

**CUSTOMER SERVICE AGREEMENT**

**THIS CUSTOMER SERVICE AGREEMENT (the "Agreement") dated this 4th day of April, 2015**

**BETWEEN**

\_\_\_\_\_ of \_\_\_\_\_,  
\_\_\_\_\_  
(the "Customer")

**- AND -**

Kare Visits, LLC of Bensenville, IL,  
(the "Service Provider").

**BACKGROUND:**

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Services Provided**

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
  - o Kare Visits LLC is a service organization that conducts non medical well being checks. We visit clients on behalf of the primary caregiver to perform a

comprehensive survey of the environment, condition, and staff using our best judgement and experiences. The results of this survey or analysis is then shared with the primary caregiver. Kare Visits, LLC will not be held liable for the primary caregiver's use and or distribution of this information to 3rd parties. Kare Visits, LLC is not a caregiver or a licensed medical professional.

Kare Visits LLC is a non medical service provider. Kare Visits LLC will not be responsible for diagnosing or treating any disease or other medical condition.

Clients and caregivers should consult with a medical provider or physician regarding any health related issues or concerns.

2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

### **Term of Agreement**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. In the event that either Party desires to terminate this Agreement, that Party will be required to provide 10 days written notice to the other Party.

### **Performance**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Currency**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

### **Compensation**

7. For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider of \$49.95 per hour with a minimum charge of \$49.95.
8. The Compensation will be payable, while this Agreement is in force, according to the following payment terms:
  - o Payment is due at point of sale on Kare Visits, LLC's website before visits are made. Unless there is an act of "God", there will be no cancellations or refunds once an appointment is scheduled. The hourly rate will be subject to increase or decrease to reflect market changes.
9. The Compensation as stated in this Agreement does not include sales or service tax, or other applicable duties as may be required by law. Any sales or service tax and duties required by law will be charged to the Customer in addition to the Compensation.

#### **Additional Compensation**

10. In addition to the Compensation, the Service Provider will be entitled to the following additional compensation for performing the Services:
  - o Additional services fees may be applicable if selected at time of contracting.

#### **Ownership of Materials and Intellectual Property**

11. All intellectual property and related material (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Service Provider.
12. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Service Provider.

#### **Return of Property**

13. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

**Capacity/Independent Contractor**

14. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for services.

**Notice**

15. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Email: \_\_\_\_\_

b. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Email: \_\_\_\_\_

or to such other address as any Party may from time to time notify the other.

**Insurance**

16. The Service Provider will maintain general liability insurance, including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Service Provider based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement unless Customer is notified in writing of any change(s).

### **Modification of Agreement**

17. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Time of the Essence**

18. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

19. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

### **Entire Agreement**

20. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### **Enurement**

21. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

### **Titles/Headings**

22. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### **Gender**

23. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

24. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted and Cook County, Illinois shall be the exclusive venue for any such proceedings.

**Severability**

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 4th day of April, 2015.

\_\_\_\_\_  
\_\_\_\_\_(Customer)

Kare Visits, LLC  
By: \_\_\_\_\_  
\_\_\_\_\_, Manager  
(Service Provider)