

# Amazing Placements, LLC

## Client / Agency Agreement

Amazing Placements, LLC (hereafter known as AGENCY) and

\_\_\_\_\_ (hereafter known as FAMILY) hereby agree as follows:

**1. Purpose:** AGENCY will recruit, interview (by phone, through our agents or in person), and evaluate Nanny applicants. The final decision to enter into an employment relationship will be made exclusively by the FAMILY and the Nanny. The FAMILY is not obligated to hire any Nanny referred by AGENCY. AGENCY strongly encourages the FAMILY to review the applicant's file, and to personally check references before making an employment decision.

**2. Placement Fees:** AGENCY application fee is \$75.00. This non-refundable fee does not bound FAMILY to exclusively work with AGENCY nor is AGENCY guaranteeing to find a nanny for FAMILY. AGENCY's placement fee for a full-time or part-time Nanny is 10% of the Nanny's annual gross salary. The placement fee for a short-term Nanny (an intended placement of three months or less) is \$1000 to be paid by the FAMILY. Placement fee for a temporary Nanny is \$200 for up to five (5) days and \$25 per day after that, to be paid by the FAMILY. All placement fees are subject to appropriate taxes. If the employment period for a short-term Nanny is extended beyond the three-month period, FAMILY must contact AGENCY and pay the remainder of the fee for a full-time Nanny, or any portion thereof that is agreed to between AGENCY and FAMILY.

**3. Payment Terms:** Upon verbal or written agreement between FAMILY and Nanny applicant, 50% of applicable fees will be paid to AGENCY. Payment of 50% of applicable fees must be received within 7 days of verbal or written agreement between FAMILY and Nanny applicant, and prior to the time the Nanny arrives in FAMILY's home to begin employment. When this payment is received, AGENCY will check the candidate's criminal and DMV history. In addition, at that time, AGENCY will remove the applicant from the active list, and she will not be referred to any additional families. The remainder of the fee must be sent to AGENCY, and post-marked within seven (7) days of the nanny's arrival in the FAMILY's home. If AGENCY has not received payment within ten (10) days of the nanny's arrival in the FAMILY's home, Nanny will be placed on active list and will be allowed to interview with prospective Families. A late charge of 18% will be added to all balances existing 30 days after Nanny's arrival at the FAMILY's home. In the event the Nanny hired does not arrive at the Family's home and commence employment, AGENCY will refund 100% of the placement fee paid to date. Under no other circumstances will there be a full or partial refund of the placement fee.

**4. Guarantee:** Subject to the conditions listed below, AGENCY will guarantee the FAMILY's satisfaction with the Nanny as follows: If Nanny is unsatisfactory within the first 60 calendar days, AGENCY will issue a full credit equal to the fee paid, as described in paragraph (3), towards a future Nanny. If short-term Nanny is unsatisfactory within the first 14 days, AGENCY will issue a full credit equal to fee paid, towards a future short-term Nanny. AGENCY will provide only one replacement nanny and reserves the right to limit the search period to six weeks. FAMILY is not limited as to the number of replacement candidates it may consider. If AGENCY does not find an acceptable replacement NANNY within a maximum time of six weeks, the AGENCY will refund 60% of the invoiced fee including taxes paid by FAMILY within 14 business days. FAMILY UNDERSTANDS THAT THE FEE PAID TO THE AGENCY IS A REFERRAL FEE ONLY AND THE AGENCY MAKES NO PROMISES OR COMMITMENTS AS TO HOW LONG A NANNY WILL REMAIN AS AN EMPLOYEE TO THE FAMILY.

**5. Terms of Guarantee:** AGENCY's guarantee is contingent on all of the following conditions. (1) Payment of applicable fees as described in paragraph 3 are received by AGENCY within 7 days of written or verbal agreement between FAMILY and Nanny applicant, and prior to the time the Nanny arrives to FAMILY's home to begin employment. (2) Remaining payment of the placement fee has been received by AGENCY and postmarked within 7 days of the Nanny's arrival in the FAMILY's home. (3) Nanny has been compensated for time worked, less any reimbursable expenses due to the FAMILY. (4) Should termination of employment occur by reason of misdescription or misrepresentation concerning the duties, compensation or treatment of the Nanny, the above guarantee is void and will be considered a breach of contract by FAMILY.

**6. Family's Responsibilities:** The FAMILY understands that it is solely the responsibility for any tax, FICA, or other withholding obligations by reason of its employment of the Nanny. The FAMILY also understands that it is responsible for providing automobile insurance if the Nanny will be a driver of any FAMILY automobile. AGENCY encourages the FAMILY to consult with an accountant or tax advisor regarding FICA, Federal taxes, Worker's Compensation, liability and health insurance coverage.

**7. Confidentiality:** FAMILY understands that all files of Nanny applicants received from AGENCY are the property of AGENCY, and the contents thereof are confidential information. The FAMILY agrees that it will not disclose to anyone the names and/or addresses of any Nanny applicants. If any information about an applicant is disclosed to a third party, and that third party employs the applicant, the FAMILY will be fully liable to AGENCY for the placement fee of that application. The FAMILY also agrees that if they employ any candidate referred by AGENCY within 2 years from the date of this agreement, they will be bound by the terms of this Agreement, and liable for the payment of the full placement fee.

**8. Limitations of Liability:** FAMILY understands that the applicant alone is responsible for her/his actions that the applicant is not an employee of AGENCY, and that AGENCY accepts no responsibility for any act or omission of the applicant either prior to, during, or after employment with FAMILY. FAMILY also understands that it takes full responsibility for the decision to hire and to continue to employ the Nanny and that the role of the agency is limited to recruiting and interviewing Nanny applicants. AGENCY will conduct a search of the criminal and DMV history of each candidate offered a position, under the terms indicated in Section 3. These checks are conducted by name, date of birth, and Social Security number. FAMILY should be aware that there are limitations in the effectiveness of this search. These limitations include, but are not limited to crimes committed under an alias, and crimes committed in locations in which the candidate has not disclosed prior residence or in which the candidate committed a crime, but did not reside.

The FAMILY agrees to indemnify, defend and hold harmless AGENCY from any judgment, losses, liabilities, damages or expenses as a result of any claims or demands or lawsuits in any way connected with the employment of the applicant by FAMILY.

This agreement contains the entire Agreement between AGENCY and FAMILY. Any statements, promises, inducements made by either party or agent that are not contained in this written Agreement shall not be valid or binding. This contract may not be enlarged, modified or altered, except in writing, signed by the parties herein.

Agreed and accepted:

FAMILY SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

AMAZING PLACEMENTS, LLC

By: \_\_\_\_\_

Date \_\_\_\_\_