

Non-Solicitation Agreement

This Non-Solicitation Agreement ("Agreement") is made and entered into by and between:

Paramount Home Care Services, LLC, a personal care agency, located at 2410 N. Dearborn St, Indianapolis, In 46218 (hereinafter referred to as "Agency"), and

(Client Name) _____, an individual or their representative, located at (Client Address) _____ (hereinafter referred to as "Client").

Effective Date: 01/01/2025

WHEREAS, the Agency provides personal care services to the Client under an agreement for services (the "Services Agreement");

WHEREAS, the Agency desires to protect its legitimate business interests, including the retention of qualified staff and the integrity of its service model, from the solicitation of its employees, contractors, and caregivers by the Client or the Client's family members or representatives;

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Purpose

The purpose of this Non-Solicitation Agreement is to prevent the Client from directly or indirectly soliciting, recruiting, or hiring any current employees, contractors, or caregivers of the Agency, either during the term of the Services Agreement or for a specified period thereafter.

2. Non-Solicitation of Employees

The Client agrees that during the term of the Services Agreement and for a period of twelve (12) months following the termination or expiration of the Services Agreement, the Client shall not:

1. **Directly or indirectly solicit, hire, or attempt to hire** any employee, caregiver, contractor, or agent of the Agency who has provided services to the Client within the preceding twelve (12) months.
2. **Encourage or induce** any employee, caregiver, contractor, or agent of the Agency to leave the Agency, either by offering them employment or by any other means.

3. Non-Solicitation of Clients

In addition to the non-solicitation of employees, the Client agrees that during the term of the Services Agreement and for a period of twelve (12) months following the termination or expiration of the Services Agreement, the Client shall not:

1. **Solicit or encourage any other client** of the Agency to discontinue their relationship with the Agency or to seek services from any competing personal care agency.

4. Exceptions

This Agreement does not apply in the following circumstances:

1. If an employee or caregiver approaches the Client on their own accord and expresses interest in providing services outside of their relationship with the Agency, without any solicitation or encouragement from the Client.
2. If the Client enters into a separate agreement with the Agency allowing for the engagement of specific employees or contractors after the termination of the Agreement.

5. Consequences of Breach

The Client acknowledges and agrees that any violation of this Non-Solicitation Agreement could result in significant harm to the Agency. If the Client breaches this Agreement, the Agency shall be entitled to:

1. **Injunctive Relief:** The Agency may seek injunctive relief to prevent further violations of this Agreement.
2. **Monetary Damages:** The Client shall be liable to the Agency for any damages caused by the breach, including but not limited to the loss of business or the costs associated with recruiting and training replacement staff. Such damages will be capped at \$5000 or the total value of the Services Agreement, whichever is greater.
3. **Termination of Services:** The Agency may immediately terminate any ongoing services under the Services Agreement, without liability, if the Client is found to have violated this Non-Solicitation Agreement.

6. Confidentiality

The terms of this Non-Solicitation Agreement, including the duration and scope of the non-solicitation restrictions, are considered confidential. Neither party will disclose the terms of this Agreement to any third party except as required by law or as necessary to enforce the terms of this Agreement.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law principles.

8. Severability

If any provision of this Agreement is found to be unenforceable or invalid, such provision will be modified to reflect the parties' intention as closely as possible, and the remainder of the Agreement will remain in full force and effect.

9. Entire Agreement

This Non-Solicitation Agreement, together with the Services Agreement and any other documents referenced herein, constitutes the entire agreement between the Agency and the Client with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements.

10. Acknowledgment and Agreement

By signing below, the Client acknowledges and agrees to the terms of this Non-Solicitation Agreement and understands the restrictions imposed on solicitation of the Agency's employees, contractors, and clients.

IN WITNESS WHEREOF, the parties have executed this Non-Solicitation Agreement as of the Effective Date.

Paramount Home Care Services, LLC

By: _____

Name: LaToyia Hurst

Title: Executive Director

Date: _____

Client

By: _____

Name: _____

Date: _____