



Dear \_\_\_\_\_,

Aaron's Home Care (the "Company") provides the very best of home care services to its clients and client families in the United States. We pride ourselves on the delivery of effective and compassionate care through a team of accomplished employees committed to excellence. I am pleased to offer you employment with the Aaron's Home Care office of the Company as a Caregiver. Your start date will be decided upon your acceptance of this offer. You will be reporting to Todd Barker. This letter sets forth the terms of the offer and, if you accept these terms, will govern, along with all other policies and practices of the Company, your employment. You agree that, to the best of your ability and experience, you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you pursuant to the express and implicit terms hereof, and to the reasonable satisfaction of the Company.

As a Caregiver, you will be responsible for the provision of companionship, personal care and/or homemaking services and understand that state law does not allow you to perform medical procedures or administer medication, narcotics or injections. You will be assigned to clients based on your qualifications and their stated needs. You will be responsible for arriving at the client location at the appointed time. The arrangements for the duration of your assignment, the hours of work, and the specific needs of the client will be handled by the Company and will be communicated to you. You agree to adhere to those requirements during the term of your assignment and agree to be fully available during that period. We, of course, reserve the right to periodically monitor your performance and your compliance with state and federal regulation, our scope of service, the client plan of care, and other factors.

Your employment status will be one of employment-at-will, which means that you or the Company may terminate your employment at any time with or without notice. That said, if you decide to terminate your employment with the Company, we request that you provide at least 14 days' notice so that we can arrange for seamless coverage for our clients.

Your initial rate of pay will vary depending on the type of services sought by the clients to whom you are assigned. We will explain to you the type of case to which you are being assigned so that your hourly rate of pay is clear. Your position as Caregiver is "non-exempt", which means that you will be eligible for the payment of time and a half of that rate for hours worked in excess of 40 hours in a workweek, to the extent required by applicable federal or state law. It is your responsibility to keep track of your hours of work and to report them to the Company office on a weekly basis in a writing signed by you.

You acknowledge that you will be compensated only for hours worked during the periods of client assignment. If you will be providing 24 hour plus or live-in services, you will be expected to execute a Compensatory Time Agreement. In addition to your hourly rate of compensation, you may be eligible for other Company benefits according to the terms of those benefits. You will be provided with an Employee Handbook describing those benefits. The Company reserves the right to modify any of its benefit programs and plans at any time at its sole discretion.

During your employment and for a period of two (2) year thereafter, you agree that you will not, directly or indirectly, solicit, induce, or attempt to solicit or induce, any Company client to terminate his/her agreement or other relationship with the Company. During your employment and for a period of one (1) year thereafter, you



also agree that you will not provide Services to any Company client to whom you were assigned, except through an assignment from the Company. In the event that you violate either of these requirements, you will be obligated

to pay our attorneys' fees in enforcing these requirements, as well as liquidated damages of \$1,000.00 per client for each violation.

This offer is contingent upon you returning to us a signed copy of the enclosed Confidentiality, Non-Competition, Non-Solicitation and Arbitration Agreement, as well as satisfactory completion of all other pre-employment screening and procedures of the Company.

This offer is also contingent upon our review in our sole discretion of your background to determine suitability for a Caregiver position. This will include, as appropriate, a review of references, criminal history and credit, among other items ("Background Check"). It shall be within our sole discretion, subject to and in accordance with applicable state or federal laws, rules or regulations, to determine whether you are suitable for a Caregiver position, based upon the results of your Background Check. By signing this offer letter, you hereby authorize the conduct of the Background Check and certify that your employment with the Company would in no way violate the terms of any restrictive covenant to which you are a party.

In accordance with federal law, you will also be required to provide documentation and complete a Form I-9, certifying that you are authorized to work in the United States.

This letter sets forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.

We are confident that you will enjoy being a member of the Aaron's Home Care Team and find working with us personally rewarding. If you choose to accept this offer under the terms set forth in this letter and in the enclosed Confidentiality, Non-Competition, Non-Solicitation and Arbitration Agreement, please sign this letter and the agreement in the spaces provided and return both documents to me at the address below, on or before \_\_\_\_\_, 201\_\_.

If you have any questions or need additional information, please contact me.

Sincerely,

\_\_\_\_\_  
Todd Barker

Aaron's Home Care

**Caregiver Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_