



## Crunch Care, Inc. Client Agreement Short Term Care Services

Crunch Care, Inc., with its principal office located at 8895 Town Center Drive, 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 this Client Agreement (the "Agreement").

### 1. Crunch Care Inc's Duties and Responsibilities

Crunch Care will make reasonable efforts to:

1.1 Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under Client's supervision at the locations specified on Exhibit A. 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 Employees. Signing up with or paying Crunch Care does not guarantee that it will find a suitable candidate, replacement candidate or Assigned Employee for Client.

### 2. Client's Duties and Responsibilities

Client will:

Properly supervise Assigned Employees performing its work and be responsible for its operations and services;

2.1 Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees 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;

2.2 Provide Assigned Employees 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;

2.3 Not change Assigned Employees' job duties without Crunch Care's express prior written approval; and

2.4 Exclude Assigned Employees from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

2.5 Unless otherwise documented upon signing the Agreement, Client agrees to limit the Assigned Employee to fewer than 50 miles of vehicular transport during



the weekly assignment hours and notify Crunch Care of the use of vehicular transport by caregiver

### 3. Non-Solicitation

3.1 During the term of this agreement and for one year thereafter, Client agrees not to solicit, entice, encourage or induce any temporary employee or Assigned Employee 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 employee with whom Client worked as its own direct employee, 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 Employee to Client from Crunch Care is prohibited and subject to the provisions of Section 9 in this Agreement unless Client contracts for Direct Placement services with Crunch Care as indicated in Exhibit B or unless client buys out the Crunch Care employee as set forth in Exhibit A. .

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, Cancellation Policy and Fees

5.1 Client agrees to pay Crunch Care for its performance at the rates set forth on Exhibit A 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 for work performed by any Crunch Care employees. Crunch Care will charge Client and Client agrees to pay for services provided under this Agreement on a weekly basis.

5.3 Client agrees to sign the time verification record upon the completion of the Crunch Care employee's daily assignment if required. If in the event Client cannot sign the time verification record, Client agrees to provide verification electronically via e-mail upon request. Any act which does not document the correct number of hours will be considered time fraud and is a violation of this Agreement and is prohibited.

5.5 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 employee caring for additional infants, or children Client agrees to pay Crunch Care an additional \$2.00 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 elder 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.

5.6 Client agrees to pay Crunch Care for an employee's premium work time (i.e. time and a half or double time when applicable) when an employee's work on assignment to Client would require premium pay and Client has authorized, directed, or allowed the employee to work such premium work time. Client's billing rate for time and a half and double time defined in Exhibit A.

5.7 In addition to the bill rates specified in Exhibit A, of this Agreement, Client agrees to pay Crunch Care the amount of any new or increased labor costs, including but not limited to additional wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels, associated with Client's assigned duties and that Crunch Care is legally required to pay until the parties agree on new bill rates. While the caregiver is employed by Crunch Care, Crunch Care is responsible for directly paying all caregiver wages and payroll taxes.

5.8 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.

5.9 Client agrees and understands that if a case is canceled after 5pm the day before care scheduled Client is responsible to pay for 4 hours of service fees. Client agrees to pay for a full day of service if care is canceled on the same day of service.

## 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 employees' or Assigned Employees' access to such information.



## 7. Cooperation

7.1 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 Employees.

## 8. Minimum Hours Per Day (4 Hours)

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

## 9. Inducement of Breach

9.1 Client understands and agrees that Crunch Care incurs significant expense finding, recruiting, training and retaining its employees. Client further understands and agrees that the departure of Crunch Care's employees 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 3.1 and or 4.1 of this Agreement, Client agrees to pay Crunch Care liquidated damages – and not as a penalty – of \$9,500. Client acknowledges and agrees that this liquidated damages amount is fair and reasonable.

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 employee 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

10.1 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

11.1 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, employees or potential employees (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, employees, 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, employees, 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 an employee or other 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

12.1 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 is 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 constitutes the entire agreement between Crunch Care and Client and supersedes 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 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.

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](http://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.

Crunch Care, Inc. Client Agreement Short Term Care Services

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Client Name Printed	Client Signature	Date
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Stacie Steelman, CEO

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Crunch Care Representative	Signature	Date
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## Exhibit A Rate Schedule

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.

### 1. Service Fees

- 1.1. Client agrees to pay with credit card entered online and will receive sales receipt weekly.
- 1.2. Client As Employer Buyout-Convert to Long Term or Direct Placement. Client understands and agrees that the buyout of a short term employee or Assigned Employee employee of Crunch Care is equal to a Direct Placement Referral fee based on annual salary or a minimum fee of \$5000 with no replacement period. 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.
- 1.3. Hourly rates for short term services or Assigned Employees with Crunch Care as the Employer are defined below.





Exhibit A  
Rate Schedule

Job Title or Description	Location	Hourly Bill Rate
Short Term Temporary Care Provider, Assigned Employee	On Site-Bill Rate Clarified on Booking Confirmation, overtime applicable for anything over 8 hours a day and 40 hours a week in California, and anything over 40 hours a week in other locations FSLA. Rates are subject to modification.	Rate range \$38.50-65 per hour and variable based on complexity and location of services. Final rate confirmed in booking confirmation to client.

Crunch Care, Inc. Client Agreement Short Term Care Services

\_\_\_\_\_  
Client Name Printed

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

Stacie Steelman, CEO

\_\_\_\_\_  
Crunch Care Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Crunch Care Inc. 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

1.1 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

2.2 Client agrees to pay a \$250, \$1000 on Live-In search, or \$2500 (based on level and complexity of search) non-refundable deposit to Crunch Care in order to begin a caregiver search. Deposit will be applied towards total fee upon final payment. \$750 cancellation fee will apply on any search within the first 45 days. After 46 days the cancellation fee will be 50% of the estimate on the search. If a client changes hours during Direct Placement Referral Search, the fee will be reconciled and billed to the correct amount. If a client changes position during search, a new deposit will be processed.

The direct hire fees are (\$5000 minimum fee):

15-18% of total annual gross with a 180-day replacement policy

20% of the total annual gross with a 180-day replacement policy, reserved for more complex searches and searches that require our team to travel (travel charges additional), this rate additionally applies to any search in the Los Angeles, San Francisco, Seattle, Portland, and New York regions

Additional background checks offered

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 Placement Referral'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. In the event that Crunch Care is unable to find a suitable caregiver for Client within 75 days of signing this Agreement, Crunch Care reserves the right to terminate 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 All fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement. 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

4.1 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 Direct Placement Referral has left Client's employment within applicable selected fee days of the buy out transaction, Crunch Care will make reasonable efforts for 30 days from the bought out Direct Placement 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. Replacement search will not apply for positions under 30 hours per week.

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 engagements 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 6 month start date from the date of hire as stated herein or any time thereafter.

#### 5. Release of Liability

5.1 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 Long Term Direct Placement Referral



6.1 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

7.1 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

8.1 Included in the initial Direct Placement Referral search a background check will be executed by Sterling 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

9.1 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

10.1 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.

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11.1 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

12.1 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](http://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

Crunch Care Inc. Long-Term Care Direct Referral/Hire Agreement

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Client Name Printed	Client Signature	Date
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Stacie Steelman, CEO

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Crunch Care Representative	Signature	Date
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