

## NANNY AGREEMENT

THIS NANNY AGREEMENT (the "Agreement") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between \_\_\_\_\_ (the "Nanny") and Trio Placing Qualified Nannies With Families, LLC, a North Carolina limited liability company (the "Company").

### RECITALS:

WHEREAS, the Nanny desires to use the services of the Company and the Company desires to provide services to the Nanny to find suitable employment for the Nanny with a client of the Company (the "Client"); and

WHEREAS, the Parties believe that it is in their best interests to define their relationship upon the terms and conditions hereinafter set forth.

### AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby covenant, contract and agree as follows:

#### I. Services.

(a) The Company shall use its reasonable efforts to match the Nanny with a Client.

(b) The Company may, without limitation, (i) conduct a background check of the Nanny, including without limitation a review of the Nanny's criminal record, driving record, credit report, college transcripts and any other information useful in determining a Nanny's suitability with a Client; (ii) check references provided by the Nanny; and (iii) negotiate any disputes between the Nanny and a Client who employs the Nanny if the dispute arises within the first month of such employment.

(c) The Nanny shall (i) provide the Company with a minimum of three references; (ii) execute any and all documents as may be reasonably requested by the Company so that the Company may perform a background check of the Nanny; (iii) submit to reasonable requests from the Company for drug testing; and (iv) within one week after a Client employs the Nanny, provide the Company with written notice of the salary paid to the Nanny by the Client.

II. Fees. The Nanny shall not pay the Company a fee for its services.

III. Termination. This Agreement shall terminate upon the Client's full payment of the placement fee with respect to Nanny. Notwithstanding any provision herein to the contrary, the provisions of Sections I, IV, V, VI shall survive any termination of this Agreement.

IV. Indemnification. The Nanny agrees to indemnify, defend and hold the Company and their members, agents, employees and customers harmless from any and all losses, claims, damages, liabilities or expenses (including reasonable attorneys' fees) of any kind or nature, in whole or in part, or arising, directly or indirectly, from this Agreement.

V. No Representations or Warranties. The Company makes no representations or warranties to Nanny under this Agreement.

VI. No Employment or Independent Contractor Relationship. The Nanny agrees and acknowledges that she is neither an employee nor an independent contractor of the Company.

VII. Injunction. If any controversy between the Company and a Client arises concerning the employment of the Nanny prior to the Company receiving full payment for its services from the Client, the Company may seek an injunction restraining the Client's employment of the Nanny pending the determination of such controversy. Such an injunction shall, however, be cumulative and not exclusive, and shall be in addition to any other rights, recourse, or remedy that the Company may have.

VIII. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the Parties as contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

IX. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties relating to the subject matters hereof and supersedes and terminates all prior agreements relating between the Parties. No term, provision or condition of this Agreement may be modified or discharged orally but only by a written instrument duly executed by the Parties.

X. Heirs and Assigns. This Agreement shall be binding not only on the Parties, but also their heirs, personal representatives, successors, and assigns, and the Parties agree for themselves and their heirs, personal representatives, successors, and assigns to execute any instruments in writing that may be necessary or proper in the carrying out of the purposes and intent of this Agreement.

XI. Interpretation. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa. The masculine gender shall include the feminine and neuter and vice versa. The Article and Section headings or titles shall not define, limit, extend, or interpret the scope of this Agreement or any particular Article or Section.

XII. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of North Carolina without giving effect to its principles of conflicts of laws.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

NANNY:

\_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_

COMPANY:

TRIO PROVIDING QUALIFIED NANNIES TO  
FAMILIES, LLC (SEAL)

\_\_\_\_\_  
By: Sally A. Howell  
Title: Member