

**TERMS OF SERVICE FOR HIVE HOME  
SERVICES INC.  
("Hive")**

These terms of service are for babysitting services (the "Services") provided by Hive to the Parent(s)/Guardian(s) of the children being cared for by Hive Sitters.

**PAYMENT**

The fee for the Services will be dependent on if the families have selected a one-time booking, the Standard Membership, or the Premium Membership. After the Parent(s)/Guardian(s) first booking and/or after selection of a Membership Plan, Hive will send a link to the Parent(s)/Guardian(s) to pay online. Payment is due to Hive within fifteen (15) business days after receiving this initial invoice. For subsequent bookings, Hive will automatically charge the card that the Parent(s)/Guardian(s) used to pay the initial invoice (card details can be updated at any time) and will send the Parent(s)/Guardian(s) a receipt of the payment. If the hours and/or charge in the receipt do not accurately represent the service received, please call 647-866-1661 and Hive will issue a full or partial refund if appropriate.

**LATE FEES**

If a payment is not made or credit card payment is declined and not paid in full by the original payment due date (ie, within fifteen (15) business days after receipt of the invoice), there will be a late fee of fifteen percent (15%) of the amount of the original invoice.

**CANCELLATION FEES**

If the Parent(s)/Guardian(s) cancel scheduled Services within twenty-four (24) hours of the start time of the booking, the cancellation fee will be equal to the cost of two (2) hours of Services.

**OVERTIME**

For the purpose of this Contract, overtime rates are considered any amount of time where the Services are provided an hour after the scheduled return time. Hive will charge the Parent(s)/Guardian(s) an additional \$8.00 per hour for each hour where the Services are provided, beginning an hour after the scheduled return time.

**WAIVER**

Hive babysitters are pre-screened and have the following requirements for being accepted onto and staying on the roster:

- Up-to-date CPR training
- Criminal Record Check
- Two professional references from families and/or child care facilities for which they have worked previously
- Minimum of two years of experience caring for children
- An interview that includes scenario based questions that assess their ability to make responsible judgement calls
- Adherence to Hive Babysitter Code of Conduct outlined in **SCHEUDLE A.**

Beyond the previously listed qualifications, Hive accepts no responsibility whatsoever for any acts or omissions of the babysitters while they are carrying out the Services. The Parent(s)/Guardian(s) hereby accept any and all responsibility for and assume the risk of any and all injury or damage which might arise directly or indirectly while the children are under the care of a Hive babysitter. The Parent(s)/Guardian(s) hereby expressly release, discharge and hold harmless from any and all claims, demands, suits, costs, and charges in connection with or arising out of the Services, Hive and its directors, officers, employees, contractors, in their capacities as representatives of Hive. The Parent(s)/Guardian(s) further agree to indemnify, save and hold harmless Hive from any loss, liability, legal fees, damage or costs that it may incur out of or related to the Services offered by Hive.

The Parent(s)/Guardian(s) hereby grant permission for Hive and its contractors and employees to take whatever reasonable and good faith decisions or actions they deem necessary regarding the health and safety of any children for whom the Services are being provided in the event that the Parent(s)/Guardian(s)'s cannot be reached or in the situation where time is of the essence and fully release Hive and its contractors and employees from any liability in connection with those decisions or actions. If the Parent(s)/Guardian(s) are separated or divorced, Hive will follow the instructions of the parent/guardian who signs the agreement unless otherwise advised in writing.

The Parent(s)/Guardian(s) certify that they are familiar with the contents of the agreement herein and express that it is their intention that by signing this the same be binding on them, their heirs, administrators, executors and assignees.

#### GENERAL

This Contract may be amended, and any amendment must be in writing and executed by both parties.

If Hive chooses not to enforce any portion of this Contract, it does not constitute waiver of Hive's right to enforce any other provision of this Contract.

## **SCHEDULE A**

### **Hive Babysitter Code of Conduct**

As a Hive Contractor, I undertake and agree that:

- I am CPR certified and will keep my training up-to-date by renewing my CPR as required.
- I have submitted a clean police record check to Hive and will update Hive of any changes.

#### **I will:**

- show up to the shifts I have accepted in a timely manner (arriving at the shift 5 minutes before the scheduled start time except in the event of extenuating or uncontrollable circumstances).
- inform Hive as soon as I become aware of any conflict in terms of my being able to attend an agreed upon shift.
- provide exemplary care to the child/children I am providing care for including but not limited to keeping them safe and healthy.
- clarify any uncertainty I have about best practices and/or any questions I have regarding the children in my care with their parents/guardians.
- respect the parent/guardian's house rules and instructions regarding the care of their children (bedtime routines, sleep schedules, etc.) unless the instructions go against my better judgement for ensuring the safety of the children in my care in which case I will inform both the family and Hive about my concern as soon as reasonably possible.
- clean up after myself and the children in my care, and strive to leave the house in a better state than it was in when I arrived.
- be accessible to parents at all times (ex. keeping phone charged).
- take appropriate measures if any problems arise to ensure the safety and well-being of the children in my care. I will contact emergency services if necessary as well as parents/guardians. If I am unable to reach parents/guardians I will communicate with emergency contacts.

#### **I will not:**

- under any circumstances use verbal or physical punishment with the children in my care and will only raise my voice if required to protect the children from immediate threats to their safety.
- steal or cause deliberate damage to the belongings of the families for whom I am providing care and will notify families of any accidental damage that was caused in their absence.
- take food or drinks from the home in which I am providing care unless given explicit permission.
- post photos, videos, or any media of or relating to the families I am caring for and the home in which I am providing care unless given explicit written consent from the parents/guardians.