**NEWBORN NIGHTINGALES, LLC - TERMS AND CONDITIONS**

These **TERMS AND CONDITIONS** create a legally binding obligation between the undersigned “Client” (the “***Client***”) and Newborn Nightingales, LLC, a Texas limited liability company (“***NN***”). NN is engaged in the business of referring independent contractors (each a “***NN Contractor***” and collectively, the “***NN Contractors***”) to clients and customers to provide night nursing services, consultations on infant care, including, without limitation, with respect to the establishment of a healthy nighttime routine for babies and toddlers, as well as a supportive doula packages offering daytime care (collectively, the “***Services***”). NN requires that Client agree to these Terms and Conditions as a condition to the referral of any NN Contractor to Client for the performance of any of the Services. Accordingly, Client and NN hereby agree as follows:

1. Client Obligations.

(a) Client hereby acknowledges and agrees that Client has received the rates to be paid for the Services to be provided by NN to Client. Notwithstanding the foregoing, Client hereby acknowledges and agrees that all or any of such rates are subject to change from time to time by prior notice thereof from NN to Client and that, by requesting any Services, Client agrees to the applicable rates in respect thereof as then-in effect. In addition, Client shall be obligated to reimburse NN for the cost of any parking that is reasonably incurred by any NN Contractor in connection with the performance of any of the Services for Client.

(b) Invoices must be paid within fourteen (14) calendar days upon receipt by Client. Client agrees that invoices that are not timely paid, in accordance with this provision, are subject to a late fee of five (5) percent of the outstanding balance.

(c) All correspondence (whether written, electronic or oral), from, and all other materials provided by, NN or any NN Contractor to the Client in connection with the Services shall be held by the Client in strict confidence and not disclosed or made available to any third party.

(d) Client will not directly engage (as opposed to an engagement through NN) any NN Contractor to perform any Services for Client who has previously performed any Services for Client as a contractor of NN without the prior consent of NN.

2. Disclaimer; Fees not Refundable. Client hereby acknowledges and agrees that NN refers independent contractors to provide the Services. As between NN and Client, Client is solely responsible for determining and agreeing with each applicable NN Contractor the nature of the Services to be performed and the manner in which such Services will be performed. Because of the nature of the Services, NN does not warrant, predict, or guarantee results. Accordingly, the fees charged by NN to Client for the Services are not refundable under any circumstances. **ALL SERVICES ARE PROVIDED “AS-IS”, AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE SERVICES ARE HEREBY EXPRESSLY DISCLAIMED BY NN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUTE, LAW OR TRADE DEALING OR USAGE**.

3. Liability; Exculpation. **NN hereby expressly disclaims any liability or responsibility whatsoever for any accident, injury, loss, or damage, including death, suffered or incurred by Client, any member of Client’s family (including, without limitation, Client’s child), or any property of Client or any member of Client’s family, as applicable, in connection with the Services. To the maximum extent permitted by law, CLIENT hereby RELEASES, holds harmless AND WAIVES ANY AND ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER AGAINST NN from any and all liability, claims, losses, DAMAGES, and actions arising out of or in connection with THE SERVICES or THE PRESENCE OF ANY NN CONTRACTOR ON OR ABOUT CLIENT’S PREMISES, WHETHER CAUSED BY THE NEGLIGENCE OF NN, ANY NN CONTRACTOR, or otherwise. CLIENT HEREBY FURTHER COVENANTS AND AGREES NOT TO FILE OR CAUSE TO BE FILED ANY LAWSUIT asserting any claims that are released in this section 3. By executing these Terms and Conditions, Client represents and warrants to NN that it is Client’s express intent that the provisions of these Terms and Condition, including, without limitation, the provisions of this Section 3, shall bind the members of Client’s family and Client’s spouse (if any), if Client is alive, and Client’s heirs, assigns and personal representatives, if Client is not alive (Client’s “Representatives”). It is also Client’s express intent that the provisions of this Section 3 shall be deemed a RELEASE, WAIVER, DISCHARGE and COVENANT NOT TO SUE by my Representatives.**

4. Governing Law. THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO WITH RESPECT TO THE MATTERS DESCRIBED HEREIN SHALL BE INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

5. Resolution of Disputes. Any dispute arising out of or relating to the Services that cannot be settled by the parties will be subject to mediation, to be held in Fort Worth, Texas, under the Commercial Mediation Rules of the American Arbitration Association (the “***AAA***”), with a mutually agreeable mediator, before resorting to arbitration. The cost for the mediator’s fees for such mediation shall be shared equally by the parties. If such dispute is not settled in such mediation within thirty (30) calendar days after commencement of such mediation, the parties agree that such dispute shall be settled arbitration conducted in accordance with the Commercial Arbitration Rules of the AAA American then applying with a single arbitrator, as mutually agreed upon by the parties or, if they cannot agree, as selected by the AAA. Each party agrees that the losing party, as decided by the arbitrator, will bear the expenses of the arbitration proceedings. Any arbitration award of the arbitrator will be final and binding and not subject to review or appeal. Judgment upon any arbitration award rendered may be entered in any court having appropriate jurisdiction. The parties agree to submit to arbitration and carry on any arbitration hearings or proceedings in Dallas, Texas. Except as may be required by law, no party may disclose the existence, content or results of any mediation or arbitration hereunder without the prior written consent of all parties.

**IN WITNESS WHEREOF**, Client and NN have executed and delivered this Agreement as of the date set forth below.

**NEWBORN NIGHTINGALES, LLC**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**CLIENT**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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