

A+ Nannies Inc.

6730 E. McDowell Rd. #133
Scottsdale, AZ 85257
Office: 480-699-7558
Fax: 1-888-202-7738

Family-Agency Agreement

This Agreement is made this _____ day of _____, 20____, between A Plus Nannies Inc, hereinafter called "A+ Nannies", and the Client.

1. The Client will provide A+ Nannies with a written and reasonably specific list of job duties and expectations of the nanny (Family Application). A+ Nannies will endeavor to identify and refer nannies, which meet the criteria of the Client, which have been identified in the Family Application.
2. A+ Nannies encourages the Client to review the applicant's file and to take whatever steps necessary to verify the nanny applicant's credentials.
3. Upon request of the Client, A+ Nannies will facilitate the discussions between the Client and the nanny applicant concerning employment terms. These discussions may include, but are not limited to, the topics of compensation, work schedule, vacations, duties, benefits, and other matters that might be contained in a work agreement between the Client and the nanny applicant.
4. It is understood and agreed that A+ Nannies is not the Employee or the Employer in this agreement. The Client's selection for employment of a nanny will be coupled with A+ Nannies' assistance in helping you, the Client, in defining your relationship with the nanny.
5. The Client agrees to pay A+ Nannies an Application Fee of **\$150.00 (Non refundable)** upon execution of this agreement.
6. Should the Client decide to change their work schedule (i.e. hours and/or days nanny is needed), there will be an additional **\$100.00** fee. Due to the great amount of time A+ Nannies spends on the phone with each nanny candidate describing the Client's position, this additional fee will pay A+ Nannies to repeat their work and prescreen for the new schedule.
7. The Client agrees to pay A+ Nannies the placement fee when the nanny applicant accepts the formal offer. The payment options are listed below, please check which option is best suited for you:
 - Option A: Placement fee of **\$1375.00** is due upon hiring of a candidate. Non-Refundable, with a 180 day guarantee. We will replace your nanny FREE of charge within 180 days/6 months of your original start date.
 - Option B: Nanny Share: Placement fee of \$1700.00 is split between both families, and is due upon hiring of a candidate. (Both families will incur the application fee of \$150.00) We will replace your nanny FREE of charge within 180 days/6 months of your original start date.
 - Option C: Live-In Nanny: Placement fee of \$1500.00 is due upon hiring of a candidate. We will replace the nanny within 90 day of the original start date free of charge.

Client's Initials _____

- Option D: If a returning client, check here so we can apply your discount to the placement fee for your replacement nanny. Placement fee due once nanny has been hired \$ _____.

A+ Nannies will make only one replacement nanny free of charge under the guarantee period.

8. GUARANTEE: A+ Nannies, Inc. will make every reasonable effort to secure satisfactory nanny applicants for the Client. In the event that the employment of a permanent nanny, secured with the assistance of A+ Nannies is terminated prematurely, prorated fees for additional services are as follows:
 - First One Hundred and eighty days: No additional charges to replace one nanny (does not include live-in nannies).
 - One Hundred Eighty One-Three Hundred Sixty-Five days, 95% of the current placement fee (does not include live-in nannies).
 - Live-in nannies have a ninety day guarantee for one free replacement.
 - A loyalty discount of 5% will be taken off our current placement fee *also* for all returning families.

HOWEVER, SHOULD TERMINATION OF EMPLOYMENT OCCUR BY REASON OF MISDESCRIPTION OR MISREPRESENTATION CONCERNING THE DUTIES, COMPENSATION OR TREATMENT OF THE NANNY APPLICANT OR IF YOU REFUSE TO SIGN A WORK AGREEMENT OUTLINING THE NANNY'S WORK HOURS, PAY AND DUTIES, THIS REPLACEMENT CLAUSE IS VOID AND WILL BE CONSIDERED A BREACH OF CONTRACT BY THE CLIENT. SHOULD THE FAMILY MOVE TO A LOCATION OUTSIDE OF DRIVING DISTANCE FOR THE NANNY, THIS IS CONSIDERED A MISTREPRESENTATION IF THIS WAS NOT STATED AT THE BEGINNING OF EMPLOYMENT.

The Client shall, at all times, have the right to refuse hiring any candidate being considered during the placement process.

9. The Client may use the nanny for up to 2 weeks on a trial basis before making the formal offer. If the Client decides to hire the nanny, only the permanent placement fee will be due. However, should the Client decide **NOT** to hire the nanny, there will be a \$20.00 fee for every day the nanny came to the Client's home. *Please note:* the Client will be responsible for compensating the nanny directly for her time while on trial.
10. Should the client use ANY of our nannies as a babysitter/temporary nanny, there will be a \$20-30.00 fee for every day the babysitter/nanny comes to the home, this is determined by advance notice given to the agency. Client realizes there will be no refund in already scheduled and confirmed dates. If client cancels an already confirmed nanny with less than 48 hours notice, the Client will be charged the agency fee + the nanny's fee for the four hour minimum.
11. If we do not hear back from the Client for at least 14 consecutive days, we will assume that the Client is no longer in need of our services. We will archive the Client's file as *inactive*. There will be a \$100 reactivation fee to reactivate your search, due to the extensive work that goes into screening all potential candidates for your position.
12. If the referral fee is not received by the date required in this agreement, the Client agrees to the imposition of a LATE PAYMENT CHARGE by A+ Nannies at the rate of 1.5% per month, or the maximum allowed by law, on the unpaid balance, along with A+ Nannies costs of collection, including attorney's fees & court costs.

Client's Initials _____

The Client also agrees that if the placement fee is not received by the date required, A+ Nannies may, at its direction, declare this contract null and void, and any monies collected from the Client will be deemed non-refundable.

13. The Client understands that the nanny applicant alone is responsible for her/his actions; that the nanny applicant is not an employee of A+ Nannies and A+ Nannies assumes no responsibility for any act or omission of the nanny applicant either prior to or after employment with the Client has commenced. The Client understands and agrees that although A+ Nannies has assisted the Client in referring a nanny or child caretaker to work in the Client's home, A+ Nannies cannot predict the candidate's future behavior or performance and only the Client can assess the nanny's competence and appropriateness for the Client's position. The Client also understands that she/he takes full responsibility for the decisions to hire and to continue to employ the nanny and that the role of A+ Nannies is limited to supplying applicants for the Client's consideration and performing background checks on the hired applicant. All background checks are available to Client.
14. A+ Nannies agrees to perform a driver's license check, a social security trace, past address history, criminal background check, and a sex offender check. If for any reason the background checks come back with an unsatisfactory record, we will provide a full refund of the placement fee.
15. The Client will receive one drug test free of charge to use at any time during the term of the nanny's assignment. This may be used at the beginning of employment or at anytime you wish. The client agrees to call our office to schedule this.
16. A+ Nannies cannot be a guarantor of the honesty or reliability of the nanny nor is A+ Nannies an agent of the nanny or vice versa. Accordingly, the Client hereby releases and agrees to hold A+ Nannies, its directors, officers, employees, successors, and assigns, harmless from any act of nonfeasance, misfeasance, or malfeasance by the nanny, nor will the Client hold A+ Nannies, its directors, officers, employees, successors, and assigns, liable for any other claim which she/he may have.
17. The Client agrees to fully indemnify and hold A+ Nannies, its directors, officers, employees, successors, and assigns, harmless from any and all claims, demands, losses, liabilities, damages or expenses for investigation or attorney's fees arising out of, or in any way related to, this agreement, including any personal injury or property damage.
18. The Client understands that the long-term employment relationship is strengthened by weekly, as well as daily, discussions between the nanny and the supervising parent, and agrees to assume all supervisory responsibilities regarding the performance of the nanny candidate.
19. A+ Nannies' placement fee includes assistance in developing the Work Agreement. As the nanny's employer, you, the Client, are solely responsible for any income tax withholding, FICA payments, as well as any additional taxes or insurance payments required by law.
20. The Client agrees to refrain from making any private agreement with the nanny candidate or from taking any action which is inconsistent with this agreement or which has the effect of avoiding any of the Client's obligations hereunder. Such private agreements and actions include, but are not limited to, actions that would enable the Client or any other person to avoid payment of the registration and/or placement fees due to A+ Nannies.

Client's Initials _____

