**SERVICE AGREEMENT**

The Client (The undersigned in the Client field.) desires to engage the Service Provider (The undersigned in the Service Provider field.) to provide services to the Client and/or the Client-designated service recipient for the benefit of the Client-designated service recipient (Referred to as the Client). This Services Agreement is made and entered into between the Client and the Service Provider shall be effective from the date of signing this Services Agreement by both parties. In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Service Provider explicitly consents to provide services described below (Hereinafter referred to collectively as Services) to the Client as requested and scheduled.

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| *Services Requirement* |  |
| *Health Situation of the Services Recipient(s)* |  |
| *Service location* |  |
| *Service Schedule* |  |
| *Service Rate and Payment methods* |  |

1. The Service Provider explicitly consents to provide safe, dignified service in compliance with all applicable laws, professional regulations, industry standards, and best practices in performing of Services for the Client.
2. The Service Provider shall maintain the strict confidentiality of the Client's private information as required by law and is solely responsible for damages due to the Service Provider's negligence or fault.
3. The Service Provider warrants that the licenses, certificates, and any other supporting documentation (if applicable) provided by the Service Provider are genuine and valid and that the Service Provider has received sufficient training and education to perform the Services. The Service Provider will immediately notify the Client if any of the above documents are no longer valid.
4. The Service Provider warrants that the Service Provider has insurance coverage relating to the Services (if applicable) and remains in force.
5. The Service Provider shall be solely responsible for payment of Social Security and any withholding taxes required by law.
6. The Client agrees that the Service Provider will conduct an initial assessment and reassessment as needed to fulfill this Agreement. These assessments are conducted based on the Client's request for Services and information provided by the Client, and the Client agrees to provide the Service Provider with accurate and necessary information to conduct assessments.
7. The Client agrees to provide a safe and healthy environment including pet control and second-hand smoke control if the caregiver issues a concern, and respect the caregiver’s HUMAN RIGHTS and not discriminate against the caregiver for any reason.
8. The Client agrees to provide all supplies necessary for the Services or to have the Service Provider arrange for necessary supplies at the Client's expense. The Client also agrees that the Service Provider will arrange, at the Client's expense, for emergency treatment or emergency transportation to a doctor or hospital.
9. The Client agrees to pay the Service Provider for the Services at the service rate agreed upon by the Client and the Service Provider. The Service Provider reserves the right to suspend service if payment is not received by the due date, and the Client shall be solely responsible for arranging alternative services at their own risk.
10. In the event of a rescheduling, the parties will be notified 48 hours before any shift change.
11. The service rate may be adjusted due to changes in services requested by the Client, but increases will be subject to at least a week's advance notice in writing, specifying the commencement date. Acceptance of Services at the new rates shall be deemed agreement to pay the new service rates.
12. The Client shall recognize that even though the Service Provider provides services in accordance with this Agreement, the Client must have alternate services in the event of a snowstorm, sudden illness, act of God, or circumstances beyond the Service Provider's control.
13. The Service Provider's liability is limited to the services the Client requires under this Agreement. In any case, the Service Provider is not liable for services not provided by the Service Provider or not covered by services requirement.
14. The Client acknowledges that the Service Provider's insurance coverage may not cover all losses or damages arising from this Agreement. The Service Provider shall not be liable for any injury or damage to the Client, their property, or their visitors unless such injury or damage is caused by the Service Provider's wilful misconduct or gross negligence.
15. The Service Provider’s liability to the Client for any claim arising out of or in connection with this Agreement or the Services shall be limited to the amount of fees paid by the Client to The Service Provider under this Agreement during the three (3) months immediately preceding the event giving rise to the claim. In no event shall the Service Provider be liable for any indirect, incidental, consequential, special, or punitive damages, regardless of the form of action, whether in contract, tort, strict liability, or otherwise.
16. This Agreement shall remain in effect until terminated by either party upon three (3) days' written notice. Notwithstanding the foregoing, the Service Provider may immediately terminate the Agreement if the Client breaches any material term or condition of this Agreement.
17. In any event, upon termination of this Agreement, the Client shall be solely responsible for arranging replacement services upon receipt of notice of termination and shall assume all risks of such replacement services or failure to obtain replacement services.
18. Upon termination, the Service Provider shall immediately cease to arrange the Services, and the Client shall pay the Service Provider for all Services arranged up to the date of termination and any outstanding fees and expenses incurred by the Service Provider.
19. Any refunds shall be prorated based daily from the notice of termination of this Agreement.
20. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and Contracts between the parties. This Agreement may not be amended or modified except in writing and signed by both parties.
21. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.
22. Termination: Either party may terminate this Contract at any time by providing 3 days notice to the other party.
23. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the province in which location the Services are provided, without giving effect to any choice of law or conflict of law provision.
24. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.
25. By signing below, the Client and the Service Provider acknowledge that they have read and understood the terms of this Contract and agree to be bound by its terms.
26. If the Client requesting Services is not the Service Recipient, both the Client and the Service Recipient must sign the Agreement. If the Service Recipient does not have the mental capacity to sign the agreement, the Recipient's Health Care Authorized Attorney signs the Agreement on the Recipient's behalf.

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| The Client Name:Phone:Email:Address:Sign Date:Signature:Service Recipient, Guardian, Power of Attorney, or Public Trustee Signature: | The Service Provider Signature Name:Phone:Email:Address:Sign Date:Signature: |