

CLIENT AGREEMENT AND POLICIES

THIS CLIENT AGREEMENT & POLICIES (hereinafter “Agreement”) is made and entered into by and between Utah Sitters, LLC., a Utah limited liability company (hereinafter “Agency”), a Utah limited liability company, and _____ (hereinafter “Client”) (together the “Parties”). In consideration of the mutual covenants agreed to herein and other good and valuable consideration, the Parties agree as follows:

1. **Services Provided by Agency.** Agency is a referral service for childcare providers (hereinafter “Provider(s)”). Agency does not employ or pay Providers as all Providers are independent parties. The Providers are paid directly by the Client. Agency will perform the services as an independent contractor, and nothing in this Agreement is intended to create a relationship of employer-employee, principal-agent, partner, or joint venture between the Parties.

2. **Reservations.** Client must reserve and book all Providers through the online booking/reservation system or call Agency directly. Client agrees to not reserve/book Providers independently. If Client reserves/books any registered Provider independently, this Agreement shall be terminated.

3. **Fees and Charges.**

(RATES/POLICIES SUBJECT TO CHANGE WITH ADVANCE NOTICE)

a. Please see website for current standard rates and fees.

b. **Booking Policies**

- i. All bookings have a two (2) hour consecutive minimum.
- ii. Booking fee charged to credit card on file at end of service.
- iii. Client shall pay sitter directly using cash, check or Venmo.
- iv. If Client arrives home early, please pay Provider for the full

booking length as scheduled.

v. Payment is due at the time service is rendered. Please pay your Provider in full at completion of your booking.

vi. A gratuity is never required; however, Providers can accept gratuities and they are appreciated.

c. **Cancellations.** Cancellations or modifications can only be made in the online portal or by calling the Agency directly and the following fees will apply.

(FEES SUBJECT TO CHANGE WITH ADVANCE NOTICE)

i. Fifteen Dollars (\$15.00) to Provider via Venmo if canceled within 72 hours of the scheduled booking.

ii. Fifty percent (50%) of scheduled booking paid to Provider via Venmo if canceled within twenty-four (24) hours of the scheduled booking.

iii. In the rare event your Provider must cancel, and Agency cannot provide an alternate, or cannot secure a Provider for your request, we will waive your booking fee.

iv. By booking with us, you authorize Utah Sitters to charge the card on file for any unpaid cancellation fees not paid within 24 hours of cancellation.

4. Client Policies and Responsibilities.

a. Clients and Providers agree to treat each other with respect and professionalism. Agency does not tolerate harassment, and we do not discriminate on the basis of race, color, weight, gender, gender identity or expression, pronouns, age, sexual orientation, religion, creed, veteran status, national origin, or any other reason prohibited by law. Shouting, profanity, soliciting, threatening, menacing, coercing, or intimidating is not permitted.

b. Your home will be the Provider's workplace. Client must provide a safe and sanitary work environment. Client is responsible to ensure that your home/booking location is a safe environment for children including but not limited to: chemicals have been correctly labeled and stored, sufficient child safety devices properly installed, furniture/decor which could fall on a child secured, medication /medical devices are functional, secure and not expired, pets/animals secured, if necessary, and all hazardous areas or items, sharp objects, weapons and ammunition are properly secured. If Client's home includes a pool and/or hot tub, Client must secure access to both before Provider arrives.

c. **Sick Children.** Communication is key. Providers have a right to know if they could be exposed to an illness. Client MUST notify the Provider and the Agency in advance if:

i. Client or anyone in Client's home is sick.

ii. Child is sick or was kept home from school.

iii. Anyone in Client's home has any symptoms of COVID-19.

In the event of any of the preceding conditions, Client must notify Agency and Provider in advance to help Agency determine if Agency can safely schedule a Provider.

iv. Please do not book babysitting care if your child has: lice, fever, vomiting or diarrhea.

v. Providers are not allowed to administer any medications.

d. Client agrees to maintain confidentiality of Providers' personal details including, but not limited to phone number, W-2 information, banking/financial information, physical address, results of background and/or DMV record check, and other information you may learn about them that is understood to be private personal information.

5. Wage and Tax Information. Agency is a referral service. Agency does not employ childcare providers, nor does Agency provide advice regarding taxes, payroll or employer obligations and employee relations.

6. **Confidential Information.** Client agrees that he or she shall treat all information to which it has access during this or any other Agreement with the Agency as confidential and as proprietary trade secrets. Client shall protect all confidential information and trade secrets and shall not, directly, or indirectly, use such information for his or her own benefit, or for the benefit of a competitor of the Agency, nor shall Client divulge such information to any other person not entitled thereto, nor, after termination of this Agreement.

7. **Definition of Confidential Information.** “Confidential information” shall mean all proprietary information or trade secrets of the Agency and its affiliates of any sort (whether merely remembered or embodied in a tangible or intangible form) related to the Agency’s or its affiliates’ historical, current or intended business, and shall include, but not be limited to, client or customer lists, the products or services offered by the Agency or purchased by a client, forms used by the Agency, advertising materials, equipment, technology, databases, software, other documents provided by or produced for the purpose of promoting the sale of products marketed by the Agency, customer files, information and data, contact and other information relating to current, former or prospective clients or customers, client or customer policy information and any other information regarding the Agency’s operations, procedures or plans or the operations or information of or relating to a client of the Agency or its affiliates.

8. **Nondisclosure.** Client acknowledges and agrees that the Confidential Information as it may exist from time to time, are valuable, special, and unique assets of the Agency's business, and neither the Client nor any of its agents shall disclose such information to anyone.

9. **Mutual Non-Disparagement Agreement.** The Parties and their respective agents understand and agree that during the performance of this Agreement and for two years following termination for any reason, that they shall not disparage one another. As used herein, the term “disparage” means to make any communication, oral or written, which is critical of or derogatory towards or which would cause or tend to cause humiliation or embarrassment to or cause a recipient of such communication to question the business condition, integrity, product, service, quality, confidence, or good character of either Party. The Parties agree to treat each other amicably in the marketplace. The Parties specifically understand that this non-disparagement clause waives the privileges of free speech afforded under the US Constitution and specific state statutes. Injunctive relief shall be available to either Party to enforce this provision.

10. **Injunctive Relief.** In the event of a breach or threatened breach by Client of paragraphs 7 through 10 of this Agreement, these paragraphs may be enforced by an injunction restraining Client from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interests of the Company. Nothing contained herein shall be construed as prohibiting the Agency from pursuing any other remedies available to it for such breach or threatened breach including the recovery of money damages.

11. Indemnification of the Company. Client hereby agrees to indemnify and hold the Agency and its employees harmless, from and against any third party claims for any loss, cost, or damage for bodily injury (including death) of any person or damage to real or tangible personal property arising directly from the negligent, intentional, or unintentional actions of the other or its agents in connection with the performance of the services under this Agreement; and from any claims related to unemployment obligations, unpaid employer payroll taxes, or other claims which may arise from the relationship between Client and Provider. Client shall indemnify and hold the Agency harmless including, its employees, managers, and agents, for any loss, cost, or damage for bodily injury (including death) of any person or damage to real or tangible personal property at the location of your childcare booking.

12. Disputes. If a dispute arises under or relating to this Agreement, the Parties shall try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The Parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved through mediation, either party may take the matter to court. Any legal action to enforce the terms of this Agreement shall be brought in the Fifth Judicial District Court in and for Washington County, State of Utah.

13. Attorney Fees. The prevailing party shall have the right to collect from the other party its reasonable costs and disbursements and attorney fees incurred in enforcing this Agreement.

14. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This Agreement may not be amended except in writing as provided for in this Agreement.

15. Successors. This Agreement binds and benefits the respective successors, inheritors, assigns, and personal representatives of the parties, except to the extent of any contrary provision in the Agreement.

16. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

17. Limitation of Liability. Neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the Parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts. In no event shall the Agency's liability to Client exceed the total fees paid to the Agency by Client in any twelve (12) month period.

18. Governing Law and Interpretation. This Agreement shall be construed in accordance with the substantive and procedural laws, including the applicable statutes of limitation, of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. Section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect any provisions of this Agreement. The provisions of this Agreement shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof. The parties further agree that each has had the opportunity to have this Agreement reviewed by an attorney of their choice and the terms and conditions contained in this Agreement shall not be strictly construed against either party including Agency as the drafting party.

19. Severability. If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

20. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: in person, by certified mail, or by overnight courier.

21. No Partnership. This Agreement does not create a partnership relationship. Client does not have authority to enter into contracts on Company's behalf.

22. Counterparts. This Agreement may be signed by the Parties in different counterparts and the signature pages combined will create a document binding on all Parties.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND FURTHERMORE AGREE TO THE PROVISIONS SET FORTH HEREIN.

Agency: Utah Sitters, LLC

Client:
