

A+ Nannies, Inc.

540 N. Lapeer Rd. #379
Orion Township, MI 48362
Office: (248) 834-0808
Fax: (248) 690-2270

Permanent 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 a non-refundable application fee of **\$150.00** 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 significant 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. This is also a "re-activation fee" if you would like to re-activate your job search within a year.
7. The Client agrees to pay A+ Nannies the placement fee when the nanny applicant accepts the formal offer. The placement fees are listed below, please check the option which is best suited for you:
 - o **Option A:** Live-Out Nanny: Placement fee of **\$1,500.00** is due upon hiring of a candidate. Non-refundable with a 120 day guarantee. We will replace your nanny FREE of charge within 120 days/4 months of your original start date.
 - o **Option B:** Nanny Share: Placement fee of **\$1,900.00** 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 90 days of your original start date.
 - o **Option C:** Live-In Nanny: Placement fee of **\$1,650.00** is due upon hiring of a candidate. Non-refundable with a 90 day guarantee. We will replace your nanny FREE of charge within 90 days of your original start date.

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

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8. **GUARANTEE:** A+ Nannies 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:

- No additional charges to replace one live-out nanny up to 120 days of the original nanny's employment start date.
- No additional charges to replace one live-in nanny up to 90 days from the original nanny's employment start date.
- Charge to replace a live-out nanny between days 121 and 365 is 95% of the current placement fee.
- A loyalty discount of 10% will be taken off our current placement fee for returning clients.

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.

The Client has the right to refuse to hire any candidate during the placement process.

9. The Client may use the nanny for up to two weeks on a trial basis before making a formal offer. If the Client decides to hire the nanny, only the permanent placement fee will be due. Should the Client decide **NOT** to hire the nanny, there will be a \$20.00 fee for every day the nanny worked in the Client's home. ***Please note:*** the Client is responsible for compensating the nanny directly for her time during the trial period.
10. Should the client use ANY of our nannies as a babysitter / temporary nanny, there will be a \$20.00-\$30.00 fee for every day the babysitter / nanny comes to the home, this is determined by advance notice given to the agency. The Client realizes there will be no refund for already scheduled and confirmed dates. If the client cancels an already confirmed nanny with less than 48 hours notice, the Client will be charged the agency fee plus the nanny's fee for the four hour minimum.
11. If we do not hear back from the Client within 14 consecutive days, we will assume that the Client is no longer in need of our services. The Client's file will be set to an *inactive* status. There will be a **\$100.00** fee to reactivate the Client's search due to the extensive work that goes into screening all potential candidates for a Client's 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 and court costs. 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 decision 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.

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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, it 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 and additional taxes or insurance payments as 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. (For example, if the Client gives the name of the nanny or a friend of the nanny to another person who subsequently employs the nanny or a friend of the nanny.) If the Client or any person known to the Client offers a nanny or a friend of the nanny a position trying to avoid the placement fee, there will be a \$1,500.00 charge for liquidated damages EVEN if the nanny declines the offer.
21. If the Client decides to employ a nanny obtained with the assistance of A+ Nannies, the Client understands and agrees that the nanny will not start to work until all fees owed to A+ Nannies are paid in full or unless a prior written agreement has been made between the Client and A+ Nannies.
22. This Agreement contains the entire agreement between A+ Nannies and the Client, and no statements, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing, signed by the parties herein.
23. It is understood and agreed that if any part, term or provision of this Agreement is held by a court to be illegal or in conflict with any law of the State of Michigan, the validity of the remaining terms of this Agreement shall not be altered, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the part, term, or provision held invalid.

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24. This agreement will be binding only upon the parties herein and shall not include any third party nor shall A+ Nannies be a party to any agreement entered into between the Client and the nanny.

Client's Name (Print)

Client's Signature

Date

PLEASE PRINT CREDIT CARD INFORMATION CLEARLY

(Visa or MasterCard Only)

Credit Card #: _____ Expiration Date: _____

Last 3 numbers on the BACK of your credit card (in signature block) _____

Billing Address For Credit Card: _____

City, State & Zip Code: _____

- If this is a DEBIT CARD, please check here.

Please Charge My Card For:

- Live-Out Nanny: The application fee of **\$150.00** and the placement fee of **\$1,500.00** when the nanny has accepted a formal offer.
- Nanny Share: The application fee of **\$150.00** (each family) and the placement fee of **\$1,900.00** when the nanny has accepted a formal offer.
- Live-In Nanny: The application fee of **\$150.00** and the placement fee of **\$1,650.00** when the nanny has accepted a formal offer.

I AGREE TO PAY THE TOTAL ACCORDING TO MY CARD ISSUER'S AGREEMENT.

Client' Signature

Date