

## **CLIENT CONTRACT**

**STATE OF TEXAS }**

**COUNTY OF COLLIN }**

This is an agreement ("Agreement") between **THE NANNY AGENCY, INC.**, (referred to hereinafter as "the **Agency**", 12202 Pagewynne Drive, Frisco, Texas 75035, and \_\_\_\_\_ (referred to hereinafter as "**Client**"), \_\_\_\_\_, Texas, for referral, placement and consulting services concerning employment of a child-care professional ("**Nanny**"). Client and the Agency are collectively referred to herein as the "Parties". In consideration of the mutual promises contained in this Agreement, Client and the Agency agree as follows:

### **I. REFERRAL SERVICE PROVIDED BY THE AGENCY**

- .1 The Agency will search, find, and refer potential persons to Client for potential employment as a Nanny. Client understands and acknowledges that Client is retaining the Agency as a search consultant to find appropriate Nanny candidates for Client.
- .2 Client understands and acknowledges that the Agency, as a search consultant to Client, acts as a referral source of Nannies in locating prospective Clients, and is not a party to any agreement made between the Client and the Nanny. Client understands and agrees that the Agency is not a detective agency. Moreover, Client acknowledges that the Agency is an independent contractor and is not an agent of, employee of, or partner of either Client or Nanny. It is further acknowledged and agreed that the sole obligation of the Agency is to use reasonable efforts in locating Nannies that meet the permanent job order questionnaire qualifications as specified by Client to the Agency. Client acknowledges that nothing in this Agreement is intended by the Agency to guarantee a suitable applicant.
- .3 Client understands that upon the voluntary or involuntary termination of a Nanny, the Agency is not required to reimburse Client for any expenses that may be or have been incurred by Client.
- .4 The Agency will screen Nanny candidates for criminal history, driving records, and Social Security identity. The Agency will contact references given by Nanny candidates, although Client will have the opportunity to contact such references, and the Client is urged to do so.
- .5 If a Nanny referred by the Agency accepts employment with the Client, but during the first six months (180) days of such employment the Nanny or the Client terminates employment with or without cause, the Agency will replace that Nanny one time without additional charge. If termination takes place during the period 181 days through 365 days after employment, the Agency will replace the Nanny one time for 50% of the applicable fee. Please understand that it will take time to replace your nanny, approximately 2-8 weeks.

## **II. CLIENT'S OBLIGATIONS**

.1 Client will provide the Agency with such information as may be requested by the Agency, from time to time, concerning Client's qualification and requirements for a Nanny referral. Client agrees that each of the representations and information provided on the employment application (Employee Application – attached hereto, incorporated herein and made a part hereof) by Client, as well as any other information given the Agency, is true and complete in all respects.

.2 Client authorizes the Agency to contact any references provided by Client, as well as to make its own independent investigation of Client. The Agency is authorized to obtain all such reference checks as the Agency may deem desirable and any persons, private corporation, medical facility, doctor or government agency is specifically authorized to provide such information to the Agency.

.3 Client understands and agrees that the Agency is not responsible for false or misleading answers or information provided to it by Client, a Nanny or other third parties, and holds the Agency harmless from any damage of any kind whatsoever resulting from any such false or misleading answers or information.

.4 Client ratifies and confirms any and all referrals the Agency makes for, to, or on behalf of Client, and specifically authorizes the Agency to refer to Client's identity for the purpose herein set forth.

.5 Client is under no obligation to accept any Nanny referral made by the Agency. The final determination to accept or reject a referral made by the Agency is solely that of Client, and Client waives any and all claims, damages, losses or causes of action against the Agency arising out of any such Nanny referral to, or hiring by Client.

.6 Client shall promptly notify the Agency if the Agency refers a Nanny candidate with whom the Client has already had contact, either by previous employment or by referral from any other person or agency.

.7 Client acknowledges and agrees that the Agency shall not control or supervise the time, method, manner or means of accomplishing the objectives of Client, nor the compensation, benefits, duties, hours, or responsibilities of any Nanny. Client shall have full responsibility for all such control and supervision, and all such negotiations and arrangements with any Nanny.

.8 Client or Nanny shall be responsible for payment of all applicable payroll taxes, Social Security, or Medicare assessments, and Federal or State withholding or unemployment taxes arising as a result of employment of any Nanny.

### III. CONFIDENTIALITY

.1 **The Agency.** All data provided to and/or gathered by the Agency in the investigation of the Client is confidential and will be held in strict confidence by the Agency and its employees.

.2 **Client.** Client agrees to keep all information provided by the Agency confidential and will continue to keep that confidentiality at all times. At the expiration of this Agreement, or the expiration of the referral services rendered by the Agency, for any reason, all information and material of a personal or private nature acquired from Client, directly or indirectly, shall be promptly returned by the Agency to the Client upon written request. Upon request by the Agency, Client will return all information provided by the Agency relating to all Nannies that were referred to Client.

### IV. FEES

All fees for Nanny referral services provided by the Agency shall be charged to Client as follows (please initial the placement requested:)

<u>Type of Placement</u>	<u>Fee</u>
Client registration / screening fee:	<b>None</b>
Referral fee for full-time or part-time live out placement	<b>10% of first year's gross salary</b>
Nanny referral fee for full-time live-in placement	<b>12% of first year's gross salary</b>

**OR**

Minimum fee for any permanent placement	<b>\$1000.00</b>
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#### **Exception:**

Nanny referral fee for Summer only placement	<b>\$500</b>
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*[We calculate the placement fee for a permanent full time or permanent part time job by multiplying the weekly salary X 52 (weeks) X 10% (or a minimum of \$1000, other than summer nanny)]*

.1 All fees are due on the Nanny's first day and are **non-refundable**.

.2 Client agrees not to make any private arrangement with any Nanny candidate referred by the Agency, for the purpose of, or having the effect of, avoiding payment of the fees set out above. If Client employs a Nanny candidate referred by the Agency at any time during six (6) months after such referral, then Client shall notify the agency of such employment and shall pay the fee set out above.

.3 Client agrees that the above selected Nanny referral fee is to be paid the Agency on or before the first day the Nanny reports for work to the Client. No placement is final until all fees have been paid to the Agency.

.4 Client understands that a referred Nanny is not required to pay a fee of any kind for the referral services provided by the Agency, but that any such fee is the obligation of Client. Client acknowledges that a referred Nanny has agreed not to commence employment activities with Client until all applicable screening and referral fees have been paid in full by Client to the Agency.

## **V. INDEMNIFICATION**

.1 Client agrees to indemnify and hold the Agency harmless from and against any and all suits, actions, losses, damages, claims or liability of any character, type or description, including without limitation, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, alleged by the Client, the Nanny, the Client's family or any third party, including any acts of omission or commission of the part of the Nanny, Client, or Client's family, and including claims and damages arising in whole or in part from the negligence of the Agency.

.2 The Agency is not responsible for the acts, conduct, or omissions of Client or any Nanny arising out of any referral provided. The Agency makes no implied or express warranties other than its agreement to provide referrals as is specifically set forth elsewhere in this Agreement; the Agency makes no representations, warranties, promises, or agreements regarding the composition of its Client database, and the Client acknowledges that there has been no representation, promise, or agreement other than as expressly contained in this Agreement.

.3 Client relinquishes all claims for possible liability of the Agency. Client agrees that under no circumstances will the Agency be responsible for any damage or loss resulting from employment of the Nanny referred by the Agency.

**It is the express intent of the Parties to this Agreement that the indemnity provided for in this section is an agreement by Client to indemnify and protect the Agency from the consequence of the Agency's own negligence.**

.4 Client further agrees to defend, at its own expense, and on behalf of the Agency, and in the name of the Agency, any claim or litigation brought in connection with any such injury, death, or damage.

## VI. MISCELLANEOUS

.1 **No Assignment.** This Agreement shall not be assignable by Client without the prior written consent of the Agency.

.2 **Collection, Attorney's Fees and Costs.** If any fee is not paid within three (3) days of demand, Client agrees to pay all costs of collection, including interest at the maximum rate allowed by law on the unpaid balance of amount due. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

.3 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas.

.4 **Parties Bound.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

.5 **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision has never been contained in it.

.6 **Prior Agreements Superseded.** This Agreement constitutes the sole and only understandings or written or oral agreements between the parties and supersedes any prior understandings or written agreements between the parties respecting the subject matter of this Agreement.

EXECUTED AT \_\_\_\_\_, Texas, on \_\_\_\_\_, 20\_\_\_\_.

THE NANNY AGENCY, INC:

CLIENT:

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

Andrea McDaniel, President

12202 Pagewynne Drive,  
Frisco, Texas. 75035

972-713-7773  
[nannyagencyinc@aol.com](mailto:nannyagencyinc@aol.com)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number



## Credit Card Authorization Form

**I authorize The Nanny Agency, Inc. to charge the placement fee. (You may write a check as well.) If the placement fee is not paid on the day the nanny starts, your credit card will be charged.**

Visa\_\_\_ M/C\_\_\_ AX\_\_\_ DISC\_\_\_ #\_\_\_\_\_

Name on card\_\_\_\_\_

Expiration date\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_