



## Private Care Service Agreement

This service agreement is made as of \_\_\_\_\_  
(month/day/year)  
by and between **CHEERWAY CARE, INC**, 1441 Dolley Madison Blvd. Mclean, VA 22101  
hereinafter referred to as "**CHEERWAY CARE**" and

\_\_\_\_\_  
(Name and Address of Client)

hereinafter referred to as "I."

For the services that will be rendered by **CHEERWAY CARE**, I understand that:

- This Service Agreement will commence/shall be deemed to have commenced on \_\_\_\_\_ and will continue until terminated by \_\_\_\_\_  
(month/day/year)  
either party.
- Beginning each week, **CHEERWAY CARE** will confirm the scheduling of services of the week. Any change of the agreed upon schedule must be made through **CHEERWAY CARE** and myself and not with the worker/s from **CHEERWAY CARE**.
- I agree to pay **CHEERWAY CARE** for the services rendered at the following rates:  
\$ \_\_\_\_\_ per hour on weekdays and \$ \_\_\_\_\_ per hour on Saturdays and Sundays, for services of 8 hours and more.  
\$ \_\_\_\_\_ per hour for services of 2 to 4 hours.  
\$ \_\_\_\_\_ per hour for services of 4 to 7 hours.
- I will pay time and a half for services rendered on the following holidays:
  - New Year's Day 12:00 am to 12:00 am
  - President's Day 12:00 am to 12:00 am
  - Memorial Day 12:00 am to 12:00 am
  - July 4<sup>th</sup> 12:00 am to 12:00 am
  - Labor Day 12:00 am to 12:00 am
  - Thanksgiving Day 12:00 am to 12:00 am
  - Christmas Day 12:00 am to 12:00 am
- Payment terms for all services rendered by **CHEERWAY CARE** are due upon receipt of invoice. I agree to pay interest on unpaid balance after 30 days at the rate of 18% per year or the highest rate allowed by the State. I agree to pay all collection costs including attorney's fees incurred in collection of this account if not paid within 90 days.
- I assume responsibility for the payment of any and all sums that become due for stated services including third-party billings to my insurance company. **CHEERWAY CARE** will not bill insurance companies for services rendered unless there is prior authorization. If I decide to submit **CHEERWAY CARE**'s invoices to my insurance company for my

reimbursement, I will instruct my insurance company to pay me, as I have already paid **CHEERWAY CARE** for services rendered.

- **CHEERWAY CARE** or its representative is authorized to investigate the references or other data obtained from me or any other person regarding my credit and financial responsibility.
- **CHEERWAY CARE** will not be liable if it is unable, after reasonable efforts and prior notice to me, to render the agreed upon services.
- I agree to contact my automobile insurance company and inform an authorized agent of that company that a **CHEERWAY CARE** employee or independent contractor will be driving any automobile I own to facilitate services provided under this contract. I also agree to fully indemnify **CHEERWAY CARE** for any losses it sustains as a result of failure by my insurance company to cover any liability incurred from accidents, damage or injuries, which occur during such vehicular operation.
- I agree that any scheduled shift that is cancelled without 24 hour prior notice, for reasons including family visits, hospitalization, client transfer or relocation, end of service and client expiration, will be charged the full shift.

***I agree that neither I nor any one on my behalf may employ any CHEERWAY CARE worker for a period of one hundred eighty (180) days following completion of services rendered. In the event I violate the above condition, I shall pay CHEERWAY CARE the sum of \$5,000.00 as liquidated damages.***

This Service Agreement is the contract we have the client or Power of Attorney sign & return for our records. ***We are not able to start service unless the signed contract has been faxed or mailed to the main office.***

I understand that the charges, terms, and conditions of this agreement are subject to change by **CHEERWAY CARE** upon written notice.

**CHEERWAY CARE, INC**

**CLIENT/RESPONSIBLE PARTY**

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_