

A B C N A N N Y S O U R C E

I (We) \_\_\_\_\_ (the "Client") and ABC Nanny Source LLC, hereby enter into the following agreement:

1. **PLACEMENT FEE:** The Client(s) agrees to pay ABC Nanny Source, LLC a placement fee in the amount of 14% of the Nanny's anticipated gross annual income (weekly salary times 52 weeks), or \$1,800, whichever is greater, for placement of a Nanny with undersigned Client(s). Payment Schedule: (a) Upon submission of this agreement to ABC Nanny Source, LLC; the Client(s) agrees to pay a non-refundable application fee to ABC Nanny Source, LLC to retain ABC Nanny Source, LLC services. (b) The remainder of the said fee, \$1,650 minimum plus tax, will be due immediately after ABC Nanny Source, LLC, has received written or verbal confirmation of Client(s) request to employ the Nanny. When ABC Nanny Source, LLC is in receipt of written or verbal notification on Client(s) choice of Nanny and the Nanny the Client(s) chose has accepted the offer, ABC Nanny Source, LLC, will remove Nanny from the database of prospective Nannies and the Client(s) authorizes ABC Nanny Source, LLC to charge remaining balance of placement fee on credit card provided.
2. **GUARANTEE / REPLACEMENT / CANCELLATION POLICIES:** ABC Nanny Source, LLC, provides a ONE-YEAR (365 day) guarantee period. The Guarantee period begins upon receipt of written or verbal confirmation of Client(s) request to employ an ABC Nanny Source, LLC Nanny. In the event the Nanny Client(s) employ resigns or is terminated for any reason within one year (365 days), Nanny will be replaced ONE TIME according to the following guidelines: ABC Nanny Source, LLC will be exempt from its responsibilities under this paragraph 2 if: (a) the Client(s) payment is not received in accordance with paragraph 1(b) of this Agreement; (b) the Nanny resigns due to a modification of the job description which was provided to ABC Nanny Source, LLC in the family application for a Nanny (c) the Nanny resigns due to illegal activity, harassment, substance abuse or immoral acts within the Client(s) household. (d) If Client(s) moves to a new location and Nanny is not willing or able to commute to new location (e) If Client(s) has already exhausted their option to have a Nanny replaced. ABC Nanny Source, LLC will initiate a new Nanny search to replace Nanny in the event she resigns or is terminated. However, ABC Nanny Source, LLC will not be required to provide services of any kind between the date of termination/resignation. The Client(s) may choose to hire an ABC Nanny Source, LLC temporary nanny at the current temporary rates if a temporary Nanny is available that can fulfill Client(s) needs. The Client(s) agrees and understands and accepts there will not be a refund of the placement fee under any circumstance.
3. **REFERRAL AGENCY:** The Client(s) accepts that ABC Nanny Source, LLC is only a referral service. The Client(s) accepts full responsibility for the decision to hire and to continue to employ the Nanny. The Client(s) also assumes the duty to confirm all information provided by ABC Nanny Source, LLC. It is also understood that the Client(s) 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(s). The Client(s) understands and agrees that although ABC Nanny Source, LLC has assisted the Client(s) in referring the Nanny, ABC Nanny Source, LLC cannot predict the candidates' future behavior or performance and only the Client(s) can access the Nannies competence and appropriateness for the Clients' position. The Client (s) relieves ABC Nanny Source, LLC of any liability, including but not limited to, property damage, telephone abuse, and all actions related to Nanny's performance, non-performance or negligence.
4. **TEMPORARY SERVICE OBLIGATION:** ABC Nanny Source, LLC will make every effort to find temporary Nanny care for Client(s) with little notice. However, in the event an occasion arises where an ABC Nanny Source, LLC Nanny is not available to fulfill the position being requested, ABC Nanny Source, LLC is not responsible for finding alternative care or providing reimbursement of any kind. The Client shall pay ABC Nanny Source, LLC a referral fee calculated at \$25 per day and \$30 per overnight or holiday requested for placement of a temporary Nanny for temporary services. In addition Client will pay Nanny hourly rate agreed upon to Nanny directly the day services are rendered. The minimum referral fee for any temporary care is \$25 per day and this fee is subject to 6% sales tax. The first annual registration fee (\$100 value) is waived for families that have hired, or are in the process of hiring a permanent Nanny. The full referral fee, plus tax, shall be due to ABC Nanny Source, LLC prior to services rendered. When ABC Nanny Source, LLC has secured a Nanny for request, the referral fee is calculated based on days requested and will be due in total immediately to reserve Nanny services. Temporary services shall not exceed a two-month time period for temporary care. Requested care for over two months will be, for purposes of this contract, considered permanent care, pursuant to paragraph 1 of this agreement. In the event Client(s) cancels reserved temporary Nanny services after commencement date with 48-hour notice; Client will not be entitled to a refund of the referral fee but will not be responsible to pay hourly rate agreed on if services are no longer needed. If Client cancels reserved Nanny services with less than 48 hours notice prior to commencement Client will not be entitled to a refund of the referral fee and will also be responsible to pay a cancellation fee equivalent to four hours of Nanny's agreed upon hourly rate. In the event the Nanny reserved for a temporary position does not fulfill her obligation and fails to arrive for scheduled services – ABC Nanny Source, LLC will work in good faith to find a replacement for the temporary nanny position promptly. However, in the even ABC Nanny Source, LLC does not currently have a temporary Nanny that would be able to fulfill this position: ABC Nanny Source, LLC will refund the Client daily referral fee per day Client has suffered without care, until request for position has been exhausted or a caregiver has been reserved. In no event will ABC Nanny Source, LLC refund referral fee paid if ABC Nanny Source has an available caregiver to fulfill the position yet Client refuses nanny services.
5. **INTRODUCTION:** The Client agrees to refrain from making any private agreement with any Nanny referred by ABC Nanny Source, LLC 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. Such private agreements and actions include, but are not limited to, actions, which would enable the Client or any other person to avoid payment of the registration and/or referral fees due to ABC Nanny Source, LLC. The Client(s) agrees to compensate ABC Nanny Source, LLC a placement fee pursuant to paragraph 1 of this Agreement in the event that the Client(s) hires or refers any Nanny introduced to the Client(s) by ABC Nanny Source, LLC to a third party who hires the services of the Nanny within two years of introduction.
6. **LATE PAYMENT FEE:** If the placement fee is not paid to ABC Nanny Source, LLC according to the guidelines set forth in paragraphs 1 and 4 of this Agreement, Client(s) is responsible for a further fee of \$50.00 for each 7 days the fee is unpaid. In the circumstance the Client(s) refuses to provide payment according to paragraphs 1, 4 and 5 of this Agreement, the Client(s) agrees to pay all costs incurred by ABC Nanny Source, LLC in connections with its collection of such fees, including court costs and reasonable attorneys' fees. In the event the Client(s) are husband and wife, each Client shall be jointly and severally and in the entireties obligated to pay ABC Nanny Source, LLC the agreed upon fees.
7. **INDEMNIFICATION:** The Client(s) 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 the Nanny's or the Client's negligence, malfeasance, nonfeasance or willful misconduct, or involving the Client's payment of ABC Nanny Source, LLC rates or fees, the Client agrees to indemnify ABC Nanny Source, LLC and pay all of ABC Nanny Source LLC costs and attorney's fees.
8. **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 07-02-08 and/or the Court of Common Pleas of Bucks 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.
9. **AMENDMENT:** 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. This Agreement may not be modified except by amendment reduced to writing and signed by Client(s) and ABC Nanny Source, LLC.
10. **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.
11. **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.**

ABC Nanny Source LLC.

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