

Place agency name and logo here

This agreement made on _____ between Agency (herein after referred to as agency), and _____ (hereinafter referred to as Client)

Client information

Address:

Email Address:

Phone:

Placement Request:

1. Agency Overview:

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 Agencies. 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 or 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, unless discussed with Client.

All Applicants (hereinafter referred to as Placement) will be presented to the Client, as they become available for consideration for employment. 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 onboarding interviews, as well as background and reference checks, prior employment history checks, criminal background checks, sexual offenders history check, and we obtain motor vehicle and driving records. For in-home placement, 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 work to only refer qualified 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, government authorized shutdown, or act of God beyond control.

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.

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 special event clients will be required to pay a ___% deposit to solidify bookings. Additional fees are outlined in the **Fee Schedule**

5. Placement Packages and Fee Schedules

Corporate Backup Care:

Organizations and corporate companies seeking backup childcare for their employees must pay a \$____ application fee. There's a separate hourly rate of \$____ an hour for corporate childcare, with a 4 hour minimum guaranteed pay. There's a separate booking fee of \$____/nanny.

Last minute Nanny or Staff, less than 24 hour notice will incur a \$____ rush fee.

Major holiday backup care rates increase by \$____/day

6. Special Event Nannies and Staff For Organizations

There's a one time application fee of \$____ for new Clients seeking regular special event childcare. i.e. weekly church services. After the first event, there's a booking fee of \$____/nanny plus the hourly pay rate of \$____/hr. Rates are based on the nature of the event and national government recognized holidays.

In the event Client would like recurring childcare, the yearly placement fee is \$____/year. This fee covers up to 3 special event placement a week. The Placement's hourly pay rate is separate from the placement fee.

Major holiday event placement rates are \$____/nanny plus the holiday pay rate of time and a half. Additional services outside of childcare, i.e. personal assistants, hosts and event staff starts at \$____/hour. Final fees will be confirmed prior to placing staff. The hourly pay rate will be paid directly to The Agency or by the Client if agreed.

7. Fee Schedule:

Agency fees are separate from the Placement's hourly rate. All placement fees are due before the Placement's start date. In home 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. Client and The Agency agree household and special event employees are not 1099 contractors.

A 4 hour minimum is required for temp, backup care and special event jobs. For example, if a nanny is only needed for 2.5 hours, the Client agrees to pay the Placement \$100 if their hourly rate is \$25/hour.

A ____% deposit of the Placement fee and hourly rate is required to secure childcare for the event. The remaining ____% deposit is ____ hours before the event. Requests for childcare less than 1 week before the event will incur a \$____rush childcare fee. In the event of a cancellation ____hours before an event, Agency placement fees are non refundable but are transferrable. In the event of a cancellation within ____ hours, placement fees are non refundable and new fees will be required to reschedule. Emergency and mandatory government pandemic shutdowns will be taken into consideration. All fees will be transferrable.

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 \$_____ Agency 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 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 services and honor any placement requests should the Client make such requests, up to 30 days. Please contact The Agency for assistance and guidance through the COVID-19 Clause.

10. Refund Policy & Guarantee

Client understands there are no refunds for deposits or placement fees unless The Agency is at fault. 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

Agency reserves the right to refuse service to any new or current Clients for any reason deemed necessary. We do not allow discrimination by reason of race, creed, color, age, disability, national origin, sex, sexual orientation, Union membership, or any characteristic protected by law. In doing so, The Agency will refuse service.

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. There will be no refunds of fees.

Agency has 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 Clients by placing a new candidate. We run thorough background and reference checks before connecting you with candidates.

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 after 30 days and before the search begins.

12. Honor System

If The Candidate is permanently placed and additional hours are requested before the Placement's start date, and within the guaranteed replacement period, the Client agrees to pay the difference in placement fees. The Agency must be notified and new fees will be required.

Temporary, on call and special event 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 placement 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, Clients and Placements cannot open a placement agency or offer similar 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 employer's children, job terms or employer's 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 Candidates. 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 directly 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 _____ (TMA USE)

Client: _____ Date: _____