



INDEPENDENT CONTRACTOR MARKETING AGREEMENT

Washington Home Care LLC
dba Washington Homemaker and Companion Registry
P.O. Box 1244
Washington, CT 06793
203-577-8979
saraguillemette@gmail.com
www.washingtoncthomecare.com

Form with fields: Service Provider Name, Soc Sec/TIN, Street Address, City, State, Zip, Cell phone, Home phone, Service Provider's Email, NDA signed (Yes/No), Alternative email/phone, Emergency Contact (please specify relationship), Emergency phone/email.

Definition of Terms for responsible parties:

Registry aka WHC LLC: Washington Home Care LLC, dba Washington Homemaker and Companion Registry. The Registry markets and finds open positions with Service seekers also called clients, for service providers, and collects a fee from the Service seeker for each hour of service performed.

Service Seeker (the Client): Person(s) requiring assistance from candidates (Service provider). Washington Homemaker and Companion Registry, a division of Washington Homecare LLC, has provided this candidate for the position of Service provider to assist the Service seeker.

Service Provider: Person assisting the Service Seeker with daily homemaker chores and tasks. Formerly referred to as the "caregiver", now known as the "Homemaker/Companion," or "Service Provider" per state of Connecticut statutes. Herein referred to as Service Provider in this document.

Payer: Person(s) guaranteeing payment to Service Provider and authorized to remit to Service Provider. He/she is authorized to compensate Service Provider and Registry.

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Fee Terms: Service Provider agrees to furnish WHC LLC's Billing Department with hours worked for that previous month. Notice to the Billing Department (aka Bookkeeper) will be via email. The Clients acknowledge, in their contract with WHC LLC, that there will be invoices payable from the Service provider, due and payable weekly, upon receipt. Please review item # 6 of this document for details.

Note: The invoices from the Service provider are separate and in addition to monthly invoices from Washington Homemaker and Companion Registry for "Registry fees" due and payable at the end of each month from WHC LLC.

The Independent Contractor Marketing Agreement (the "Agreement") is entered into on _____, by and between Washington Homemaker and Companion Registry (Div. Washington Home Care LLC) P.O. Box 1244, Washington, CT 06793 ("Registry"), and the above-referenced "Service provider."

- 1. Positions Sought and Classification.** Service Provider requests that Registry markets Service Provider's services and helps locate opportunities for the Service Provider to perform services as an independent contractor, working directly for the Service Seeker/Client of the Registry in "Assignments" in a non-medical capacity, such as the following:

Homemaker Companion (Also known as the SERVICE PROVIDER; formerly called a CAREGIVER). Per Connecticut state laws the term for caregiver can now only be "Homemaker Companion."

- 2. Relationship Among Registry, Service seeker and Service provider.**

- (a) Registry represents Service Seekers that are looking for Service Providers that they can engage to provide services.
- (b) If a Service Seeker referred by Registry elects to engage Service Provider, Service Provider will be working for the Service Seeker as an independent contractor pursuant to a written, signed Agreement between Service Seeker and Service Provider.
- (c) Under no circumstances will any Service Provider be deemed to be working for the Registry nor be an employee or agent of the Registry. Registry will not be paying Service Provider for any services nor supervising Service Provider, and will have no responsibility for any governmental or regulatory filings regarding the services provided by the Service Provider.
- (d) Service Providers will have no authority to bind or act on behalf of the Registry in any manner.
- (e) Service Providers are responsible for negotiating all terms with the Service Seeker and/or Client for whom they are working. Terms include: wages, hourly, daily or otherwise; holidays; holiday pay; termination notices and any/all other items pertaining to work, time off and compensation.

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(f) Service Provider agrees to not disclose names or contact information of other persons, to be interviewed and employed by the same Service Seeker and /or Client, outside and separate from WHC LLC. If this occurs it will be considered a breach of contract, a breach of trust and Service Provider will be terminated.

3. Responsibilities of Registry. Registry shall have the following responsibilities under this Agreement:

- (a) Seek Assignments for Service Provider at pay rates and times, in the locations and under conditions requested by the Service Provider.
- (b) Provide to any Service Seeker desiring to engage Service Provider, a form titled “Homemaker Companion Service Provider Work Agreement” and a Service Plan, which Service Seeker and Service Provider can negotiate.
- (c) Registry shall have no right to commit the Service Provider to an Assignment without Service Provider’s agreement, and Service Provider is free to accept or decline any Assignment without penalty.

4. Service Provider Representations & Responsibilities. Service Provider represents and agrees as follows:

- (a) Service Provider possesses the requisite skills, credentials and training to perform any Assignment that he/she accepts hereunder as an independent contractor, and understands that the Registry will not provide any supervision of any kind or nature.
- (b) Service Provider shall submit to a thorough criminal background and reference check by the Registry to verify Service Provider’s history, qualifications, training and experience.
- (c) If the Registry proposes an Assignment to the Service Provider, and the Service Provider is interested, the Service Provider shall enter into discussions with the Service Seeker to attempt to reach agreement on pay rate, time availability and terms of engagement, and shall record those agreements by entering into a legal Agreement similarly titled “Homemaker Companion Service Provider Work Agreement”; and both shall come to a working agreement entered onto a written “Plan of Service”.
- (d) If engaged by a Service Seeker, the Service Provider shall provide the services specified in the agreed upon Plan of Service in a professional manner.
- (e) Service Provider is legally authorized to work in the United States of America.
- (f) The SSN or TIN provided by the Service Provider is validly issued by the United States Government and belongs to the Service Provider. Service Provider will complete, and provide the Taxpayer identification Number on IRS Form W-9, for the Service Seeker. Service Provider will download a IRS Form 1099 for the year in which they work.
- (g) Service Provider shall carry professional Liability Insurance, including Errors & Omissions (E & O) insurance, during any Assignment hereunder and, if requested, shall provide evidence thereof to Registry and Service Seeker.

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(h) Service Provider shall provide copy of front and back of a current driver's license, current registration and insurance card to the Registry and, if requested, to the Service Seeker.

5. The Agreement between Service Seeker and Service Provider. Negotiations will occur solely between Service Provider and Service Seeker and/or Client. Service Provider shall be the sole decision maker as to the Base Pay Rate, time availability and terms. Service Seeker and Service Provider shall execute a mutually agreed upon Homemaker Companion Service Provider Work Agreement and Plan of Service setting forth those terms.

6. Payment for Services and Reporting Time Worked:

(a) Any Assignment proposed by the Registry shall be subject to the Service Seeker agreeing to pay to the Service Provider, and negotiating solely with Service Provider, for services provided by the Service Provider, including:

(i) Service Provider's Gross Pay, defined as the sum of:

(A) The Base Pay Rate times the number of hours or days worked; plus

(B) An additional 50% of Base Pay Rate for any hours worked on holidays specified in their Agreement.

(ii) Any approved mileage and reimbursements for approved purchases by Service Provider.

(b) Not later than the last day of each month, the Service Provider will provide to the Registry's bookkeeping department, by email, the number of services provided to the Service Seeker during the prior month. **This must be in the form of a combination timesheet/invoice template, available through Assurance Bookkeeping and Payroll Service, LLC. To obtain copies in the mail via the US Postal service, each Service Provider (aka caregiver/homemaker) must provide the Bookkeeping Dept with their full name; email address; phone number(s); and residential address. Billing will send a packet to the Service Provider's home.** The charge for this is \$10.00, since the Billing Dept is a separate entity from WHC LLC. An invoice will be sent to Service Provider for the \$10.00 template fee. The Registry will then invoice the Client for the number of hours worked. Therefore, it is imperative that the hours for the previous month be sent by email to the bookkeeper no later than the 2nd day of the following month. Send all hours to:

ContactUs@assurancebookkeeping.us. Make sure the file is not in zip format but only in MS Word or pdf formats. The bookkeeper for WHC LLC is Assurance Bookkeeping. The name of the owner is Jayne; her contact number is 203-940-0967. The bookkeeper works remotely from Guilford, CT.

7. Non-Exclusive Agreement. Nothing contained in the Agreement shall prevent the Service Provider from soliciting assignments from any person or through any agency or registry, during or after the term of this Agreement.

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- 8. Non-Disclosure Agreement (NDA).** Ask for NDA copy if non is attached to this Agreement.
- 9. Termination of Agreement.** Service Provider or Registry can terminate this Agreement at any time by notice to the other. In such event, the Registry shall cease seeking Assignments for the Service Provider; however, in the event the Service Provider is at that time on an Assignment, the terms of the Agreement applicable to that Assignment shall continue in full force and effect until the end of such Assignment.
- 10. Notice of Termination – Between Service Seeker and Service Provider.** The Registry will introduce the terms of termination to the Service Seeker (the Client). The Registry requests that there be no termination notice be required during the initial 14-day trial period. Registry requests there be a two-week notice offered by either party after the 14-day trial period has ended. This will apply only if the Client has agreed to hire the Service Provider. The Registry cannot guarantee that any Client will agree to a two-week notice upon termination of services from the Service Provider. This item must be negotiated and secured by the Service Provider.
- 11. Taxes & Indemnification.**
- (a) Registry is not rendering legal, tax, or investment advice to, nor is Registry a fiduciary of Service Provider. Registry shall not be responsible for Service provider's compliance with federal, state, or local statutes, regulations, or ordinances, including, but not limited to, business income or self-employment payroll taxes.
 - (b) Service Provider hereby agrees to hold harmless and indemnify Registry to the fullest extent permitted by law, as such may be amended from time to time, for (i) payment or non-payment of Service Provider's federal, state, or local taxes, or other withholdings, regarding Service Provider, and (ii) any claims arising from performance of the Agreement and any Agreement hereunder, including, but not limited to, Service Provider's usage of Service Seeker's or Service Provider's vehicle.
- 12. Arbitration and Class Action Waiver.** Registry and Service Provider mutually agree to:
- (a) Resolve any legal disputes between them exclusively through final and binding arbitration and not by way of court or jury trial.
 - (b) Waive their right to have any dispute or claim brought, heard or arbitrated as a class action and/or collective ("Class Action Waiver").

BY SIGNING THIS AGREEMENT, REGISTRY AND SERVICE PROVIDER ARE GIVING UP THEIR RIGHTS TO A COURT OR JURY TRIAL AND AGREEING TO (1) ARBITRATE CLAIMS COVERED BY THIS AGREEMENT, AND (2) NOT PARTICIPATE IN ANY CLASS ACTION RELATED TO THIS AGREEMENT OR AN AGREEMENT WITH THE REGISTRY HEREUNDER.



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13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Execution. By execution of this Agreement, the parties hereto represent that they have read and understand all to the provisions of this Agreement and agree to be bound by each and every one of them.

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| Washington Home Care Dba Washington Homemaker Companion Registry Sara Guillemette, Owner | Signature | Date |
| Service Provider | Signature | Date |