



Superior child-care for the traveling family

Client Contract



Nanny Traveler, LLC, PO Box 20252 New York, NY 10021 (212)-634-6391

TRAVEL NANNY REFERRAL AGREEMENT

This REFERRAL AGREEMENT between _____, with an address of _____ ("Employer") and NANNY TRAVELER, LLC, with an address of 641 Lexington Avenue, 15th floor, NYC, NY 10022 (the "Agency") is entered into this _____ day of _____, 2008.

PURPOSE OF AGREEMENT

Employer desires to hire a temporary out of home child care provider, otherwise known as a "nanny." The Agency is a nanny referral agency and desires to assist Employer in recruiting, locating, and qualifying candidates to serve as a nanny for Employer.

TERMS AND CONDITIONS

A. General Terms and Conditions.

1. The parties agree and acknowledge that any nanny hired by Employer will be an employee of Employer. Employer is responsible for all employment matters, including, but not limited to, assignment of job duties, working days and hours, salary, benefits, supervision and management. The Agency will not be a party to any employment agreement or contract between Employer and the nanny candidates submitted by the Agency to Employer.
2. The Agency will serve as the agent of Employer for the purpose of recruiting, screening and presenting nanny candidates for client review.
3. All hiring decisions will be made solely by Employer. All liability associated with the hiring decision will be assumed by Employer. In no event will Agency be liable or otherwise responsible for any action performed by the nanny, including, but not limited to negligence, malfeasance or willful misconduct by the nanny.
4. Under no circumstances will Employer have the right to make any direct claims of any kind against the Agency, its officers, directors, owners, shareholders, employees or agents related to the performance, acts or omissions of the Candidate. The Agency is strictly a referral service and the client is solely responsible for the selection of the applicant.

5. Agency does not guarantee credentials nor guarantee the satisfaction performance of any nanny. The Employer agrees to unconditionally release and forever discharge the Agency, its directors, officers, owners, employees and agents and hold them harmless from any and all liabilities, claims, and causes of action whatsoever, arising out of or in any way connected with the referral or subsequent performance or nonperformance of the nanny.

6. Employer will not disclose to any third party information regarding any and all nanny candidates, including names and phone numbers provided by the Agency. The parties expressly acknowledge that the information prepared and provided by the Agency is confidential in nature and at all times is proprietary information owned by the Agency. Information provided to Employer from the Agency is solely for the purpose of selecting a nanny pursuant to this Agreement. Under no circumstances will Employer have the right to contact nanny candidates directly for the purpose of babysitting, referrals to a third party, or future nanny searches.

7. The Agency will not disclose to any third party, other than as necessary to perform pursuant to this Agreement, any personal or identifying information provided to the Agency by Employer.

SERVICES PROVIDED BY THE AGENCY

A. Nanny Candidates.

The Agency agrees to use its best efforts to recruit and qualify nanny candidates in a timely manner on behalf of Employer. The Agency will submit candidates' portfolios for Employer to review. The Agency agrees to disclose all relevant information acquired by the Agency throughout the qualification process. The Agency is required to only locate candidates willing to serve as a nanny based upon the job description provided by Employer, and upon the salary information and geographic locations identified by Employer and nanny candidates.

B. Information Services.

The Agency will provide information and practical paperwork to assist Employer in their search and evaluation of nanny candidates including interview questions, employment contracts, negotiating tips, sample job descriptions and more. The Agency also will provide referrals to experts regarding household employment payroll and tax information.

C. Background checks.

A professional pre-employment screening firm performs Agency's searches. A statewide criminal check is run on all nannies. These checks are an important tool in screening out undesirable care providers; however, no combination of background checks is 100% fail-safe.

DUTIES OF EMPLOYER

A. Best Efforts and Final Decision.

Employer agrees to use their best efforts to reach an agreement for a temporary out of home child care services with a nanny candidate submitted by the Agency. The parties, however, acknowledge that this process is subjective by nature and that the final hiring decision is that of Employer.

B. Verification of Information.

Employer will also be responsible for verification of the nanny candidates' eligibility for employment in the United States as provided by the Immigration and Naturalization Service's Form I-9. Employer is responsible for verifying all other information pertinent to Employer's decision to hire or retain the nanny candidate. While the Agency will make every effort to ensure that information provided about each candidate is accurate, Employer is the party responsible for ensuring the accuracy of the information each nanny candidate provides.

C. Relationship Between Employer and Nanny.

Employer and nanny candidates have the full and complete authority to negotiate the terms and conditions of child care service, provided that the service conforms to the job description Employer provided to the Agency with the Application. Employer and nanny candidate must, however, comply with all applicable state laws, rules and regulations, including those propounded by Immigration and Naturalization Service, Internal Revenue Service and Department of Labor. In the event Employer or nanny candidate does not comply with any such law, rule or regulation, Employer will indemnify and hold harmless the Agency from any and all claims arising from such noncompliance.

D. Employment Contract.

Employer is responsible for negotiating the terms and conditions of any agreement with the nanny candidate(s) in accord with the job description provided with Employer's Application. Employer agrees that any agreement reached with a nanny candidate will be in writing. A sample agreement is attached hereto as Exhibit A. Employer must provide a copy of this contract to the Agency before the first date of nanny's employment.

FEE SCHEDULE

A. Application Fee.

Employer will pay Agency a \$200, non-refundable, Application fee. This fee must be paid prior to the commencement of all consulting services by Agency.

B. Referral Fee.

If, by reason of Agency's effort, in whole or in part, a nanny is found, the Employer shall pay Agency a Referral Fee as follows: 20% of the Nanny's salary for the entire period of work up to \$650 [restricted to nanny contracts under 28 days], less the paid Application Fee. The Referral Fee shall be due the day of the decision to hire the Nanny by Employer (including acceptance by telephone or any other means of communication). This fee must be received by the Agency in order for the nanny to commence employment.

C. Third-Party Referrals.

In the event Employer does not hire or retain the services of a nanny candidate submitted to Employer by the Agency, and Employer refers the nanny candidate to a third party who hires or retains the services of the candidate, Employer will pay to the Agency the entire placement fee under the same terms and conditions as if Employer had hired or retained the services of the nanny candidate.

D. Cancellation & Refund Policy.

All cancellations must be in writing and directed specifically to contracted nanny. Nanny Traveler, LLC, requires a copy of the cancellation notice within five business days. All Referral fees are non-refundable and non-transferable.

TERM AND TERMINATION

A. Commencement of Agreement.

This Services Agreement commences from the date Employer delivers a signed copy of this Agreement and the Application Fee to the Agency.

B. Termination of Agency Obligations .

The search for candidates will terminate upon the Employer's hiring of a nanny from the Agency referral or from any other source or notifying the Agency to discontinue the search.

C. Termination of Employer's Obligations.

The duties and obligations owed by Employer to the Agency under this Agreement shall remain in full force and effect even after the Termination of Agencies obligations, as set forth in the previous paragraph. For instance, in the event Employer hires, retains, refers information to a third party, or otherwise uses the services of any nanny candidate submitted to Employer by Agency, Employer shall pay to Agency the entire placement fee, including all applicable late charges and other costs and expenses associated with collecting such a fee, including, but not limited to, reasonable attorneys' fees.

OTHER TERMS AND CONDITIONS

1. This Agreement contains the entire agreement between the parties and supersedes all previous agreements whether written or oral. This Agreement may be modified, but such a modification can only be made in writing and must be signed by both parties.
2. This Agreement will be governed by the laws of the State of New York.
3. In the event either party files suit to enforce the terms and conditions of this Agreement, the prevailing party in the resulting litigation is entitled to recover its costs, expenses and reasonable attorneys' fees.
4. Services of the nanny will be terminated immediately due to any client / employer generated verbal or physical abusive as defined by our agency. This services agreement's policy on refund or replacement of the nanny will be forfeited.
5. In the event that Employer wishes to hire the Nanny referred to by the Agency on a permanent basis, Employer agrees to negotiate with Agent in arriving at an acceptable placement fee. The Agent standard placement fee for a full time Nanny is \$4500 and \$2500 for a part-time Nanny (under 30/hr a week).
6. By signing this Agreement I authorize Agency to charge the agreed Referral Fee at the time of hire. The Referral Fee charge will not be made unless you have hired the nanny candidate and Employer has been notified that Agency will be processing the charge to Employers account. No charge will be made without notification unless Agency becomes aware that the nanny candidate is already working for Employer.

Card # (MC/Visa/Amex): _____ Amount: \$ _____

Exp. Date _____ Code (three-digit): _____ Billing Zip Code: _____

Name on card: _____

By signing this Agreement the Employer acknowledges that they have read this Agreement and agree to all of the terms and conditions.

Employer name (print): _____

Signature _____

The Agency: Authorized Representative

_____ Date: _____

Please mail the agreement to the Agency at: Nanny Traveler, LLC
PO Box 20252
New York, NY 10021