



Family Placement Contract

This is an agreement for referral, placement and consulting services relating to employment of a child-care professional between The Nanny Smith of Bedminster, NJ (the “Agency”) and (“Parent”), _____ (the “Client”) the parent(s) or legal guardian(s) of _____ (the “Child(ren)”), is effective as of _____ (the “Effective Date”).

Whereas the Client wishes to engage the Agency, as a non-exclusive placement firm, to perform certain employment services based upon the following terms and conditions:

1. Engagement

Parent desires to engage the Agency to place a nanny for general childcare/nanny services, role modeling, light housekeeping, simple meal preparation, and other pre-arranged services specified by Parent and agreed upon by the Agency.

This Agreement applies to all placements and services provided by the Agency in accordance with the pricing set forth on a separate Pricing Schedule, attached hereto and made a part hereof as Exhibit A, for each placement. Subsequent searches and placements requested by parents will result in the execution of a new agreement and related fees.

You are seeking a placement for a:

- | | |
|---|---|
| <input type="checkbox"/> Full Time Nanny | <input type="checkbox"/> Weekend Nanny |
| <input type="checkbox"/> Part Time Nanny | <input type="checkbox"/> Summer Nanny |
| <input type="checkbox"/> After School Nanny | <input type="checkbox"/> Temporary Care |
| | <input type="checkbox"/> Live-In Care |

By engaging our services, you agree that the Agency will solicit applications, screen and refer qualified applicants seeking nanny employment as detailed in our screening process.

2. Fees

Parent will pay to the Agency an Enrollment Fee due upon signing plus a Placement Fee in accordance with the terms of this Agreement.

Enrollment Fee: Upon request of the Client, for the Agency to engage in a search for a suitable nanny for a specific need, a minimum payment is due. Upon receipt of the payment, the Agency will begin searching their pool of qualified and available candidates utilizing its proprietary recruitment and screening techniques to meet the criteria and needs specified by Client.

Screening Fees: Additional background screening as requested by Parent (and at Parent’s expense) will be performed after a conditional offer has been accepted by the nanny candidate. Additional background screening fees are per candidate and are non-refundable and non-revocable.

Trial Period: Upon request, the Client shall be afforded a trial period with potential candidates of no more than five working days in an eight day period, to confirm that a candidate is an appropriate fit for a fee of Two Hundred

Short Hills and Bedminster

Please Initial: _____



and No/100 (\$200.00), which shall be due before the nanny begins the Trial Period.

Placement Fee

The nanny may not begin work until Parent has fully paid the Placement Fee and any additionally requested Screening Fees unless alternate arrangements have been in writing made prior to the start of the nanny's first day.

Fee Schedule

	Enrollment Fee	Placement Fee
Full Time Nanny	\$295.00	12% of annual salary
Part Time Nanny	\$395.00	15% of annual salary
After School Nanny	\$395.00	15% of annual salary
Weekend Nanny	\$295.00	\$375.00*
Summer Nanny	\$125.00	\$375.00*
Temporary Care	\$395.00	\$1,500.00
Live-In Care	\$395.00	\$6,500.00

Placement Fee Installments:

Ten days after enrollment the Client authorizes the Agency to charge their credit card on file a \$500.00 non-refundable deposit towards the Placement Fee. *This is not applicable to Placement Fees for Weekend and Summer Nannies.

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In exceptional circumstances an extended search may be necessary, despite the diligent efforts of the Agency. In those cases, if no nanny has been placed forty-five (45) days after enrollment, the Client authorizes Agency to charge their credit card on file an additional \$500.00 non-refundable deposit towards the Placement Fee.

Any remaining Placement Fee and all other additional amounts due must be paid in full prior to the nanny's first day of employment.

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3. Placement Warranty

For full time placements, the Agency provides a one-year (365 day) guarantee period, during which time period the Agency, if the below criteria are met, will assist the family in replacing their nanny two times.

For part-time, weekend and live-in placements, the Agency provides a one-year (365 day) guarantee period.

For summer placements, the Agency provides a three week (21 day) guarantee period.

For temporary placements, the Agency provides a guaranty period equal to ten percent (10%) of the time originally contracted for.



For after school placements, the Agency provides a guaranty period from the commencement of the placement until June 30, 2022.

The Guarantee period begins upon receipt of written or verbal confirmation of Client request to employ an Agency nanny. In the event the nanny employed by Client resigns or is terminated for any reason within the applicable warranty period, the nanny will be replaced ONE TIME, except as otherwise expressly stated, according to the following guidelines: The Agency will be exempt from its responsibilities under this paragraph 3 if: (a) the Client payment is not received in accordance with paragraph 2 of this Agreement; (b) the nanny resigns due to a modification of the job description which was originally provided to the Agency in the application (c) the nanny resigns due to illegal activity, harassment or substance abuse within the Client household. (d) If Client moves to a new location and the nanny is not willing or able to commute to new location (e) If Client has already exhausted their option to have a nanny replaced. The Agency will initiate a new nanny search to replace the nanny in the event he or she resigns or is terminated.

The Client agrees and understands and accepts there will not be a refund of the placement fee under any circumstances.

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4. Employment Claims

The Client is the employer of the nanny and is responsible for all employment related wage and tax compliance. The Client understands that the Agency is not the employer and has no employment relationship with the nanny. The Client cannot hold the Agency responsible and releases them of any liability that may occur as a result of directly hiring and paying the nanny in their employment, including, but not limited to any and all liability, losses claims, damages or expenses (including attorney's fees and disbursements) which the Client may incur as a result of: (a) any claim for wages, benefits, vacation or PTO pay, or unemployment insurance by any nanny that is the Client's direct employee; or (b) any workers' compensation injury sustained by any nanny that is the Client's direct employee. Nanny is NOT covered by the Agency's workers' compensation insurance policies, or any employment policies of the Agency.

5. Release of The Agency

Client agrees to indemnify and hold the Agency harmless from and against any and all suits, actions, losses, damages, claims or any liability of any character, type or description, including without limitation, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, alleged by the Client, the Nanny, the Client's family or any third party to the extent arising out of or related to this Agreement and/or Client's actions or inaction in connection with the employment of a Nanny, including without limitation any acts of omission or commission of the part of the Nanny, Client, or Client's family, and including claims and damages arising in whole or in part from the negligence of the Agency.

The Agency is not responsible for the acts, conduct, or omissions of Client or any Nanny arising out of any referral provided. The Agency makes no implied or express warranties other than its agreement to provide referrals as is specifically set forth elsewhere in this Agreement; The Agency makes no representations, warranties, promises, or agreements regarding the composition of its family database, and the family acknowledges that there has been no representation, promise, or agreement other than as expressly contained in this Agreement.

Client relinquishes all claims for possible liability of the Agency. Client agrees that under no circumstances will the Agency be responsible for any damage or loss resulting from employment of the Nanny referred by the Agency.



Provided that the Agency has provided the services defined above according to generally accepted professional industry guidelines, Client, the Child(ren), and or others that may assert a claim on Client or Child(ren)'s behalf hereby agree that the Agency and its officers, directors, employees, insurers, and anyone acting on behalf of or on instructions from The Agency (the "Releasees") shall not be held responsible or liable for any loss, damage, theft of personal property, personal injury, death, costs, or expenses of any nature arising from or related to negligence of the Releasees or otherwise. For the avoidance of doubt, any acts of gross negligence or willful misconduct of Releasees are expressly excluded from the foregoing waiver and release. Client further agrees that the Releasees shall not be held responsible or liable for any claims, except as otherwise explicitly stated herein, that a nanny may have or assert against Client. Client will indemnify and hold the Releasees harmless from any and all such claims by a nanny.

6. Insurance

Client is responsible to have adequate health, accident, disability, hospitalization, personal property, or other insurance necessary to provide for and pay any medical or other costs that may be attendant as a result of any injury to Client or Child(ren), or as a result of damage to personal property. The Agency does not provide any insurance for Client or Child(ren). The Agency does not provide workers' compensation insurance for coverage of the nanny. Parents are responsible for the premises where the nanny works and for compliance with all laws on the premises.

7. Non-Solicitation of Nannies

During the term of any engagement and for 12 months following termination of the engagement, Client may not engage, hire, solicit to hire or solicit to engage, directly or indirectly, or refer to a third party to hire or engage, any nanny introduced to you or that provided services to you, without the express written permission of the Agency and payment of the fees set forth below. This provision shall survive the expiration or termination of this Agreement.

Parent may not make any private agreement with a nanny or take any action which is inconsistent with this Agreement, or which has the effect of avoiding any of the obligations of this Agreement. Any violation of this provision requires a payment of an additional fee of \$2,500.00 as liquidated damages. Private agreements and actions include, but are not limited to, actions that would enable Client or any other person to avoid payment of the Application Fee and/or Placement Fee due to the Agency such as employing the nanny directly and outside of the Agency.

8. Term and Termination

This Agreement commences upon the Effective Date and continues during the term of Client's use of The Agency's services, until terminated by either party with 10 days advance written notice. Failure by Client to communication with Agency for more than twenty-one (21) consecutive days shall be deemed termination of this Agreement by Client.

9. General

Any breach or controversy arising out of, or related to, this Agreement or the breach thereof shall be resolved under the laws of the State of NJ. If any term or provision of this Agreement shall be held to be illegal, unenforceable, or in conflict with any law governing it, the validity and legality of the remaining portions of the Agreement shall not be affected thereby and shall remain in full force and effect.

10. Amendments



This Agreement shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement duly executed by the parties to the Agreement. This Agreement may not be modified except by written amendment signed by CLIENT and the AGENCY.

11. Equal Opportunity Employment

Agency will provide qualified candidates without regard to race, religion, age, gender, national origin, sexual orientation, physical handicap or marital status.

12. Independent Contractor

In performing its services hereunder, the Agency shall act in the capacity of an independent contractor, and nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one party and the other party's employees or agents. Agency will not represent itself as an employee, agent or legal representative of Client at any time for any purpose whatsoever, and Agency will not at any time have the authority to bind, incur any liability, or otherwise act on behalf of Client.

13. Severability

If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

14. Waiver

No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

15. Acknowledgements

Both parties acknowledge and agree that the parties are (a) executing this Agreement voluntarily and without any duress or undue influences; (b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement.

16. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions and Agreements between the parties.

Client

Date

The Agency

Date

908-375-3555
Info@Nannysmith.com
www.NannySmith.com



Payment authorization

Today's Date: _____ Primary Contact: _____

I (we) _____ (the "Client") hereby authorize The Nanny Smith to charge my credit card based on our contract.

Billing Address: _____

Name as it appears on card: _____

Credit Card Type: Visa, Discovery, MasterCard or Debit Only ; We do not accept American Express

Card Number: _____ Exp. Date: _____

3-4 Digit CVV # _____ Down Payment Amount (if applicable): _____

Authorization Signature: _____

E-mail (for receipts): _____