

# Lincoln Park Nanny Agency

## CLIENT- AGENCY AGREEMENT

## FEE SCHEDULE & REFUND POLICY

This agreement made \_\_\_\_\_ between Lincoln Park Nanny (herein after referred to as agency), and (hereinafter referred to as client); Please list the names of both parents if married.

Parent One: \_\_\_\_\_

Parent Two: \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address:

### **1. Placements:**

Lincoln Park Nanny will refer All Applicants (hereinafter referred to as Nanny) to the Client, as they become available for consideration as a full-time or part-time live in or out nanny, occasional babysitter or personal assistant. Applicants are screened prior to their referral to the Client only to the extent that they meet the Agency's criteria for a qualified Nanny Applicant. Client agrees to screen and interview applicants carefully to determine whether they meet the Client's criteria and can fulfill the Clients expectations for their position. Offers of employment should not be made by Clients before carefully interviewing and screening applicants, and getting authorization to do so by the agency.

### **2. Hiring:**

The Client agrees not to offer employment to any applicants referred by Lincoln Park Nanny, without first obtaining authorization from Lincoln Park Nanny directly. CLIENTS AGREE TO OBTAIN AUTHORIZATION FROM THE AGENCY BEFORE EXTENDING AN

APPLICANT A JOB OFFER. Clients also agree to notify the Agency of the date the applicant begins her first day and when the Client's employment begins.

### **3.Fees:**

**A)** The Client agrees to pay the Agency a placement Fee for any Nanny referred by said Agency and hired by Client. Placement Fees are those fees as defined in the Agency's Fee Schedule as of the date of the execution of this Agreement. Client acknowledges a receipt of said Fee Schedule, understands said Fee Schedule in its entirety and agrees to fees stated therein.

Nanny Full time: 1700

Nanny Part time: 1400

Live In: 2000

**B.)** The Client agrees to pay the referral fee in full to Lincoln Park Nanny Before the nanny begins her employment in the clients home. This fee will be paid in full once the Client has been given authorization to employ the applicant. Clients who employ their nannies before paying the appropriate referral fee as stated in this agreement will be subject to pay an additional \$125 babysitting service fee for each week that the referral is late in addition to the agreed upon fee.

### **Non Payment of Fees:**

**A.)** If at any time within one year after an initial meeting between a client and any applicant referred by the agency that the applicant becomes a direct or indirect provider of services to the Client, and the Client does not notify the Agency of the nannies employment and/or does not pay the appropriate fee, the client agrees to pay the Agency a \$2800 termination fee in addition to any legal fees or court costs incurred by Lincoln Park Nanny in collecting such fees.

**B.)** The client agrees to pay the fee in full before the nanny begins employment. If the Client fails to pay the referral fee to the agency before the nanny begins employment, Lincoln Park Nanny will have the right to obtain full payment of the referral fee from client, along with attorney's fees and court costs incurred, and will not be obligated to provide the Client with any replacement or guarantee services as specified below in this agreement.

### **Refund Policies:**

REFUNDS ARE ONLY MADE WITHIN 30 DAYS OF PLACEMENTS. AFTER 30 DAYS IT IS HALF THE FEE FOR A REPLACEMENT. AFTER TWELVE MONTHS FOR A REPLACEMENT THERE WILL BE A NEW FEE AND NEW AGREEMENT.

**A.)** Replacement will only be given to the Client by the agency for the amount of hours per week that they originally contracted their nanny for. For example, if a Client hires a nanny for

40 (Full Time) hours per week and thereafter decided for any reason, that they only need for 20 hours per week(Part Time), which causes their nanny to leave their employ, they will not receive a different form of replacement after the 30 day trial, the client would have to pay half the fee of the original placement (half the full time fee). The Clients agree that if they choose to come back to the Agency for a new nanny after one year, at this time that they will have to re-contract with the Agency and pay the appropriate for a new nanny.

**Relationship to Client and Nanny:**

**A.)** Lincoln Park Nanny is a referral service, and does not train, employ, or exercise control, authority or discretion over applicants referred to clients. Lincoln Park Nanny disclaims any and all responsibility for any conduct or omissions of any applicant, including any applicant hired by the client. The agency is not responsible for losses or damages resulting directly or indirectly from its Clients relationship with any applicant or nanny. Lincoln Park Nanny is not responsible for providing insurance or withholding any payroll taxes, and has no employment relationship with its applicants or nannies.

**B.)** Clients are responsible for making sure their nannies are aware of all rules they want to her to follow as well as safety concerns and hazards.

**C.)** The Client, by signing this agreement, agrees to pay the appropriate referral fee and follow the appropriate policies in the event the client hires any of the applicants referred by the Agency.

This agreement embodies the entire agreement between Lincoln Park Nanny and the Client. There are not other contracts, agreements, understanding, promises, conditions or obligations made or entered by Lincoln Park Nanny and its Client other then those contained herein. No Modifications to this Agreement shall be Valid unless they are in writing and signed by both parties.

Lincoln Park Nanny Agency

Parent 1: \_\_\_\_\_

Parent 2: \_\_\_\_\_

\_\_\_\_\_

Contract Start Date: \_\_\_\_\_  
USE ONLY)

Contract End Date: \_\_\_\_\_(LPN