

CLIENT HOME CARE AGREEMENT

This agreement made this _____ day of _____, 20_____, by and between

[*name of older adult*] (hereafter referred to as “client”),

and ThaiSunset.com, Caregiver (hereafter referred to as “Caregiver”).

1. Purpose. The purpose of this agreement is to set forth the terms and conditions under which Caregiver will provide assistance with day to day living for client in his/her home in exchange for reasonable compensation.

2. Services to be performed by Caregiver. Caregiver shall furnish client with the services and incidentals specified herein, provided that client remains in his/her house and performs his or her obligations under this contract. In consideration of the mutual promises contain herein, the parties intent to be legally bound, agree as follows:

3. Nutrition.

a. Balanced meals- Caregiver hereby agrees to prepare and/or provide three (3) nutritionally balanced meals per day when such assistance is requested. One such meal shall be served in the morning, one at mid-day, and one in the evening for client.

b. Special Diet- Special diets will be provided only upon order of a licensed physician.

c. Additional Duties- Caregiver agrees to grocery shop for client with nutritious meals in mind. Following the preparation of meals, Caregiver shall assist with feeding, if necessary, and cleaning the kitchen which included washing dishes.

4. Cleaning. Caregiver agrees to provide cleaning services on a weekly basis as follows:

- a. General cleaning
- b. Make bed
- c. Wash Laundry/ change sheets
- d. Wash dishes
- e. Empty waste containers
- f. Sweep and mop all uncarpeted floor, stairs and hallways
- g. Scrub floors

- h. Disinfect all bathroom
- i. Replace bathroom supplies
- j. Maintain bedroom in a neat and orderly condition

5. Housekeeping. Client shall maintain the home in a clean and sanitary and orderly condition. Client shall make available to caregiver all supplies necessary for caregiver to perform the usual housekeeping in order to maintain his or her accommodations. Caregiver shall perform all ordinary and heavy housekeeping as set forth in detail above.

6. Assistance outside the Home. Caregiver shall run daily errands for client. These may include but are not limited to, picking up dry cleaning, grocery shopping, shopping for necessities and, if applicable, maintaining client's car.

7. Personal Care Needs. Caregiver shall observe client's physical and mental states on a regular basis, and shall make arrangements, as necessary, to meet health needs by arranging transportation to the physician of client's choice or hospital emergency, if deemed necessary by caregiver. Caregiver shall provide assistance to client in carrying out the instructions of physicians including storing, distributing and reminding client to take prescribed medications.

Caregiver shall also provide client with personal assistance with bathing, dressing, toileting, hair care, shaving, eating, care of clothing, personal shopping and incidental services, as needed.

8. Transportation. Caregiver shall assist with transportation needs by arranging for public transportation or help with specially provided elderly transportation.

9. Companionship and Entertainment. Caregiver shall provide companionship and support for client.

10. Compensation. Client and/or his/her legal representative(s) shall pay Caregiver in U.S. dollar (USD) or equivalent:

A deposit in the amount of \$ _____ to cover future compensation and/or outlays.

Compensation in the amount of

___ Weekly ___ Monthly

On each ___ of the week/month

Rates:

\$ _____ per hour (minimum 4 hours a day including travel time to client's location)

Starting Date of Services:

From _____ to _____

Rates are subject to change upon 7 days of notice depending on the actual level of care and services required, as assessed by the actual Caregiver. Caregiver will provide a reliever on the day offs, if applicable

11. REFUNDS

Any refunds shall be prorated based on a daily basis from the notice of termination of contract.

12. PIRATING CLAUSE

Pirating practices or hiring an assignee/hiree/employee of the caregiver directly and secretly, inside this agreement is strictly prohibited. In the event that the undersigned, family, or anyone directly in relation to the client, secretly hires the agency's caregiver in the absence of any written notice whatsoever, the action will be considered a breach of contract. A fee of \$10,000 will be due based upon the financial losses to business and opportunities caused by the violation. A direct violation of this clause will be considered a breach of contract and will be given to our legal counsel for the due legal process of attention and collection.

_____ (initial)

13. DIRECT HIRING CLAUSE

In the event that the undersigned desires to hire the agency caregiver directly within the said written agreement, the undersigned is required to give a written 7 days notice of the request addressed to the agency and agrees to the pay the referral fee equivalent to two (2) months pay or two (2) months service contract. Said payment will be given upon the direct hiring of the caregiver. If the undersigned fails to pay and remit the payment within seven (7) working days,

14. TERMINATOR OF SERVICES

In the event that the undersigned desires to terminate the Services provided under this contract, the undersigned agrees to give the agency seven (7) days advance notice.

15. IN THE EVENT OF CLIENT DEATH

In the event of termination caused by the death of the client within seven (7) days upon the

start of service, there shall be a 50% refund of the said payment.

16. NON-MEDICAL PROVIDER AND INDEMNIFYING CLAUSE

The undersigned fully understands that the provider (a) is a non-medical provider, (b) is not licensed to perform medical services, and (c) the undersigned, indemnify, jointly, and severally hereby forever release, discharge, acquit, and forgive any and all claims, actions, suits, demands, liabilities, judgment, and proceedings both at law and in equity, arising from the beginning of time to the date of termination of this agreement, such are caused directly by the negligent acts or omissions by the caregiver including assignee/hiree/employee and which result in bodily injury or property damage. This release shall be binding upon insured to benefit the parties, their successors, assigns and personal representatives.

17. ATTORNEY'S FEES

In any cases of any litigation, in prevailing party the "Agency Provider" shall recover the cost and attorney's fees arising from any lawsuits brought against the agency.

18. GOVERNING LAW, ENTIRETY OF AGREEMENT AND SEVERABILITY. This agreement shall be governed by the laws of the Kingdom of Thailand. It constitutes the entire agreement between the parties regarding its subject matter. If any provision in this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

THIS IS A LEGALLY BINDING CONTRACT. EACH PARTY HAS READ THE ABOVE AGREEMENT BEFORE SIGNING IT. EACH PARTY UNDERSTANDS THE AGREEMENT THAT HE OR SHE IS MAKING.

ThaiSunset.com by the representative below as caregiver and the client and/or by his/her legal representative agree to its terms and sign it as their free act on this

_____ day of _____, 20_____

ThaiSunset.com represented by

Client and/or legal representative

Signature

Signature

Type name in capital letters

Type name in capital letters

Witness:

Witness:

Signature

Signature

Type name in capital letters

Type name in capital letters

Address:

Address:
