

SERVICE AGREEMENT

Client(s) : Marion Welber Rate: 14.50/hr. Deposit: we have AOC deposit
Address: 164 Peachtree Circle, Mountain Brook, AL 35213
Services: To assist with Safety, mobility, assisting, bathing, mobility on
commode, light housekeeping, meal prep, red reminders

Every individual signing this Service Agreement (the "Agreement") is jointly and severally liable to Pahos, Inc. (dba Home Instead Senior Care, an independently owned and operated Home Instead franchise) (the "Provider") for the financial, restrictive covenants, and other obligations of this Agreement. Any individual signing on behalf of the named Client represents and warrants to Provider that they have the authority to enter into this Agreement on behalf of the named Client. All references in this Agreement to "Client" shall mean not only the Client, but also any Additional Responsible Party signing this Agreement. If the Client signs this Agreement along with the Additional Responsible Party(ies), the Additional Responsible Party(ies) represents that the Client has the capacity to enter into this Agreement.

RATES AND SERVICES: Client and Provider hereby agree that Provider will provide non-medical companionship, home care services and any other services (as detailed above) (the "Services") to Client for the Rates. Provider may change the Rates at any time, after written or verbal approval by the Client. Client's acceptance of Services thereafter shall confirm Client's acceptance of the new Rates. If the Services provided in one shift do not result in at least a continuous four (4) hours of Services, then Client shall be charged for a minimum four (4) hours of Services. Provider shall reasonably assist Client in obtaining insurance or other reimbursement for Services. Client agrees to pay Provider for all fees and charges for the Services as billed and when due. Client shall give Provider fourteen (14) calendar days advance notice of any termination; if Client provides less than 24 hours notice of termination; interruption or change of service schedule, then Client shall pay Provider for any Services scheduled during the 24 hours following Provider's oral or written receipt of such notice. **Provider may: (1) replace or remove any of Provider's employees from an assigned Client for any reason, and may arrange for a suitable substitute in order to provide Services; (2) conduct periodic and regular visits to Client to verify the quality of Services as well as evaluate the appropriate level of service; and (3) change the level of Services upon twenty-four (24) hour notice to the Client.** Furthermore, Client agrees to the following: (1) to communicate all schedule changes and proposed changes to the level of Services through Provider's business office (and not through the CareGiver); (2) to provide a safe work environment for Provider's employees at all times, free from hazards and conditions that may cause injury or illness to Provider's employees; (3) no gratuities, cash, gifts, or loans shall be given to Provider's employees without prior permission from the Provider; and (4) authorizes Provider to release care information, which may include personal and protected health information, to Client's physician or related healthcare professional, the facility of Client's choice, payor source, or accrediting/regulatory/consulting organizations, as appropriate, including releasing of Client's Care Plan to any third party designated by Client.

All Rates are computed at time and one half for New Year's Eve, New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and Christmas Day.

INCIDENTAL TRANSPORTATION: Client authorizes Provider to use Client's automobile as and when requested by Client in connection with the Services. Client shall continuously maintain proper registration, licensing and effective insurance providing coverage for authorized third party drivers of Client's automobile, including Provider and Provider's employees/contractors. If Provider's employees/contractors use a Provider or personal automobile to perform activities requested by Client, then Client shall pay Provider the business standard mileage rate as established by the Internal Revenue Service.

PAYMENT TERMS: Client paid Provider the Deposit. Within thirty (30) days after the termination of the engagement, Provider shall return any remaining Deposit balance after applying the Deposit to any outstanding invoices of Provider owed by Client. Provider generally prepares invoices on the 1st and 16th of each month. Client shall pay all invoices within ten (10) calendar days of the invoice date. **Client has 60 days from the date of receipt of a Provider invoice to dispute any charges, otherwise Client accepts the invoice as properly due and owing by the Client.** Client shall pay Provider all expenses, including Provider's attorneys' fees and costs, for Provider's collection of any amount due from Client to Provider. If Client's account is delinquent, then an interest payment of 1.5% shall accrue for each month during which the account is delinquent. Provider will send all invoices to the Client Address, unless the Client notifies Provider otherwise in writing. Provider will send a courtesy invoice to one additional address designated in writing by the Client.

NON-SOLICITATION: Client acknowledges that Provider's employees/contractors are a substantial asset and revenue source for Provider. Consequently, during this engagement and for a period of two (2) years following the termination of this engagement, Client shall not receive, accept, or solicit the services of any employee/contractor of Provider performing Services to the Client under this Agreement without the express written consent of the Provider - regardless of whether the employee/contractor was working independently or through an employment service. Should Client receive, accept, or solicit any such services after the termination of this engagement in violation of this Agreement, then Client agrees to pay \$10,000 to Provider as a liquidated damage (for each former Provider employee/contractor involved). Client is and will be the principal of any person purchasing or engaging services to be received by Client at any time in the future and, therefore, the person purchasing or engaging those services shall be Client's agent. Consequently, soliciting, engaging or paying a former Provider employee/contractor, known to have performed services to the Client, by anyone to render services to Client shall be a breach of these restrictive covenants by Client and Client's agent, and tortious interference with the contractual relationships between former Provider employee/contractor and Provider.

ADDITIONAL TERMS AND CONDITIONS: Client acknowledges that Provider is providing non-medical services, is not licensed or insured to perform medical services, is an independently owned and operated franchise of Home Instead, Inc., that Home Instead, Inc., is not providing any of the Services, is not a party to this Agreement and is not responsible for Provider or Provider's employees'/contractors' acts or omissions. If any provision of this Agreement is invalid or unenforceable to any extent, then the remainder of this Agreement shall be enforced to the greatest extent permitted by law. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement. Any failure or delay on the part of Provider to exercise any remedy or right under this Agreement shall not operate as a waiver. Each party agrees to indemnify, defend and hold harmless the other, its officers, agents and employees from and against any third party claims or suits and any related damages and costs (including reasonable attorneys' fees and expenses) that arise out of negligence or willful misconduct by such party in connection with or arising out of the activity which is the subject of this Agreement. Provider may report your performance under this Agreement to credit reporting agencies and others who request a credit reference from Provider. Each party recognizes that this Agreement is a legally binding contract and acknowledges that they have had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms. Any claims between the parties in excess of \$10,000 shall be submitted to binding arbitration pursuant to the then current consumer rules of the American Arbitration Association ("AAA"). Notwithstanding those rules, if the parties fail to jointly agree on a single arbitrator within thirty (30) days of either party making a demand for arbitration, then the AAA shall be utilized to select a single arbitrator by struck panel. Client, within sixty (60) days, must notify, in writing, Provider of any loss Client alleges to have been caused by Provider or their employees/contractors. Client, within sixty (60) days of any such alleged loss, may proceed with criminal or other charges for losses allegedly caused by Provider or their employees/contractors. In the event Client fails to take such action with respect to a loss allegedly caused by Provider or their employees/contractors, Client hereby waives any claims, civil or criminal, against Provider and its employees/contractors.

X Client or Client's Agent Signature: _____ Additional Responsible Party: _____
Date: _____ Date: _____

Provider Representative: _____ Additional Responsible Party: _____
Date: _____ Date: _____