

Agency Candidate Agreement

This agreement is made between The _____ Agency (herein after referred to as The Agency), which offers referrals and placement to Nannies and Home Staff on behalf of Clients.

This Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties: The _____ Agency, a Limited Liability Company organized under the laws of the state/province of _____, having its principal place of business at the following address:

Hereinafter, "The _____ Agency" will refer to and be used to describe the following party: Agency. "Applicant" will refer to and be used to describe the following party: Candidate. Employer and Applicant may be referred to individually as "Party" and collectively as the "Parties" or "You." And the Candidate whose primary address is:

(You can forego the paragraph above and have Applicants print and sign their names at the bottom of the agreement, or add in space where they initial next to each clause)

1. Agency Overview

Agency is a nanny and home staff referral service who will search and refer Candidates for employment for Clients. Agency acts as a lawful and insured agent and representative on behalf of the Client and Candidates. The Agency agrees to accept such appointment, to represent the Candidates to perform such Services in the territory described herein, under the terms and conditions in this Agreement.

2. Non Guarantee of Referral or Placement

The Applicant understands that this is not an employment agreement, but a referral and placement service provided. Applicants are free to work with other agencies, Clients not referred by the Agency, and other job sources. Applicants are not bound to the Agency only. There are no fees to register with The Agency as an Applicant, however to remain registered, Candidates are required to keep all CPR/First Aid certifications, resumes and references up to date with proof submitted to The Agency.

It is **not a guarantee** that the Applicant will be offered a referral or placement, however The Agency will work diligently to connect Candidates with suitable Clients. The Agency has a right to terminate this agreement at any time, with or without cause to the Candidate. Neither Party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an Applicant registered with The Agency.

3. Intake and Placement Process

All Candidates must complete the intake process by filling out the online application or submitting a resume. The Agency will conduct a thorough background check which includes criminal history, driving records history, employment history, reference check and an agency interview. After meeting all requirements, clearance and acceptance to The Agency, The Candidate will be considered for placement from potential employers.

If chosen to interview with a Client, the initial interview will be setup by The Agency. The Candidate shall then interview with the Client and negotiate with the Client for potential employment opportunities if they choose to move forward. The Agency will assist in this process. If offered a position, The Agency must be notified before the start date.

The Candidate agrees they are not forced to accept or decline any job presented. The Agency is only a representative of the Applicant on behalf of the Client. If an Applicant accepts a referral through the Agency for permanent placement, the Applicant understands the Client is their employer and Applicant is fully responsible for negotiating all pay rates, contracts, benefits and incentives. The Agency is available to assist with negotiations however, final contracts are to be signed and agreed upon by The Client and Applicant.

In the event an Applicant is a no call no show for a job or interview, Agency reserves full right to end this contract immediately and not refer Applicants for jobs. Please communicate with the Agency directly if you cannot make a placed job or interview.

4. Permanent Placement

Clients in need of a permanent nanny or household staff usually seek long term commitment. Part time jobs are at least 15 hours per week and full time jobs are at minimum 35 hours per week. Applicants understand they are not charged a placement fee. Only Clients seeking employees are charged a placement fee. For permanent placement, Candidates must agree to a 1 year contract for full and part time positions. The Candidate must also agree to sign an employment contract which outlines all job details, pay rates, and job expectations.

In the event a Candidate cannot fulfill the year long contract due to change of interest, job role changes, mistreatment from the Client, not being paid or through termination, Candidates agree to communicate with The Agency immediately to assess the situation. Candidate must also agree to give Clients two to four weeks notice before choosing to end employment.

There are no benefits or insurance provided through the Agency. All benefits and paid time off must be discussed with the employer and must be solidified in a working contract.

Candidates understand they are not 1099 contractors and are tax paying household employees. Should a Client ask to list you as a contractor, please contact The Agency immediately. We will recommend a payroll company.

5. Temporary Placement

Candidates applying for temporary, short term or as needed care assignments must also complete the intake process. There are no contract periods with temporary and on call placement, unless agreed upon with the Agency and Client. The Agency must be notified if additional or permanent services are requested from a Client. Temp assignments are not considered 1099 contracting jobs, and all income must be considered taxable.

6. Special Event and Corporate Jobs Placement

Candidate understands if they are placed to provide child-care or services for a special event, they are temp referrals and will either be paid through the Agency on behalf of the Client, or from the Client directly. Payments can take up to two weeks and will be solidified before the job begins. Appropriate taxes will also be taken out. Special event and corporate job placements are not 1099 contractors for the Agency or for Organizations.

7. Trainings and Certifications

All applicants agree to keep CPR/First Aid certifications up to date with proof. Failure to do so will result in non referrals to Clients until renewed. Candidates understand The Agency is not a training service, but a referral service. The Agency may provide optional training for Applicants for professional development, however training is not required to be referred by The Agency. Applicants understand the importance of professional development and are encouraged to seek additional education, if applicable.

8. Honor System

If an Applicant is placed full time, part time, temporary or on call through The Agency, Applicant agrees to report all hours, if applicable, to The Agency. If duties and hours change with full and part time placement, The Agency must be notified and a new contract will be discussed with the Client only. Temporary and on call placement 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 Applicant is offered a job without consent of The Agency, Applicants must notify The Agency immediately. If an Applicant is referred to or introduced to a third party via the employer retained by The Agency, The Applicant must notify the Agency. The third part is responsible for a placement fee.

9. Non Competition (This is optional. Please tailor to your agency)

Throughout the duration and upon termination of this Agreement, Applicant acknowledges and agrees that Applicant shall not engage, directly or indirectly, as proprietor, partner, officer, Applicant or otherwise, in the same or similar activities as were performed for Agency in any business within the same city as Agency's business for the maximum allowable period under (your state or province) law throughout the duration and after the termination of this Agreement. Applicant is also prohibited from hiring or attempting to hire any of the Agency's other Applicants or staff. Applicant shall also be prohibited from soliciting any business from current clients of Agency while registered or for a period of one year after their last temp job or after a permanent placement.

Applicant agrees that they can cannot open a placement agency or offer agency consulting services by sharing contracts or inside information from The Agency. Applicant also agrees not to refer another candidate to a third party connected to a Client who has retained the services of The Agency. Applicant 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 Applicant.

10. Intellectual Property

Applicant hereby covenants and agrees not to release or otherwise disclose any Trade Secret Information, as hereinafter defined, that Applicant may have received in the course of the registration with the Agency. Trade Secret Information includes, but is not limited to, any formula, process, method, pattern, design, or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

If Applicant received any Confidential Information, as hereinafter defined, not subject to trade secret protection, Applicant shall maintain the secrecy of such information for a period of three (3) years after the termination of this Agreement. Confidential Information shall be defined as any information which is confidential and commercially valuable to Agency. Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to Agency. Confidential Information shall not mean any information which:

- a) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Applicant;
- b) is already known, through legal means, to the Applicant;
- c) is given by the Agency to third parties, other than the Applicant, without any restrictions;
- d) is given to the Applicant by any third party who legally had the Confidential Information and the right to disclose it; or
- e) is developed independently by the Applicant and the Applicant can show such independent development.

11. Arbitration

Should any dispute arise between Agency and Applicant regarding this Agreement or the relationship in general, including but not limited to, the application process, Applicant's performance and/or any possible termination from Client, Agency and Applicant will confer in good faith and attempt to resolve such dispute. If the Parties are unable to resolve the dispute, and should either Party desire to pursue a claim against the other Party, the only resource available to Agency and/or Applicant will be final and binding arbitration. The arbitration shall be held in the state of (your state or province) and shall be conducted by an impartial third-party arbitrator. The arbitration shall be confidential.

Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

12. 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, private and public Facebook groups, discussion forums, review sites, Instagram, Twitter, Facebook, LinkedIn, Snapchat, Youtube, Tiktok, Pinterest and any other related or similar websites.

While social media accounts are personal and within the control of the Applicant, Applicants are not to negatively, publicly or privately share terms of The Agency, this agreement and private Clients the Applicants has interviewed with or have worked for through the Agency. This includes private groups, public statuses or posts, and leaving negative reviews and comments on Agency pages. Should there be an issue directly with The Agency, Clients, referrals or Agency processes, please contact the Agency directly to handle the matter privately.

Applicants and Placements are asked 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 other potential Clients and Applicants. Please contact The Agency to discuss terms.

13. Collection of personal data

We collect different types of Personal Data in different ways. Some of the Personal Data gathered is automatic (through technologies which give us information about you), and some of the information is given by you directly to us.

In order to ensure that we are meeting our responsibilities and duties as the Agency, we collect, process, and maintain different types of Personal Data in regard to those individuals who seek to be, are, or were employed by Clients, including, but not limited to:

- Gender
- Date of birth
- General contact information, such as address, telephone number, and email
- Resumes that you provide and/or application(s) that you fill out and provide to us
- The location where you are currently working
- Any training or education programs
- Employment History
- Criminal history and background check
- Driving license and records
- Professional and personal references
- Photograph

We only share your Personal Data to those individuals and entities who assist in fulfilling our responsibilities within the Agency relationship with you or when required to do so by applicable law (collectively, "Third-Party Service Providers"). These Third-Party Service

Providers include, but are not limited to, the website in which you submitted your employment application (if applicable) security personnel companies, background check companies, Clients who review resumes and others similarly situated to assist in the Applicant or Placement relationship. Please note that the Third-Party Service Providers that we utilize will access your Personal Data only on an "if needed" basis as a part of their partnerships with us.

We use these Third-Party Service Providers to help us operate the Agency, but we'll never share your Personal Data other than as described here without your explicit consent.

14. COVID-19 Terms

Applicants are not required to be vaccinated to register with The Agency. Clients can request an Applicant to be vaccinated, however a Client cannot force an Applicant to get the vaccine. Vaccination is at will and determined by the Placement.

In the event a Placement contracts the coronavirus, please contact the Agency for assistance. It is recommended to have a COVID-19 clause in the employment contract. Both parties must agree to practice social distancing and safety precautions during the pandemic. Failure to do so will result in the choice to terminate the working agreement.

In the event an Applicant is not using safety precautions while working with a Client during the pandemic, Clients have the right to immediately end employment and find a replacement through The Agency. The Agency has a right to no longer represent the Applicant. Should a referred Applicant be placed with a Client who is not using safety precautions, the Applicant has the right to immediately end employment and seek placement through The Agency. The Agency has a right to no longer represent the Client. Please contact The Agency for assistance and guidance through the COVID-19 Clause.

15. Terms and conditions

The contract of employment and all of its terms and conditions, is made by and between the Clients and the referred Applicant, who shall together assume responsibility for compliance with any reporting employment requirements, insurance requirements, payroll withholding and payment, and compliance with federal, state and local law. It is recognized that Agency is a Nanny and Home Staff placement agency and is not a party to any subsequent agreement entered into between the client and employees placed by Agency, which shall bear no responsibility beyond the screening, referral and placement process.

The Nanny agrees to keep all Client information confidential and not disclose names, addresses, phone numbers, emails and any other information pertaining to the family to the public, via social media.

The Applicant shall hold the Agency harmless against all claims arising out of the course of employment of a Placement referred by the Agency and employed by the Client.

All representations, statements and agreements hereby made between the parties are merged into this agreement, which alone fully and completely expresses their obligations.

Applicant Name and Signature, Date

Agency Signature, Date