

SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”), by and between Night Owl Nanny Care (“**NONC**”) and [put the client’s name here] (“**Client**”), is entered into effective as of [put the date you start work here] (the “**Effective Date**”). Client and NONC shall sometimes be referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

W I T N E S S E T H:

WHEREAS, Client desires to avail itself of the nanny services of NONC and NONC desires to make NONC’s nanny services available to Client upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the Parties hereto agree as follows:

1. CONSULTING SERVICES. NONC hereby agrees to perform, at Client’s request, the following services (collectively, the “**Services**”) on a non-exclusive basis during the term of this Agreement:

(a) [Describe the specific work the nanny will be doing here; for example, “Nanny service between the hours of 9:00AM and 5:00PM, Mountain Time, every Monday, Wednesday, and Friday” or whatever the circumstances are]; and

(b) Perform such other services as may be mutually agreed to by the Parties in writing.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on the Effective Date and shall terminate on either: (i) the completion of the Services, or (ii) upon a Party providing thirty (30) days’ written notice of termination to the other Party, whichever comes first.

3. FEES; REIMBURSABLE EXPENSES.

(a) Application Fee. Client shall pay to NONC an application fee of \$100, due and payable immediately upon, or prior to, the execution of this Agreement.

(b) Rate of Compensation. NONC shall receive as compensation for the Services a fee of \$[put the hourly rate here] for each hour worked during the term of this Agreement. All fees and other amounts due and payable to NONC under this Section 3 shall be charged to Client each week on Monday. Client shall pay each charge immediately upon Client’s receipt thereof; any charge not paid by Client in full by such time shall be assessed a charge of five percent (5%) per month interest on any outstanding amounts.

(c) Reimbursement of Expenses. Client shall be responsible for payment of all child care expenses incurred by NONC in the performance of the Services. Expenses shall be included in the charges submitted pursuant to Section 3(b).

4. CLIENT INFORMATION. Client agrees to provide NONC with any and all information necessary for NONC to perform the Services. Client hereby covenants, represents, and warrants that all information Client has provided to NONC, including without limitation health, allergy, need-specific, or other information relating to any child or dependent of Client, is correct and accurate to the fullest extent of Client's knowledge.

5. INDEMNIFICATION.

(a) Client agrees to indemnify and hold harmless NONC and NONC's directors, officers, representatives, agents and employees against any and all losses, liabilities, damages, demands, settlements, judgments, costs and expenses, including reasonable attorneys' fees, sustained as a result of, or arising in connection with, (i) any claim or action arising from or in connection with any Services performed pursuant to this Agreement; (ii) NONC's use of information or materials provided by Client, including without limitation information provided by Client pursuant to Section 4; (iii) Client's failure to provide information or materials to NONC; or (iv) Client's breach or alleged breach of any of the representations, warranties or obligations set forth in this Agreement.

(b) In no event shall NONC be liable for any direct, indirect, special, incidental, consequential, liquidated, reliance, or punitive damages of any kind whatsoever.

6. INDEPENDENT CONTRACTOR. NONC shall perform the Services as an independent contractor with respect to Client, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Client and NONC.

7. ASSIGNMENT. The rights, obligations and interests of each Party under this Agreement may not be sold, transferred, assigned, pledged or hypothecated without the express written consent of the other party.

8. GOVERNING LAW; VENUE; CAPTIONS. This Agreement contains the entire agreement between the Parties and shall be governed by the law of the State of Colorado without reference to its choice of law principles to the contrary. Any action or claim whatsoever related to this Agreement shall be brought in the district or federal courts located in Jefferson County, Colorado, and each Party hereby consents to the jurisdiction and venue of the district and federal courts located in Jefferson County, Colorado in connection with any such action or claim. This Agreement may not be changed orally, and may be amended or modified only by an agreement in writing signed by the Parties. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

9. PRIOR AGREEMENTS; COUNTERPARTS. This Agreement supersedes and terminates all prior agreements (whether written or oral) between the Parties relating to the subject matter herein addressed. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

10. NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of NONC, to 200 Union Blvd. #200 Lakewood, CO 80228; and in the case of Client, to [put your client's address here]; or such other address as shall have been specified in writing by either Party to the other.

11. SURVIVAL. The rights and obligations of the Parties under Sections 4, 5, 7, 8, 9, 10 and 11, and any accrued obligations, including accrued payment or reimbursement obligations pursuant to Section 3, will survive expiration or termination of this Agreement by either Party for any reason. All other rights and obligations will not survive termination or expiration.

[Signature page follows.]

IN WITNESS WHEREOF, Client and NONC each has caused this Services Agreement to be executed effective as of the Effective Date.

CLIENT:

[PUT CLIENT'S NAME HERE]

Signature: _____

Signature: _____

Title: _____

NIGHT OWL NANNY CARE:

By: _____

Name: _____

Title: _____