

I (We) \_\_\_\_\_, hereinafter referred to as "Client", and ABC Nanny Source LLC, "hereinafter referred to as "ABC" or "the agency" enter into the following agreement:

1. **FEE SCHEDULE:** ABC Nanny Source operates on a contingency basis. No fee is due to engage the services of ABC to initiate a nanny search. If the client is interested in hiring one of the candidates presented, they must sign an Intent to Hire Agreement for the nanny chosen. The fee will be due immediately after ABC is in receipt of a written Intent to Hire Agreement signed by both the Client and the nanny they intend to employ. At that time, the Client agrees to pay ABC a fee in the amount of 16% of the Nanny's anticipated gross annual income (weekly salary times 52 weeks), or \$2,800, whichever is greater. This fee may be subject to state and/or local sales tax. The signed Intent to Hire Agreement and payment of the agency fee gives Client the right to hire a Nanny provided to them. When ABC is in receipt of the Intent to Hire Agreement, the Nanny will be removed from the database of prospective Nannies for the duration of employment with Client, and the Client authorizes ABC to charge the fee on the credit card provided.
2. **GUARANTEE / REPLACEMENT / CANCELLATION POLICIES:** ABC Nanny Source provides a ONE-YEAR (365 day) guarantee period. The Guarantee period begins upon receipt of an Intent to Hire agreement signed by both the Client and the Nanny chosen by the client. The signed Intent to Hire agreement and payment of the agency fee gives Client the right to hire this Nanny or any subsequent Nanny provided to them, with the understanding that only one nanny may be engaged with Client at any given time. In the event the Nanny resigns, is terminated, or is deemed not to be a suitable fit for any reason within one year (365 days) from the date the initial Intent to Hire agreement was signed, a replacement nanny search can be initiated by the Client. This will provide the Client with the ability to hire a new Nanny without any additional fee. The Client understands that the agency fee is not refundable since the Client has hiring rights for the remainder of the one-year period. A new nanny search can be initiated as many times as necessary during this guarantee period. ABC will be exempt from its responsibilities if: (a) the Client's payment is not received in accordance with this Agreement; (b) the Client has, at any point, disputed the hiring fee with the credit card issuer; (c) the Nanny resigns or is terminated due to a substantial modification of the job description which was originally provided to ABC (d) the Nanny resigns due to illegal activity, harassment, substance abuse or immoral acts within the Client household. ABC will not be required to find alternative care or provide reimbursement of any kind between the date of termination or resignation and the start of the new nanny. The Client agrees, understands, and accepts there will not be a refund of the agency fee under any circumstances.
3. **REFERRAL AGENCY:** The Client accepts that ABC Nanny Source, LLC is only a referral service. The Client accepts full responsibility for the decision to hire and to continue to employ the Nanny. The Client also assumes the duty to confirm all information provided by ABC. It is also understood that the Client is the sole employer of the Nanny, and NOT ABC Nanny Source, LLC. The Client accepts that the Nanny alone is responsible for her actions and that ABC Nanny Source; LLC assumes no responsibility for any act or omission of the Nanny either prior to, during, or after employment with the Client. The Client understands and agrees that although ABC has assisted the Client in referring the Nanny, ABC Nanny Source, LLC cannot predict the candidates' future behavior or performance and only the Client can assess the nanny's competence and appropriateness for the Clients' position. The Client relieves ABC Nanny Source, LLC of any liability, including but not limited to, property damage, and all actions related to Nanny's performance, non-performance, or negligence.
4. **TEMPORARY SERVICE OBLIGATION:** ABC is not responsible for finding alternative care or providing reimbursement of any kind if the Nanny hired is unavailable for work or between the dates of a nanny's termination/resignation and the commencement of a new nanny's start date. The Client understands and accepts that ABC specializes in the placement of long-term referrals and cannot assist in temporary requests.
5. **INTRODUCTION:** The Client agrees making any private agreement with any Nanny referred by ABC 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 is strictly prohibited. Such private agreements and actions include, but are not limited to, those that would enable the Client or any other person to avoid payment of the fees due to ABC. The Client agrees to compensate ABC an agency fee pursuant to paragraph 1 of this Agreement in the event the Client hires or refers any Nanny presented to the Client by ABC to a third party who hires the services of the Nanny within two years of presentment.
6. **INDEMNIFICATION:** The Client agrees to fully indemnify, release, discharge and hold harmless ABC Nanny Source, LLC, its directors, officers, employees, successors harmless from any and all claims, actions, losses, liabilities, damages and 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 whether such liabilities, claims or demands arise out of the negligent acts of ABC Nanny Source, LLC or from some other cause. In the event ABC Nanny Source, LLC is named as a defendant in a lawsuit involving the Nanny, the Client, or any other person, arising out of any party's negligence, malfeasance, nonfeasance, or willful misconduct, or involving the Client's payment of ABC Nanny Source fees, the Client agrees to indemnify ABC Nanny Source, LLC and pay all of ABC Nanny Source's costs and attorney's fees.
7. **GOVERNING LAW:** It is understood and agreed that the laws of the State of Pennsylvania shall govern this contract without regard to principles of conflicts of law. It is further agreed that the Magisterial District 38-1-25 and/or the Court of Common Pleas of Montgomery County, Pennsylvania shall settle any controversy or claim arising out of or relating to this contract, and Client(s) hereby irrevocably consents to the personal jurisdiction of said courts.
8. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior agreements and verbal discussions between the parties. This Agreement hereto 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.
9. **ADDITIONAL ACKNOWLEDGMENTS:** Both parties acknowledge and agree that: the parties are 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.

**The invalidity or unenforceability of any term(s) or provision(s) of this Contract or the non-application of such term(s) or provision(s) to any person(s) or circumstance shall not impair or affect the remainder of the Contract, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.**

CLIENT \_\_\_\_\_ DATE \_\_\_\_\_