

## CLIENT / AGENCY Services AGREEMENT

1. We (I) \_\_\_\_\_, (CLIENT) residing at \_\_\_\_\_ agree to contract with A *NEW ENGLAND NANNY LTD.*, (AGENCY) located at 7 Halfmoon Executive Park Dr. Clifton Park, NY 12065 to search for a \_\_\_\_\_ (*Live-Out, Nanny Share Live-out, Live-In, Summer*) upon receipt of this agreement with a non-refundable \$195.00 application fee / temporary membership fee.. The search may include membership materials, advertising, recruiting, interviewing, and scheduling interviews and consultation prior to employment.
2. CLIENT agrees to pay AGENCY a continuously (on-going fee) for however long CLIENT employs domestic employee, in accordance with the following Fee schedule. CLIENT also agrees to pay such fees by automatic charge to the CLIENT's credit card. Such on-going debit to CLIENT will continue until AGENCY receives written notice that employee's employment has been terminated. Both parties understand and agree that if no domestic employee is hired by CLIENT, that no On-Going or Buy-Out Fees are due except as follows: If CLIENT offers employment to domestic employee and domestic employee accepts offer, and for any reason other than an unacceptable background check, CLIENT changes his/her mind whereby domestic employee does not begin work for CLIENT the CLIENT agrees to pay a cancellation fee of \$700.00 to help defray the cost of background checks and domestic employee processing to date. The CLIENT agrees to pay this four (4) week minimum at the time they request an investigator's background check and understands the AGENCY will not act until the fee is received and until payment is received, the domestic employee shall remain active with the AGENCY and continue interviewing for a position with other AGENCY clients. If payment is not received within (10) ten calendar days of the due date or if the CLIENT fails to enter into a written agreement with the EMPLOYEE, the guarantee then becomes null and void. A 1.5% interest per month (18.5% per year) will be charged on all accounts unpaid after (10) ten calendar days. The CLIENT agrees to be responsible for all collection costs, including attorney fees and court costs.

<b><u>On-going Fee Schedule:</u></b>	Live out	\$ 100.00	Per week or part there of
	Nanny Share Live-Out	\$ 125.00	Per week or part there of
	Live In	\$ 125.00	Per week or part there of

3. There is a four (4) week minimum for On-going fees. If at any time CLIENT wishes to cancel the On-Going Fee, the CLIENT may cancel by advising Service 1 week in advance and in writing and by paying the buy-out fee. If such Buy-Out occurs immediately upon hiring a domestic employee from AGENCY, CLIENT agree to pay AGENCY a one-time buy-out fee in accordance with the Buy-out fee schedule set forth below at which time the one (1) week notice will be waived and CLIENT is no longer in debt to the AGENCY for any additional fees associated with the referral of the domestic employee just hired. CLIENT hereby authorizes any On-Going Fees or any Buy-out Fees to be charged to the CLIENT's credit card as indicated at the end of this agreement. The CLIENT further agrees and understands that the day the domestic employee is on the job, or starts work, all fees are non-refundable. The CLIENT agrees to continuing paying all weekly referral fees until the Buy-Out fee is received by the AGENCY.

<b><u>Buy-out Fee Schedule:</u></b>	Live out	12% of Annual (12 months) Gross Compensation*, minimum \$1,600.00 whichever is greater.
	Live In	13% of Annual (12 months) Gross Compensation*, minimum \$2,000.00 whichever is greater.
	Nanny Share	
	Live-Out	13% of Annual (12 months) Gross Compensation*, minimum \$1,800.00 whichever is greater.
	Household	
	Manager or	15% of the Annual (12 months) Gross Compensation*, minimum of \$3,000.00 whichever is
	Personal	greater.
	Assistant	
	Summer	\$525.00 Flat Fee

\* As per Internal Revenue Service Publication 15.

4. Temporary Services. CLIENT agrees to pay for all temporary referral fees on a credit card basis, specifically VISA, MASTER CARD, or AMERICAN EXPRESS. CLIENT gives agency authorization to make charges to their credit card for the purposes of payment of temporary referral fees, unless otherwise written arrangements are made and agreed to by the AGENCY. The CLIENT understands that temporary referral fees are charged based on the referral and therefore, understands they will be charged if the CLIENT makes a temporary request and subsequently cancels the request after the AGENCY has filled the request. CLIENT agrees to pay domestic employee directly, in full, at the end of each assignment.

<b><u>Temporary Fee Schedule:</u></b>	With more than 48 hour notice	\$ 20.00	per day
	With less than 48 hour notice	\$ 30.00	per day

- 5. If the domestic employee terminates employment within a nine (9) calendar week period, the AGENCY will issue the client a pro-rated service voucher which will be calculated based on the number of calendar days the domestic employee was employed by the CLIENT. The service voucher may be applied towards services offered by the AGENCY. The CLIENT is not entitled to any refund. In the event that the employment of a domestic employee referred by the AGENCY lasts longer than nine (9) calendar weeks the CLIENT shall not be entitled to any refund or service voucher from the AGENCY.

Example: (If Buy Out Fee were \$2,000 and Nanny leaves after four weeks, the voucher towards a replacement nanny would be \$ 2000.00 / 9 guarantee weeks x 5 weeks remaining on the guarantee would be = \$1,111.10 service voucher)

- 6. This agreement shall be binding only upon the parties hereto and shall not include any third party. The AGENCY shall not be a party to any agreement entered into between the CLIENT and any domestic employee(s).
- 7. While the AGENCY makes every effort to find a suitable domestic employee, the CLIENT agrees to interview the applicant and the decision of hire must be based strictly on the CLIENT'S judgment.
- 8. The CLIENT agrees and understands that the domestic employee referred by the AGENCY is acting as an employee of the CLIENT. The AGENCY while carefully interviewing and screening of the domestic employee referred, accepts no responsibility for negligence or willful misconduct on the part of the domestic employee accepted for employment. CLIENT agrees to waive any acts, failures to act or omissions by the domestic employee and not hold the AGENCY liable.
- 9. The CLIENT agrees that they will not (a) employ *any* applicant referred by the AGENCY for a period of one year from the last date the applicant has worked for Client. The client agrees not to (b) disclose the names, address, phone number of any person referred to CLIENT by AGENCY to any other party (c) bring children from outside the CLIENT's family for the caregiver to baby-sit and in the event CLIENT breaches this agreement, then they will be liable to AGENCY for liquidated damages in the amount of \$6,000.00.
- 10. The CLIENT has read, understood, agrees to and has received a copy of the above terms and conditions. This instrument constitutes the entire Agreement and all prior negotiations and understandings have been merged herein. No modifications of the Agreement shall be valid unless in writing and executed by the parties.
- 11. The client guarantees payment to the AGENCY by credit card.

[ ] Credit card imprint is attached for automatic credit card charging, imprint attached

Visa / MC / AMEX Card Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

CVC CODE \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

\_\_\_\_\_  
CLIENT Signature      Print Name      Date

\_\_\_\_\_  
AGENCY Representative \ Title      Date

\_\_\_\_\_  
CLIENT Signature      Print Name      Date