview and screening of the caregiver. Client also agrees and understands that Client is ultimately responsible for screening, interviewing, hiring and all other acts of due diligence to decide on the chosen caregiver.

5. Background Checks

For an additional fee a background check can be executed by PFC Information Services including a Driving Record Check, a Social Security Scan and a Criminal Background Check in the county or counties of primary residence. Crunch Care does not warrant the results of any checks or test performed by third parties. Additional background checks can be submitted upon request of Client.

6. Nature of Relationship

Nothing in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Crunch Care and Client.

7. DISCLAIMER/WAIVER/HOLD HARMLESS/LIMITATION OF LIABILITY

To the maximum extent permitted by law, Crunch Care assumes no liability or responsibility for, and makes no representations or warranties about, any information, material, errors, omissions, services, candidates, applicants, referrals potential referrals (including but not limited to the qualifications or performance of individuals) it provides to Client. Client understands and agrees that Client's use of Crunch Care's services is at Client's own risk. Except as specified in this Agreement, Crunch Care does not provide and specifically disclaims any express or implied guarantees or warranties to Client.

By signing this document, Client hereby waives and releases Crunch Care and its owners, agents, referrals, officers, directors, 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, 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 Crunch Care and its owners, agents, referrals, officers, directors, representatives, attorneys and affiliated entities harmless against any damages or liability whatsoever arising out of or in any way in connection with the placement, employment or association of any person referred to Client by Crunch 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 fees received by or owed to Crunch 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.

8. Miscellaneous

This Agreement shall be governed and interpreted according to the laws of the State of Florida for Crunch Care LLC of South Florida. Any action or proceeding commenced regarding this Agreement shall be brought in Broward County, Florida.

Provisions of this Agreement, which by their terms extend beyond the termination or non-renewal of this Agreement shall remain effective after termination or non-renewal.

This Agreement and the attached exhibits are entered into by Crunch Care and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement and the attached exhibits constitute the entire agreement between Crunch Care and Client and supersede all prior oral and written agreements between Crunch 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 Crunch 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.

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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.

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Candidate Crunching/Professional Interview Agreement
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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 Name Printed

Client Signature

Date

Crunch Care LLC By: Joanna Harris and/or Stephanie Ross, Owners
4581 Weston Road
Suite 321
Weston, FL 33331

Date