

POSTPARTUM CARE SERVICES AGREEMENT

Date of Agreement: _____

BETWEEN

Service Provider Representative: _____

Address: 3088 Empoli Ln, San Jose, CA 95136

AND

Client: _____

Address: _____

Expected Birth Date of Child: _____

Hereinafter referred to collectively as the "Parties" and individually as a "Party".

DEFINITIONS

- **Service Provider Representative:** Refers to Kyunghye Cho, representing the company offering Postpartum care services.
- **Nanny:** Refers to the individual employee assigned by the company to deliver the Postpartum care services to the Client. The Nanny may differ from the Service Provider Representative.
- **Client:** Refers to the recipient of the Postpartum care services.
- **Postpartum care services:** Refers to the services provided by the Nanny as outlined in this Agreement.

ARTICLE 1: NATURE OF SERVICES

The Service Provider, through its assigned Nanny, shall offer comprehensive Postpartum care services as detailed within this Agreement. The minimum service period is 15 days. The basic family unit consists of the mother, newborn, and husband, with additional charges for extra family members.

ARTICLE 2: TERM

The term of this Agreement shall commence on the above-mentioned date and continue unless terminated by either Party with due notice.

ARTICLE 3: COMPENSATION

The Client shall compensate the Service Provider as per the following agreed terms:

# Week	Amount	Deposit
1 Week		
2 Weeks		
3 Weeks		
4 Weeks		
5 Weeks		
6 Weeks		
Other		

ARTICLE 4: HEALTH AND SAFETY

The Service Provider must be informed of any known allergies or health concerns regarding the child:

- Known Allergies: YES / NO
- If yes, specify: _____

ARTICLE 5: WORK SCHEDULE AND CONDITIONS

The Service Provider's standard working hours are defined as follows:

- **Residential Service:** From 9 AM to 9 AM the following day, with a 3-hour daily break. This constitutes a '1 week' service period, equivalent to five days per week.
- **Commuting Service:** Monday to Friday, from 9 AM to 6 PM, including a 1-hour daily break.
- **Long-Distance Service:** The service period for long-distance assignments is defined as 'seven consecutive days' without a standard day-off. During this period, the nanny commits to continuous engagement, working for 5 days in the first week, 10 days in the second week, 15 days in the third week, and 20 days in the fourth week. This calculation results in approximately 6 weeks of work per month, totaling 30 workdays.

During service hours, postnatal caregivers do not drive a car. It is essential, especially during residency periods when night feeding is frequent, to ensure the caregiver gets about 3 hours of sleep between lunch and dinner for adequate rest and effective performance.

ARTICLE 6: SERVICE RESERVATION AND CANCELLATION POLICY

1. Service reservations are to be made post-consultation with the director. The service fee is to be paid directly to the care provider in 1-week increments. For services in other states, round-trip flight tickets are to be borne by the mother.
2. Terms regarding cancellations and refunds:
 - No refunds for cancellations without reason after the contract.
 - Full reservation fee refunded for preterm delivery or miscarriage.
 - Nominal amount deducted for unfair cancellations.
 - Reservation fee refunded or another caregiver assigned if canceled due to the caregiver's health or personal reasons.
3. The Client is encouraged to consult with their primary physician about the health of the mother and baby. The Client must notify the caregiver of any special conditions of the mother and baby. The caregiver is not responsible for issues arising from failure to notify. Cooperation in safety management during work is expected; the Provider is not responsible for minor injuries or accidents.

ARTICLE 7: DUTIES AND RESPONSIBILITIES

The Nanny's duties include but are not limited to, meal preparation and serving, postpartum support such as assistance with recovery from childbirth, helping with newborn care like diaper changing, dressing, bathing, and nighttime assistance. Additionally, the Nanny shall provide therapeutic breast massage, sitz bath, and foot bath. The role also encompasses laundry and cleaning specific to the child's and mother's needs.

ARTICLE 8: EXTENSION AND TERMINATION

For extensions, apply at least one week in advance and pay an additional reservation fee. If the postnatal caregiver determines it is difficult to proceed due to insults to their dignity or authoritative interference in service by the mother or other family members, demands for medical acts, or excessive household chores, the service may be discontinued.

ARTICLE 9: GENERAL PROVISIONS

This Agreement represents the full understanding between the Parties and supersedes all prior agreements, written or oral. Any amendments to this Agreement must be made in writing and signed by both Parties.

ARTICLE 10: Long-Distance Service Costs

1. For long-distance services, the customer is responsible for covering the airfare and transportation expenses incurred by the service provider.
2. Airfare and transportation expenses must be paid by the customer upon request by the service provider and prior to the commencement of the service.
3. The service provider is obliged to provide evidence of the airfare and transportation expenses.
4. The airfare and transportation expenses under this clause are separate from the contracted service fees and shall be considered as additional costs.

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

Client:

Service Provider:

(Printed Name of Mother)

(Printed Name of Service Provider)

(Date)

(Date)

(Signature of Mother)

(Signature of Service Provider)

Contact Email: moms1004care@gmail.com

We promise to do our best for the mother and newborn.