



**INSPIRING POTENTIAL INCLUSION
PROGRAM**
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Caption

PERSONAL SERVICE CONTRACT

I. The Parties. This Personal Service Contract ("Agreement") made _____, 20____ ("Effective Date"), is by and between:

Service Provider: _____, with a mailing address of _____, City of _____, State of _____ ("Service Provider"),

AND

Client: _____, with a mailing address of _____, City of _____, State of _____ ("Client"),

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions at this moment agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on _____, 20____ and terminate: (check one)

- **At-Will:** Written notice of at least ____ days' notice.
- **End Date:** On _____, 20____.
- **Other:** _____.

III. The Service. The Service Provider agrees to provide the following:

_____.

From now on, known as the "Service."

The Service Provider shall ensure that he/she/complies with the client's policies, standards, and regulations, including local, state, and federal laws, to the best of his/her abilities while providing the service.

IV. Payment Amount. The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement: (check one)

- \$_____ / Hour
- \$_____ / Flat Rate
- Other: _____.

From now on, it is known as the "Payment Amount."

V. Payment Method. The Client shall pay the Payment Amount (check one)

- After Each Service Request
- Daily
- Weekly
- Bi-Weekly
- Monthly
- Other: _____.

The payment amount and payment method are now known as the "Payment Method." Collectively, they shall be referred to as "Compensation."

VI. Retainer. The Client is: (check one) A retainer will be charged to hold the consumer's spot. The retainer will be paid if the session is canceled, and once it is made up, it will be eliminated.

- Pay the Service Provider a retainer for the session/s missed as an advance on future Services to be provided ("Retainer"). (check one)
- Retainer is Refundable with session makeup.
- A retainer must not be paid before the Service Provider can commence.

VII. No Show/ Missed Appointment Policy. A no-show is a missed appointment without advance notice. Failure to attend any scheduled appointment without notification will be recorded in the client's chart as a no-show, and a service fee will be applied to 100% of the scheduled appointments missed. Parent/ caregiver initials _____

VIII. Make Up Policy. If the service provider cancels the recreation appointment, the appointment will be rescheduled and made up. I also understand that if I cancel the recreation appointment, there is no guarantee that a rescheduled session will be provided. Parent/ caregiver initials _____

IX. Time is of the Essence. The Service Provider acknowledges that time is of the essence when performing all Services.

X. Confidentiality. The Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Thus, except for disclosures required to be made to advance the company of the Client and information which is a matter of public record, the Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

- a) **Return of Documents.** The Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the Client's business containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or written request of the Client.
- b) **Injunction.** Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client.
- c) **No Release.** Service Provider agrees that the termination of this Agreement shall not release him/her/them from the obligations in this Section.

XI. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, the Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

XII. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that if the Client suffers any loss or damage due to violating this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XIII. Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from the risk of death, injury, or bodily harm arising from or in any way related

to the Services or the site where it is being performed (“Work Site”). In addition, the Service Provider agrees to act by the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

XIV. Alcohol and Drugs. The Service Provider agrees that alcohol and drugs are prohibited on the Work Site while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or to have alcohol or drugs in their possession, this Agreement shall terminate immediately.

XV. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties' heirs, personal representatives, successors, and assigns. Any provision that imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

XVI. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney’s fees. Additionally, in the event a suit or action is filed to enforce this Agreement or concerning this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney’s fees at the trial level and on appeal.

XVII. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XVIII. Governing Law. This Agreement shall be governed by and construed by the laws of the State of _____.

XIX. Severability. Suppose a court of competent jurisdiction holds any term, covenant, condition, or provision of this Agreement to be invalid, void, or unenforceable. In that case, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XX. Additional Terms & Conditions. The client must provide the service provider with all important and necessary information regarding the client's health, behavior, needs, and wants. The client must also complete all waiver forms to participate openly in all recreation activities. _____

XXI. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS of which, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Name _____ **Date** _____

Guardian/ Caregiver Name _____ Relationship to

Client _____ Signature of Guardian/ Caregiver _____

Service Provider's Signature _____ **Date** _____

Print Name _____