



Terms and Conditions

1. Definitions and Interpretation

References in this Agreement to services provided to “the Client” mean services provided to the individual listed on the reverse side of this page as the “Resident”; otherwise, references in this Agreement to “the Client” shall mean, jointly and severally the Client, the Family Contact and the Payor, as designated on the front side of this page.

2. Cancellation Policy

Either the Client or HOUSquad may cancel this Agreement at any time by providing the other party at least two (2) weeks prior written notice of the cancellation.

3. Plan and Pricing

HOUSquad is authorized to provide services according to an agreed upon subscription Plan, and each subsequent Plan thereafter agreed to.

4. Medical Emergencies

HOUSquad employees are not medically trained or qualified to provide any medical services to the Client. The Client acknowledges that if a medical emergency arises while a HOUSquad employee is providing services to the Client or is otherwise present, that employee is not trained or qualified to provide any medical services to the Client, but the employee is authorized to call for emergency assistance. The Client/Payor agrees to hold harmless HOUSquad and its employees for any medical or other care that an employee may provide to the Client from instructions given by any emergency service provider.

5. Payment Terms

HOUSquad may change the service rates from time to time upon 2 weeks prior written notice. All purchases and other charges will be paid in full at the latest thirty (30) days after the invoice date. All collection charges, court costs and legal fees related to collection efforts on overdue accounts will be added to the statement. HOUSquad may refuse to provide any further services to the Client until the past due amounts are paid in full.

6. Loss or Damage

The Client agrees not to hold HOUSquad or its employees responsible for any physical loss or damage to, or loss of use of, any of the Client’s property. The Client further agrees not to hold HOUSquad or its employees responsible for any bodily injury, property damage, fire, theft, collision or public liability claims arising out of the operation of a motor vehicle that is not being operated or controlled by a HOUSquad employee. The Client will not entrust a HOUSquad employee with unattended premises unless specifically authorized to do so. Additionally, the Client will secure all valuables, including, but not limited to, cash and negotiable instruments, and the Client will not entrust a HOUSquad employee with the same, without first obtaining HOUSquad’s written permission, and then only when the HOUSquad employee’s specific duties necessitate such activities.



7. HOUSquad Employees

The Client will not, directly or indirectly, or through Payor, family or other persons, obtain or seek to obtain the personal phone number or address of any HOUSquad employee. Furthermore, the Client will not, directly or indirectly, or through family or other persons, contact or discuss with a HOUSquad care giving employee or any of the employee's family members any matters related to this Agreement, including, but not limited to, the Client's care requirements, schedule arrangements, payments or invoices or employee compensation, without first obtaining written permission from HOUSquad.

8. Joint and Several Obligations

All obligations of the Client and Payor to HOUSquad as described in this Agreement are joint and several.

9. The Agreement

This Agreement is severable. If a court declares any provision of this Agreement void or invalid, all other provisions of this Agreement remain binding and enforceable. All provisions of this Agreement that, by their terms or by reasonable implication, are intended to survive this Agreement and shall survive termination of this Agreement. This Agreement, the Pre-Authorized Payment form, the Cancellation Policy, and the Plan of Care are the complete understanding of the parties and no other promise or understanding is of any effect. No change to this Agreement may be made informally or orally and all changes to this Agreement except for changes to service rates must be made in writing signed by all parties. Amended or new Plans of Care become part of this Agreement.

10. Assignment

This Agreement and the obligations and rights of the parties set forth in the Agreement cannot be assigned without the written consent of the other party. This Agreement will be binding upon and inure to benefit of the Client and Payor as well as the Client's heirs and assigns and HOUSquad and its successors and assigns.

11. Default

No waiver of a default by either party will operate as a waiver of any future defaults, whether or not of a like nature.

12. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state where HOUSquad's service is being provided. Any lawsuit or other legal proceeding brought with respect to any dispute between the parties or any claims arising from or in connection with this Agreement shall be brought in the province where HOUSquad's service is delivered.

13. Legal Representative

The Client acknowledges they had the right to have a lawyer review this Agreement prior to signing.