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Nanny Agency Client Agreement  
(Add agency name)

State/Province of \_\_\_\_\_

This agreement is made effective on \_\_\_\_\_ between The \_\_\_\_\_  
Agency (herein after referred to as Agency) with an address of

\_\_\_\_\_

and \_\_\_\_\_ (hereinafter referred to as Client)

**Client information**

Address:

Email Address:

Phone:

Placement Request:

**1. Agency Overview:**

The Agency is a nanny and home staff referral service who will search and refer candidates for employment for Client. Agency acts as a lawful and insured agent and representative on behalf of the Client

The Agency agrees to accept such appointment, to represent the Client and perform such Services in the territory described herein, under the terms and conditions in this Agreement.

The Client agrees Agency is a non-exclusive agent and is free to work with other Clients. In the event another agency refers a candidate The Agency has already referred, Client is required to pay the full placement fee should the Client decide to hire the candidate. Because we value your time, we highly recommend using one agency. We also take pride in working one on one with Clients, as this helps to avoid double placement and additional fees. Additional info can be found under the **Fees Schedule** article.

**2. Scope of Work and Expectations:**

The Agency is retained to the Client to perform the search for a suitable Nanny/ Home Staff. The Client understands that the Agency is only responsible for the search, prescreening and referral of the Applicant. The Client is responsible for employment and payment of the referral fee. Corporate and special event job Placements will be paid directly through The Agency.

All Applicants (hereinafter referred to as Placement) will be presented to the Client, as they become available for consideration for home staff. Applicants are screened prior to their placement with the Client only to the extent that they meet the Agency's criteria for a qualified Applicant. Drug tests are available for an additional fee if a request is given.

Applicants go through extensive personal interviews, as well as background and reference checks, prior employment history checks, criminal background checks, sexual predator history, and we obtain motor vehicle and driving records. Client agrees to interview applicants carefully to determine whether they meet the Client's criteria and can fulfill the Client's expectations for their position. Offers of employment should not be made by Clients before carefully interviewing applicants, and notifying The Agency. The Agency will refer up to 12 candidates. If a Client requires additional candidates, there is a fee of \$100 per additional candidate. The Agency will work to only refer Candidates that meet the Client's expectations.

**In the event the placement process begins and there is no communication from the Client 30 days after signing the agreement, this agreement will be terminated and a new contract must be drafted. There are no refunds and new fees will be required. Exceptions will be made in the event of an emergency.**

### **3. Hiring:**

The Client agrees not to offer employment to any applicants referred by Agency, without first communicating with Agency directly. Clients agree to communicate with the agency before extending an applicant a job offer or beginning a trial period. Clients also agree to notify the Agency of the date the applicant begins their first day and when employment officially begins. This only applies to Clients seeking full or part time staff.

Temporary Placement names will be released to The Client before the work day, unless a particular caregiver is requested.

Special Event Nannies/Staff will be placed by the agency and The Agency will provide names three days prior to the event.

### **4. Fees:**

New Clients seeking backup care, as needed care, temp or a short term placement are required to pay a non-refundable registration fee of \$\_\_\_\_ to the Agency before the nanny/home staff begin work. There is also a separate placement fee of \$\_\_\_\_ per day temp coverage is needed after the first placement.

In home temp nannies are paid directly by the family at the end of the shift. Families in need of one time childcare will pay a one time booking fee of \$\_\_\_\_ each day a nanny is needed. Overnight care requests require a placement fee of \$\_\_\_\_ and the nanny will be paid a set rate every 24 hours. Client agrees to reimburse nannies for driving miles, purchases and any incidentals. Final rates are determined between the family and the nanny, and she is paid at the end of her shift.

Clients seeking a full or part time Placement must pay a \$\_\_\_\_\_ deposit before the search for home staff begins. The remaining fee for a full and part time Placement is due before the initial job start date.

## **5. Placement Packages and Fee Schedules (Customize this to your Agency)**

### **Permanent Placement-**

**Level 1:** \$\_\_\_\_\_ or 10% of the yearly salary, whichever is greater. Includes 10 backup/emergency care placements for the 1st year and a 90 day replacement period. Any replacement after the guaranteed replacement period is 50% of the original placement fee. Details are outlined in the agency agreement

**Level 2:** \$\_\_\_\_\_ or 12% of the yearly salary, whichever is greater. Includes 10 backup/emergency care placements for the 1st year and a 120 day replacement period. Any replacement after the guaranteed replacement period is 50% of the original placement fee. Details are outlined in the agency agreement.

**Level 3:** \$\_\_\_\_\_ or 15% of the yearly salary, whichever is greater. Includes 10 backup/emergency care placements for the 1st year and a 180 day replacement period. Any replacement after the guaranteed replacement period is 50% of the original placement fee. Details are outlined in the agency agreement.

For example, a nanny who makes \$18 an hour will be paid a base salary of \$37,440. The permanent placement fee due to the agency is \$4,492.80 for the 12% option. Placement Fees are those fees as defined in the Agency's Fee Schedule as of the date of the execution of this Agreement. Client acknowledges a receipt of said Fee Schedule, understands said Fee Schedule in its entirety and agrees to fees stated therein.

### **Backup Care and Short Term Placements**

Seasonal or Summer Nanny (up to 3 months) \$\_\_\_\_\_

Monthly placement - \$\_\_\_\_\_/month

Temporary Childcare or Staff - \$\_\_\_\_\_/day

Overnight Nanny or Staff - \$\_\_\_\_/day

Last minute Nanny or Staff, less than 24 hour notice \$\_\_\_\_/day

Major holiday placements \$\_\_\_\_/day

## **6. Special Event Nannies and Staff For Organizations**

There's a one time application fee of \$\_\_\_\_ for new Clients. After the first event, there's a placement fee of \$\_\_\_\_ per nanny plus the hourly pay rate of \$\_\_\_\_/hr, with 4 hours guaranteed pay. Rates are subject to change based on the nature of the event.

In the event Client would like recurring childcare, the yearly placement fee is \$\_\_\_\_\_/year. This fee covers unlimited event placements. The Placement's hourly pay rate is separate from this fee.

Major holiday event placement rates are \$\_\_\_\_ per nanny plus the holiday pay rate of time and a half. Additional services outside of childcare, i.e. personal assistants, hosts and event staff will be at minimum \$\_\_\_\_/hour. Pricing will be confirmed prior to placing staff. The hourly pay rate will be paid directly to The Agency. Please contact us for more info.

## **7. Fee Schedule:**

Agency fees are separate from the Nanny or Home Staff hourly rate. All placement fees are due before the Placement's start date. Clients are responsible for paying the Placement separately for in home services. Clients with permanent full and part time employees are also legally responsible for withholding the appropriate state and federal taxes. Household employees are not 1099 contractors.

All Nannies and home staff must be offered a pay rate at minimum of \$\_\_\_\_/hr to be placed through The Agency. The final rate will be discussed between the Placement and Client, as we allow each Placement to accept or decline the offered rate. The Agency will provide a sample Client and Placement a customizable contract before the Placement begins work. The work agreement must be signed before the first day of employment.

A 4 hour minimum is required for temp and backup care jobs. For example, if a Placement is only needed for 2.5 hours, the Client agrees to pay the Placement \$68 if their hourly rate is \$17/hour. We strongly encourage Clients to use an employee payroll service for permanent placement, as nannies and home staff are considered household employees. Please contact us for referrals.

Special event Nannies and Staff will be paid directly through the Agency. A 50% deposit of the Placement fee and hourly rate is required to secure childcare for the event. The remaining 50% deposit is due within 24 hours after the event ends. Requests for childcare less than 1 week before the event will incur a \$\_\_\_\_\_ rush childcare fee. In the event of a cancellation, Agency placement fees are non refundable but are transferrable. The hourly pay rate deposit is refundable and can also be transferred for the next event.

All fees must be paid in full before the initial start dates. In home Clients who employ their Placement before paying the appropriate referral fee as stated in this agreement will be subject to pay an additional \$\_\_\_\_\_ service fee for each week that the Placement fee is late in addition to the agreed upon fee.

### **8. Non Payment of Agency Fees:**

If at any time within one year after an initial meeting between a client and any applicant referred by the agency that the applicant becomes a direct or indirect provider of services to the Client, and the Client does not notify the Agency of the placement's employment and/or does not pay the appropriate fee, the Client agrees to pay the Agency the referral fee plus a \$1000 termination fee, in addition to any legal fees or court costs incurred by Agency in collecting such fees.

The Client agrees to pay the fee in full before the placement begins employment. If the Client fails to pay the referral fee to the agency before the placement begins employment, Agency will have the right to obtain full payment of the referral fee from client, along with attorney's fees and court costs incurred, and will not be obligated to provide the Client with any replacement or guarantee services as specified below in this agreement.

### **9. COVID-19 Clause**

Clients must understand they can request a Placement to be vaccinated, however a Placement is not required to have the vaccine to be registered with The Agency. Clients agree not to force Placements to get the vaccine. Vaccination is at will and determined by the Placement.

In the event of a government required shutdown, The Agency will pause the search and honor any placement requests should the Client make such requests, up to 30 days. Guaranteed replacement periods will be paused in the event the Client and Placement shelter in place separately, up to 30 days. Client and Placements understand The Agency is not liable for any decisions made within their employment agreement. Please contact The Agency for assistance and guidance through the COVID-19 Clause.

## **10. Refund Policy & Guarantee:**

Guarantee – The time period often referred to as the ‘Guarantee Period’ or “Replacement Period” is a period of \_\_\_ days, \_\_\_ days, \_\_\_ days from the start date of arrival in the employer’s residence, in which Agency warrants that any Candidate referred by The Agency and employed by the employer will remain continuously employed by the employer for that time period.

If the employer terminates the candidate’s employment with cause, or if the candidate voluntarily resigns without good cause within the “Guarantee Period,” Agency will, without additional charges or fees, make such reasonable additional referrals of candidates to the Client to assist the Client to hire a replacement for the remainder of the “Guarantee Period.”

The employer acknowledges and agrees that Agency's liability pursuant to this warranty is limited solely and exclusively to our obligation to refer additional candidates for the employer’s consideration, whether or not that results in a hire. The Agency cannot change or update requests to this contract as we strive to be an ethical business. All terms are legally binding.

## **11. Mistreatment and Abuse**

If the employee resigns due to the employer materially changing the job description, adding responsibilities or duties, or changing the work schedule after the employee’s start date from what was initially agreed upon in the “Job Description and Contract”, or mistreatment and abuse of the employee, Agency, then has no obligation to replace the employee and the warranty period becomes void upon the employees resignation.

We have the right to dissolve the agency agreement immediately if we find someone we placed is being abused, falsely accused, not paid or mistreated. Legal action is always recommended by the Placement and we are here to be a support system on both ends. We ask that Clients and candidates are respectful, to have ethical practices, clean homes and safe work environments. We will do everything we can to resolve issues. We also ask that Placements are not paid under the table as this is illegal.

If we've placed a candidate who is not fulfilling job requirements and expectations outlined in the contract, we are here to support you by placing a new candidate. We run thorough background and reference checks before connecting you with candidates. We require Clients and candidates to sign a contract which lists job duties before employment begins. This helps to make sure both parties are clear up front. If the placement is a live in, we will help with the transition.

**There are no refunds on placement fees. The application and placement fees cover the Agency's time, background checks, advertisement of jobs and application fees. If a Client decides to hire a nanny outside of the agency, there are no refunds given and this contract is automatically terminated. If the Client later decides to utilize the agency for future placement, the Client agrees to sign and abide by the new contract. A new deposit is required before the search begins.**

All replacement periods are listed in each available package listed above. If Client wishes to cancel a special event agreement, they must notify the agency at least 1 week prior to the event to receive the nanny pay refund. Agency fees are non refundable. If canceled less than 7 days prior to the event, there are no refunds given.

## **12. Honor System**

If The Nanny is placed full time, part time, temporary or on call through The Agency, The Placement agrees to report if hour's have changed, if applicable, to The Agency. If duties and hours change, The Agency must be notified and a new contract and fees will be discussed.

Temporary and on call placements must be made through the agency prior to start date and all hours must be reported if they have increased from the original agreement. If the Placement is offered a job without notification of The Agency, they must notify The Agency immediately and appropriate fees are due.

If The Placement is referred to or introduced to a third party via the employer retained by The Agency within 2 years, The Placement must notify the Agency. The third party is responsible for a placement fee and will be legally bound by this agreement.

## **13. Non Compete Clause**

We require Placements and Clients who agree to work with The Agency to sign a non compete agreement. Each party agrees for a period of two years after placement or upon the last date of employment through The Agency as a temp, that they cannot open a placement agency or offer consulting services by sharing contracts or inside information from The Agency.

The Placement also agrees not to refer another candidate to a third party connected to a Client who has hired the services of The Agency within the two year period. The Placement agrees not to share private information of employers to another agency

or party for the protection of the employer. Failure to adhere to this agreement will result in legal action. All court costs are the responsibility of The Placement.

#### **14. Social Media**

The following definition will be used for "social media" in the context of this clause: mobile and web-based applications for user-generated content, communication, and social interaction. This definition includes, but is not limited to, the following social media platforms: blogs, online communities, discussion forums, review sites, Instagram, Twitter, Facebook, LinkedIn, Snapchat, Youtube, Tiktok, Pinterest and any other related or similar websites.

While your personal social media accounts are your personal business and within your control, we ask Clients not to negatively, publicly or privately share terms of The Agency, this agreement and applicants that are not your employees on social media. This includes private groups, public statuses or posts and leaving negative reviews and comments on our pages. Should there be an issue directly with The Agency, Placements or applicants we refer, please contact us directly so we can handle the matter privately.

We also ask Candidates and Placements not to share photos of employers children, job terms or employers private property without the consent of the employer. Candidates and Placements are encouraged not to be involved with inappropriate social media activities, photos or any slander that may directly harm or affect themselves, the employer, children and anything claimed to be unlawful.

We do ask Clients and Placements to share positive feedback, experiences and refer The Agency to Clients and Placements. Please contact The Agency to discuss terms.

#### **15. Relationship to Client and Nanny:**

The Agency is a nanny and home staff placement service, and does not train, employ outside of special event placement, or exercise control, authority or discretion over applicants referred to clients. We strongly encourage nannies to participate in career development and require they keep certifications up to date. Agency disclaims any and all responsibility for any conduct or omissions of any applicant, including any applicant hired by the Client. The Agency is not responsible for losses or damages resulting directly or indirectly from its Clients relationship with any applicant or Placement. Agency is not responsible for providing insurance or withholding any payroll taxes, and has no permanent employment relationship with its applicants or candidates outside of special event placements. Appropriate taxes will be withheld for services requested directly through the Agency. We recommend a nanny and home staff payroll service to handle payments for permanent placements.



Clients are responsible for making sure their employees are aware of all rules they want them to follow as well as safety concerns and hazards. All permanent Placements are required to sign a 1 year contract with responsibilities and duties included, unless stated in the employment contract. Contracts must include termination terms.

The Client, by signing this agreement, agrees to pay the appropriate deposit and placement fees and follow the appropriate policies in the event the Client hires any of the applicants referred by the Agency. This agreement embodies the entire agreement between Agency and the Client. There are not other contracts, agreements, understanding, promises, conditions or obligations made or entered by Agency and its Client other than those contained herein. No Modifications to this Agreement shall be Valid unless they are in writing and signed by both parties.

Agency \_\_\_\_\_ (Agency Use)

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