



NURSING SERVICES AGREEMENT

This Nursing Services Agreement (this "Agreement") is entered into as of the ____ day of _____, 20____, by and between Beacon Nursing and _____ ("Client"). Each Nurse Provider and Client may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Independent Nurse Contractor provided certain nursing services, as defined below, and Independent Nurse Contractor desires to provide (sell) such nursing services under the terms and conditions set forth in this Agreement; and

WHEREAS, Client desires to purchase the Services offered for sale by Independent Nurse Contractor under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and for other services and valuable consideration exchanged by the Parties as set forth in this Agreement, the Parties, intending to be legally bound, hereby mutually agrees as follows:

1. Sale of Nursing Services. Independent Nurse Contractor agrees to provide an agreed upon service package which will be carried out at the Clients desired location (home, hospital, or hotel), and Client agrees specified package prices:

HOURS				
RATE				CALL

ADDITIONAL HOUR	
RATE	

2. Payment Agreement. Client will pay to Independent Nurse Contractor for the services and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of _____.

Unless otherwise stated.

3. Payment.

Service Provider can invoice the Client upon the agreed desired services, or the Client can make a payment via credit card in person prior to services. Unless otherwise stated, payment for the Services is due within 24 hours of the date of the needed Service or invoice. Pay plans are available if services are requested 30 days prior to the date of service.

4. **Delivery of Services.** Service Provider will provide the agreed upon services for the Client on the scheduled date of _____ at the following address:_____.

5. **Cancellation Policy.** If the Client has paid for or any part of a planned service and the scheduled procedure/appointment is cancelled by the Beacon Nursing. A full refund will be given back to the Client within 10 days of the cancellation. If the Client cancels the procedure/appointment on the date of service there will be a 25% charge for cancellation under 24 hours prior to service date (if not cancelled by Beacon Nursing).

6. **Right of Inspection.** Client shall be allowed to ask any questions or voice any concerns prior to receiving services and shall do so before receiving any type of mind altering medications on procedure day. Once sedative or mind altering medications are given, a next of kin or power of attorney for the client can act as the client regarding this contract.

7. **Force Majeure.** Independent Nurse Contractor shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Independent Nurse Contractor's reasonable control.

8. **Limitation of Liability.** Independent Nurse Contractor will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Independent Nurse Contractor has been advised of the possibility of any such damage. In no event will Independent Nurse Contractor 's liability exceed the price paid by the client to Independent Nurse Contractor for the services provided to rise to the claim or cause of action.

9. **Amendments.** No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

10. **Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of _____, not including its conflicts of law provisions.

11. **Disputes.** Any dispute arising from this Agreement shall be resolved in the courts of the State of California.

12. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

13. **Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

14. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement

may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

CANCELLATIONS: YOU, THE CLIENT, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 24 HOURS BEFORE THE DATE OF SERVICE WITHOUT PENALTY.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

Client Signature

Client Full Name

Client Representative Name

Client Representative Title

Independent Nurse Contractor
Signature

Independent Nurse Contractor
Full Name

Independent Nurse Contractor
Representative Name

Independent Nurse Contractor
Representative Title