



CLIENT RECEIPT
1101 S. Capital of Texas Hwy, Bldg H Ste 200
Austin, TX 78746

Print Client's Full Name (first, last)

Print Nanny's Full Name (first, last)

Table with 4 columns: SERVICE DATE, Starting Time, Finish Time, TOTAL HOURS. Rows for days of the week (MON-SUN).

CATEGORY: [ ] Temp Nanny (Sitter) [ ] Temp Nanny Mgr
NUMBER OF CHILDREN: TRAVEL FEE: \$
TOTAL FOR SERVICES RENDERED: \$

I certify that the hours shown above represent total hours worked during the above dates as verified by the Client, and that I have been paid in full by the Client and will make no claim for compensation against MOM'S BEST FRIEND, INC. ("MBF").

X
Nanny Signature Social Security Number

Nanny Address (street address, city, state, zip)

I certify that the above hours are correct and that I have paid the Contractor in full as agreed. I authorize MBF to bill my credit card for its currently published referral fee for the above services rendered, in addition to any amounts I have already paid to the Contractor.

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## TERMS AND CONDITIONS

Please read these terms and conditions carefully as they state the terms of our agreement and specify important rights and responsibilities. By signing this time card, you (the "Client") accept these terms and conditions, and your signature represents your acceptance of the following agreement between you ("Client") and Mom's Best Friend, Inc. ("MBF"). This agreement is subject to any other terms and conditions already signed by Client and MBF. MBF is engaged in the business of identifying and interviewing persons seeking to serve as a Caregiver. The Client seeks the services of a Caregiver contractor through MBF's referral service. In consideration of the above and the following terms, the parties agree:

- Term:** The term of this Agreement shall be 1 year from the service date, such term to be renewed annually unless terminated by either party within 30 days of such automatic renewal.
- Extent of Investigation:** MBF will use reasonable efforts to determine whether the material information supplied by the Caregiver is consistent with information supplied by references and/or obtained through any other background checks performed by or on behalf of MBF. However, MBF cannot otherwise independently verify any information, nor does MBF represent or warrant the truth or accuracy of any information given by MBF to Client, whether given to MBF by the Caregiver, a reference, or persons conducting the background checks, obtained through interviews or otherwise.
- Caregiver as Independent Contractor:** Client agrees to pay the Caregiver directly for the Caregiver's services rendered pursuant to the MBF caregiver service schedule, which is available upon request. Client's failure to pay the Caregiver at time of service is grounds for termination of Client's membership in MBF with no refund. MBF is an independent contractor and is not the agent of the Client or Caregiver. Client understands that any Caregiver hired by Client is an independent contractor, and not an MBF agent or MBF employee. The decision whether to hire a referred Caregiver rests solely with the Client.
- Referral Fees:** The Client agrees to pay the amount due to MBF, as described in the MBF referral fee schedule, which is available upon request regardless of any payments made to or claims against the Caregiver. Client understands that this fee will be automatically charged to Client's credit card, and is subject to a four-hour minimum. Client agrees to pay a \$25 surcharge for a referral booked within 24 hours of the job or cancellation within 24 hours of the job.
- Release from Liability and Indemnity:** Client acknowledges that while MBF uses reasonable efforts to interview and investigate candidates as described above, MBF cannot guarantee the honesty, suitability, moral character, or any other qualifications for those persons serving as Caregiver. Client hereby releases MBF and its members, employees and agents ("MBF Parties") from and against any and all liabilities, losses, damages, costs, demands, suits, judgments, claims or expenses (including without limitation in-house and external attorneys' and experts' fees and disbursements) (collectively, "Liabilities") which Client or any other person may incur as a result of any action or inaction by a Caregiver referred by MBF. **Client will indemnify and hold the MBF Parties harmless from and against any and all Liabilities which any of them may incur as a result of any action or failure to act by any Caregiver referred by MBF, or arising out of this Agreement or the subject matter thereof. MBF shall only be liable to the Client for MBF's or its agent's gross negligence or intentional misconduct. Client assumes all other liabilities relating to or arising from this Agreement or the subject matter hereof, including without limitation any investigation or failure to investigate a Caregiver.** This release and indemnity is material additional consideration for MBF's agreement to refer Caregivers to Client. Client's obligations pursuant to this paragraph shall survive the termination of this Agreement.
- Further Employment of the Caregiver:** Client agrees that at all times during the terms of this Agreement and for one (1) year thereafter Client shall not directly or indirectly employ or induce any other person to employ any Caregiver referred to Client by MBF without securing the Caregiver through MBF under a separate Permanent Nanny Referral Agreement for a fee. Should the Client employ a Caregiver in violation of this clause, MBF shall be entitled to receive damages in the greater amount 15% of Caregiver's annual gross pay or \$3000 of liquidated damages due to the unascertainable harm incurred as a result of such violation.

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