



Permanent Services

EMPLOYER AND AGENCY AGREEMENT

AGREEMENT between _____ (here in after referred to as "Employer" "Client" "Family" or "You") and Nanny's USA and/or its subsidiaries (hereinafter sometimes referred to as "Us" "We" or "Agency") Client has contacted Agency for the purpose of Agency assisting Employer in a search for a Nanny, Baby Specialist, Doula, Mother's Helper, Governess, Housekeeper/Houseman, House Hold Manager Butler, Chauffeur, Chef, Estate/House Manager, Personal Assistant, Companion/Elderly Caretaker and Lady's Maid (hereinafter referred to as "Employee" "Candidate" or "Prospective Candidate").

DESCRIPTION OF SERVICES:

Our services are rendered strictly on a contingency basis.

We will provide the following services in conducting the search for Client:

1. Interview Client via in person or telephone;
2. Obtain Employer Questionnaire, Employer Service Agreement and any Relevant information pertaining to job description;
3. In Person or telephone Interview with Prospective Candidate;
4. Obtain Resume, Work History, Application and References of Prospective Candidates;
5. Upon receipt of completed paper work; we will schedule a telephone consultation with GTM on payroll and Tax responsibilities; Free, no risk and no obligations to sign up.
6. Conduct Multi State Check (when applicable); provided that a formal offer of permanent employment accepted by employee;
7. DMV check (when applicable)
8. Provide generic Family and Employee Agreement for modification;
9. Drug Screening (When applicable) provided that a formal offer of permanent employment accepted by employee;
10. CPR for Infant/Child (when applicable) provided that a formal offer of permanent employment accepted by employee and it applies to a childcare;
11. Referral of Prospective Candidates for interview; including interview questions;
12. A 365 day free replacement guarantee.

WHEREAS Nanny's USA and its subsidiaries is in business of providing referrals of candidates for potential employment, upon the terms and conditions set forth; and,

WHEREAS, the Client desires us to provide Client with candidate for potential employment;

NOW, THEREFORE, In consideration of the foregoing, the parties hereby agree as follows:

AGENCY FEE:

There are no Initial costs of any kind. The fee for permanent local placements (New York, New Jersey, Connecticut) is equal to 10% of the employee's annual gross salary or a minimal of \$2500 which ever of the two is highest. This applies to all placements whether Full time Live In, Live out or Part Time placement.

Fees are to be paid in full on or before the completion of a 30-day Unconditional Free Trial period. This trial period begins on the first day of employment and ends 30 calendar days later. Should the employee resign or be dismissed for any reason prior to the completion of the 30 day Unconditional Free Trial, there is no fee charged



to the employer.

Days 31 through 365 of employment shall be covered by a free replacement guarantee, provided the fee has been paid in full. Unlimited replacements shall be provided, which is covered by a 365 day free-replacement in total. Each replacement does not begin a new 365 day replacement guarantee. However, should the replacement's salary be higher than the salary of the original employee placed, the fee shall be adjusted accordingly based on the higher salary.

1.

UNDERSTANDING OF RELATIONSHIP:

Nanny's USA and/or its subsidiaries assumes no responsibility for paying or withholding any Federal or local taxes, Social Security contributions or insurance premiums required or arising from Employee's employment with Employer. It is the Employer's responsibility to make all hiring decisions. Nanny's USA however will schedule a FREE No Risk No Obligation telephone consultation with GTM our partner Household Tax Experts following an offer of employment. All liability associated with the hiring decision will be assumed by the Employer. Nanny's USA the agency will not be part of any employment agreement or contract between the Employer and the Prospective Candidate referred to by us.

2

Nanny's USA and or its subsidiaries will provide background checks provided that the trial period has completed and a permanent employment offer has been made and accepted. These checks include, but are not limited to a criminal record, sex offender check for the states of which we have jurisdiction, and at request DMV check. At the Employer's request, Nanny's USA and or its subsidiaries, will conduct a background check outside of the United States, provided that; such search will result in additional fees. This fee will vary from Country to Country and must be paid and cleared by us, prior to such search taking place. We may not be able to perform background searches in certain states, Countries or foreign jurisdictions. We make no assurance as to the moral character of any Prospective Candidate. While Nanny's USA verified references and background of all applicants placed, we cannot guarantee the absolute accuracy of this information. Nanny's USA does not accept any liability as a result of any misrepresentations of information given to us, or for any other reasons whatsoever, for any loss, damage, claims or expenses incurred by you.

3.

All files, information of candidates received from Nanny's USA and or its subsidiaries are the property of Nanny's USA and therefore the contents of those files and information is confidential. You will not disclose to anyone the names, addresses or telephone numbers of any candidate referred to you by Nanny's USA for the purpose of prospective employment. If any information about candidate is disclosed to a third party and that third party employs candidate, you will be fully liable to pay Nanny's USA the Agency fee for that candidate. You also agree that if you employ any candidate referred to you by Nanny's USA within two year period from the date of original referral, you will be bound by the terms of this agreement and liable for the payment of the full agency fee. The same applies should you subsequently interview a candidate that was originally referred to you by Nanny's USA at a later time through another agency client understands that you are fully liable to pay Nanny's USA the Agency fee for that candidate unless the two year period has since expired as indicated in said agreement.

4.

Employer agrees that all contracts between Employer and Employee are to be in writing. A copy of the written contract between Employer and employee will be provided to us to be kept in file, by the Employer following a permanent offer not to exceed the 30 day trial period. Client understands that the purpose of the said contract is to prevent miscommunication regarding responsibilities, salary, overtime, vacations, sick days and etc...Failure



to provide said contract and attribution, termination or resignation occurs, client understands that this will automatically result in the Employer forfeiting all rights under the Agency's Employment/Replacement Guarantee (detailed in this Agreement).

NON PAYMENT OR LATE PAYMENT OF FEES:

5. The Client acknowledges that your signature on this agreement constitutes agreement to and understanding of the terms of agreements. If fee is not paid by due date, you hereby granting authorization to Agency to process credit card in file immediately following 30 day trial period to include a 5% surcharge based on the total amount of the Agency fee. Non payment will also result to fee plus interest of ½% per month and cost of collection, including attorney fees. You also agree to waive any trial by jury and the right to make counterclaims against Nanny's USA and or its subsidiaries in a lawsuit. All payments are due by receipt of a personal, certified or bank check. It must be received by the 30th trial day. Overnight payments are accepted on the 31 st. day provided that the tracking number is provided and confirmation of delivery of service. The corporate *mailing address of: Nanny's USA, P.O. Box 184, Jefferson Station, NY 11776.*

TERMS AND DEFINITIONS:

Trial Period- the Agency will provide an unconditional trial period. This Trial period begins with the initial candidate on the first day of employment and ends 30 calendar days later.

Free Replacement Guarantee- from Days 31 to 365 of employment shall be covered by unlimited replacements provided fee has been paid in full; not to exceed the 365 day replacement period.

6.

ADDITIONAL TERMS:

This Employer and agency Agreement contains the entire agreement between all parties. This Employer and Agency Agreement commences from the date the Employer delivers a signed copy of this Service Agreement to the Agency. Any amendments or addendums to this Service Agreement must be agreed upon and signed by all parties.

7.

CANCELLATION/RESIGNATION/TERMINATION:

If a request is made by client prior to offering permanent position to provide background checks for prospective candidate but you subsequently decide not to employ the Candidate for other reasons not pertaining to background check results and Agency has begun the process or has provided the client with such background checks you would be charged \$600.00 to help defray costs of administration, computer work and back ground checks; provided that the 30 day trial period has not expired. However charges in full will apply as indicated paragraph (5) five once the 30 days trial period has expired.

8.

TRAVEL REIMBURSEMENT (If Applicable):

In the case of Prospective Candidates that are required to relocate, and when air destination is required, Employer will pay all of Employee's flight costs for arrival from and return to Employee's place of origin, under all circumstances, with the following sole exception:

A. If Employee terminates employment without reasonable cause; Employee will be responsible for the return flight costs.

9.

ADDITIONAL REIMBURSEMENT



You are required to reimburse your Employee for specific expenses she/he incurs while on the job at the cost of 50 cents per mile, for gas and "wear and tear" (if driving children is necessary) for use of own car only.

- Cell phone bill if used on job (contributions toward basic charges)
- Food/outing expenses while on the job (at employee's expense)
- Auto insurance business and liability insurance (for use of own car to transport your children)

10.

INCORPORATED DOCUMENTS:

Completed Employer Questionnaire, Employer and Agency Service Agreement, Rider, Employer and Employee Agreement, included herein, and any and all relevant information pertaining to the job description, are to be attached, hereto, and incorporated as part of this Agreement, as if set forth fully herein.

Client hereby recognizes that a written Employer and Employee Agreement are instrumental in the Candidate staying on the job. The Employer and Employee Agreement should be received by the service branch prior to the 30 day trial period.

SERVERABILITY: Should any provisions of this agreement be held void, invalid, inoperative or unconstitutional, the remaining provisions shall not be affected and shall continue in force and effect as though such defective provisions were deleted.

11.

ENTIRE AGREEMENT:

This Agreement and those documents referred to in the provision under Incorporated Documents, above, make up the entire Agreement between the parties. No other document or Agreements, whether written or oral, are part of this Agreement. This Agreement supercedes all other oral or written Agreements, including any and all previous Employer and Agency Service Agreements between the parties hereto, which may be claimed to exist. This Agreement may not be assigned by Employer to any person without Agency's prior written consent. Alterations made to contract by client will not be in effect. Employer and Agency Agreement will remain in full force as though it was in its original form.

12.

EXECUTION:

The undersigned agree that they have read and understood this Agreement in its entirety and acknowledge same by their signatures, below. This Agreement is valid in original, fax or copy form immediately upon receipt by family and shall remain in full force for a period of two year following the date of the signed Employer and Agency Agreement including after termination of said Employer and Agency Agreement.

Employers/Client

Street Address: _____

City: _____ State: _____ Zip: _____

Employer's/ Client Name (please print):

Employer's/Client (Signature)



_____ X _____
Acknowledge and Received DATE

DO NOT WRITE BELOW THIS LINE

Nanny's USA Representative: Signature

X _____ DATE _____

Please print Employer questionnaire, Employer and Agency Service Agreement and return forms via mail or facsimile to the corporate office:

Corporate office Mailing Address:

*Nanny's USA
P.O. Box 184
Port Jefferson Station, NY 11776
Tel: 1- 800.541.6998 Fax: 1- 877.424-6054*



Please make any notations on this page as it refer to candidates criteria or map and directions to home.



Revised and Effective: 11/18/2009