

Andy's Hub, LLC

Master Services Agreement - Babysitting

1 Parties.

This Master Services Agreement (this "Agreement") dated _____ is entered into between Andy's Hub, LLC ("Andy's Hub") and _____ ("Customer"). Customer hereby engages Andy's Hub, LLC to provide the Services below.

2.1 Services.

The services to be performed by Andy's Hub mean: obtaining and scheduling a Sitter to provide Sitter Services to the Customer in accordance with the terms below. Sitter Services shall mean staying with the Customer's child(ren) in the Customer's requested location and entertaining them until the Customer arrives, changing diapers, feeding the child(ren) and tidying up after the activities of the day.

2.2 Request for additional Services.

Customer may request Andy's Hub to schedule a Sitter who can perform additional household tasks such as cleaning or organization tasks. Customer is advised that such requests will incur an additional five dollars (\$5.00) fee per task. All requests for additional services must be made at the time the booking request is made.

3 Fees and payment.

Sitters will be paid in accordance with the following fee schedule, all fees will be due to the Sitter at the end of the placement, including additional surcharges.

Pricing and conditions

\$20 per hour (1-2 kids)

\$22.50 per hour (3-4 kids)

\$25 per hour (5-6 kids)

For Sitters booked with less than 48 hours notice, there is a \$10 surcharge per Sitter.

For Sitters booked with less than 24 hours notice, there is a \$20 surcharge per Sitter.

For Sitters booked at hotels or special events, an additional \$5 p/h will be added.

Bookings may be made at a minimum of two (2) hours. If a client uses the Sitter for less than two (2) hours, the Sitter must still be paid for two (2) hours.

Customer may pay the Sitter in cash, Venmo, Zelle or PayPal, depending on which the Sitter is able to accept. Sitter must be paid prior to leaving Customer's location.

4 Booking request.

In order to create a booking request, Customer must provide the following details to Andy's Hub in writing regarding the appointment: date, start/end times, address, number of children, age(s) of children, names, allergies/medical/behavioral conditions if they may impact the Sitter and additional services requested, if any.

Customer is advised that providing greater than forty-eight (48) hours notice increase their chance of getting a Sitter.

Andy's Hub will email the Customer with the confirmation of the booking once the Sitter has been confirmed. If a Sitter could not be found or confirmed, Andy's Hub will email the Customer as soon as possible. Customer agrees to pay for any additional time that the Sitter spends on the premises that was not included in the booking request (i.e. Customer comes home late).

Customer may request Andy's Hub to arrange a meeting prior to the appointment to meet the Sitter. The cost of such meeting shall be \$15.00 payable directly to the Sitter.

The Sitters provided by Andy's Hub are independent contractors, not employees, with their own styles and varying experience. Customer agrees to leave specific instructions with Sitter and make their expectations clear before leaving.

Should a customer decide that the Sitter did not meet their expectations, they should notify Andy's Hub at their earliest convenience.

5 Non-compete agreement.

Customers are prohibited from soliciting or contracting with Sitters outside Andy's Hub. Accordingly, you and/or your associate using an Andy's Hub Sitter, agree not to solicit, attempt to solicit, or contract with a Sitter, directly or indirectly, for a period of two (2) years following the sitting placement without the written consent of Andy's Hub. You acknowledge that Andy's Hub has a valid contract and/or business expectancy with the contracted Sitters who are subject to their own two (2) year non-compete provision regarding Andy's Hub customers.

Violating the non-compete provision, or failing to notify Andy's Hub in the event you have reason to believe a Sitter is actually or attempting to do so, also constitutes tortious interference with Andy's Hub contract with the Sitter, for which you may be liable to Andy's Hub for monetary damages and/or equitable relief.

In the event of a violation, the Parties acknowledge that the actual costs and resulting damages (lost productivity, increased operating costs, lost advertising costs, lost customer acquisition costs, customer lifetime value, etc.) are difficult to ascertain, calculate, and foresee. You hereby agree that each violation of this provision shall damage Andy's Hub in the amount of \$5,000 or more and to pay all Andy's Hub costs and expenses incurred enforcing these Terms, including but not limited to reasonable attorneys' fees.

6 Cancellation by Sitter.

In the case of cancellation of appointment by the Sitter, Andy's Hub will inform the Customer of such cancellation as soon as possible via email and will look for a replacement. Customer agrees to inform Andy's Hub if a replacement Sitter is not required.

If Andy's Hub cannot find a replacement, Customer shall receive a ten percent (10%) discount off their next placement fee.

7 Adjustments or Cancellations by Customer.

Time Frame

Action Required

More than twenty-four (24) hours' before the start time of the session

-Adjustments to the time can be made free of charge, permitting these are mutually agreeable for the Customer and Sitter.
-A placement can be cancelled free of charge.
-If a customer wishes to change Sitter, they may do so free of charge.

Between twenty-four (24) and eight (8) hours' before the session

-A \$20 cancellation fee will be paid to the Sitter directly.

Less than eight (8) hours' before the session

-A \$30 cancellation fee will be paid to the Sitter directly.

Cancellation less than one (1) hour before the session

-A \$40 cancellation fee will be paid to the Sitter directly.

8 Termination of appointment.

Sitter and Andy's Hub may terminate the sitting appointment if the conditions upon arrival on Customer's premises are different than those on the order form (e.g. three children instead of one), if the premises is unsafe as determined by the sole discretion of the Sitter or if the Sitter or Andy's Hub notices signs of child abuse. In the case of child abuse, Sitter and Andy's Hub will contact the Department of Children and Family Services.

Customer shall not receive a refund for any fees in case of termination in accordance with this Section.

9 Refunds.

Refunds for the hourly rate shall be issued by the Sitter only.

10 No Warranty.

NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) SHALL APPLY TO THE SERVICES; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ANDY'S HUB DOES NOT GUARANTEE THE PLACEMENT OF A Sitter UPON THE REQUEST BEING MADE BY CUSTOMER. ANDY'S HUB DOES NOT GUARANTEE THE SAFETY OF THE PERSONS OR PREMISES BEING WATCHED BY THE Sitter.

11 Exclusive Remedy.

Customer's sole and exclusive remedy shall be to terminate this Agreement and to pursue arbitration as defined in Section 14. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDY SET FORTH IN THIS SECTION 11 IS CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY SERVICES UNDER THIS AGREEMENT.

12 General Limitation of Liability.

Each party's liability under this Agreement shall be limited to the other's direct and actual damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, IRRESPECTIVE IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ANDY'S HUB BE LIABLE FOR DAMAGES PROXIMATELY CAUSED BY ITS CONTRACTED PROVIDERS, SitterS, AGENTS, OR ANY OTHER THIRD PARTY INVOLVED IN PERFORMING THE SERVICES (WHETHER IN CONTRACT, TORT, OR OTHERWISE).

13 MAXIMUM LIABILITY.

THE AGGREGATE LIABILITY OF ANDY'S HUB ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY RECEIVED BY IT FROM CUSTOMER FOR THAT PARTICULAR BOOKING. FOR THE AVOIDANCE OF DOUBT, THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL IN THEIR ESSENTIAL PURPOSE.

14 Disputes; Arbitration.

Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration in Cook County, Illinois and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall

have the power to enter any award that could be entered by a judge of the state courts of Illinois sitting without a jury, and only such power, except that the arbitrator shall not have the power to award punitive damages, treble damages, or any other damages which are not compensatory, even if permitted under the laws of the State of Illinois or any other applicable law. The written decision of the arbitrator shall be final and binding and enforceable in any court having jurisdiction over the parties and the subject matter of the arbitration. The non-prevailing party shall pay all arbitration fees of the prevailing party. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court.

15 Indemnification By Customer.

Customer shall defend, indemnify, save and hold harmless Andy's Hub (and its contracted providers, Sitters agents, customers, servants, officers and employees) from and against any and all demands, liabilities, fines, losses, costs, claims or suit (actual or threatened), and expenses, including reasonable attorneys' fees, court costs and other reasonable expenses of litigation (collectively "Liabilities") asserted against or incurred by Andy's Hub that arise out of or relate to Customer's premises or any actions performed by the Customer including, without limitation, any Liabilities arising out of or relating to any injury to person or property caused by Customer.

16 Assignment.

Customer may not assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of Andy's Hub. Andy's Hub may assign this Agreement without prior notice or consent of Customer.

17 Amendments.

This Agreement, including this Section 17, may not be modified except by an agreement in writing signed by both parties subsequent to this Agreement.

18 Governing Law; Venue; Limitation of Actions.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Illinois, without regard to conflicts of laws rules. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. No action by Andy's Hub or Customer arising under this Agreement may be brought at any time more than one (1) year after the facts occurred upon which the cause of action arose.

19 Waiver.

Unless explicitly stated otherwise in this Agreement, neither party shall be deemed by mere lapse of time (without giving notice or taking other action hereunder) to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

20 Severability.

If any provision of this Agreement, or its application to any person or circumstance, shall be found invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected, and shall remain enforceable to the fullest extent permitted by law. Upon a determination that any term or provision is invalid, illegal or unenforceable, this Agreement shall be modified to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21 Entire Agreement.

This Agreement supersedes all prior negotiations and agreements between the parties, and constitutes their entire understanding, with respect to the subject matter contained herein.

22 Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.