



Date _____

FAMILY AGREEMENT

Agreement between _____ (herein referred to as "Family") and The Nanny Agency, Inc. (herein referred to as "Agency").

The Agency agrees to obtain applications from persons interested in performing child care services for the Family, to verify information contained on the applications as provided by the child care provider (hereinafter referred to as "Nanny/Sitter"), to perform background checks, and to select potential Nannies/Sitter for the Family. The Family agrees that information about the Nanny furnished by the Agency is confidential and is not to be disclosed to any third party.

The Family agrees to pay all fees in a timely manner. If fees are not paid in a timely manner and the Agency refers the matter to a collection agency, the Family shall be responsible for all collection costs, including the collection fee, reasonable attorney fees and court costs.

It is understood by and between the Family and the Agency that at no time will the Nannies/Sitters be considered employees of the Agency. It is understood that the Agency assumes no responsibility for paying or withholding any federal or local taxes, social security contributions, health or car insurance premiums, or any other expense required or arising from the Nanny's/Sitters' work with the Family.

The Agency will not limit referrals of Nannies/Sitters or Families on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, disability or unfavorable discharge from military service.

The Family agrees to provide requested information on members of the Family to the Agency, to provide the Agency with two (2) references, to authorize the Agency to verify all information provided, and to share that information with prospective Nannies/Sitters. The Family understands that any misstatement of fact or omissions will be communicated to the Nanny once discovered. The Agency reserves the right to deny services at its discretion and alter rates as needed.

The Family agrees to save and hold the Agency harmless from liability caused by any misrepresentation of fact or omissions, or by disclosure of personal information about the Family by the Nanny. The Agency does not warrant performance of any Nanny/Sitter, and it is in no way responsible for any Nanny's/Sitters' conduct while working for the family. The Agency's sole responsibility is to take reasonable steps to verify the accuracy of information obtained from the Nanny/Sitter during the application and screening process.

For Nannies and Summer Companions

The Family agrees to pay the Agency a fee of \$1300 for the placement of a Nanny (an individual making a commitment for at least 1 year), \$350 for any summer placement, or \$250 for an independent background check. The type of placement or service will determine the fee. One hundred dollars shall be considered a nonrefundable consultation fee due at the first meeting with the agency and applied toward the placement of a nanny making a one year commitment. Twenty five dollars shall be considered a nonrefundable consultation fee due at the first meeting with the agency for a summer placement. The remaining \$1200 (for a nanny committing to 1 year) and \$325 (for summer nanny) shall be due upon closing of the Nanny placement when a Nanny has accepted a position with the Family.

If recruiting costs are incurred above and beyond the agency’s regular recruiting efforts, the agency will inform the family in advance of costs associated with recruitment and the family will be responsible for such costs if a nanny is not placed with the family. If a placement occurs, all recruiting costs will be considered part of the placement fee.

The Family understands that all Nanny placements are guaranteed for a thirty (30) day period, effective on the starting date of the Nanny. If, at any time, the Nanny is terminated or quits, the Family will notify the Agency of such termination. If the Nanny should resign or is discharged for any reason within the first 30 days of employment, the Agency will:

- (a) reduce the fee to 25% of the gross wages paid. The difference between the \$1300 or \$350 fee paid and 25% of the gross wages will be refunded within 1 week of the Family notifying the Agency of termination, or
- (b) replace the Nanny at no additional charge.

All Nanny placements are made on a calendar-year basis. Summer placements are based on 3-months (June-August). If the Nanny cannot fulfill her/his duties or is discharged before the end of the scheduled time, but after the 30-day guarantee period, the Agency will prorate the placement fee, and the only charges incurred for the next placement will be those from the placement fee less the prorated credit.

The Family understands that this guarantee is only valid provided the Agency has completed a closing with both the Nanny and the Family together. Before closing, the Family agrees to not communicate with the Nanny in any manner without the Agency’s permission.

The Family agrees to advise the Agency of its terms of employment for Nannies with a completed job description which is to include: agreed days off, salary, job duties, benefits, etc. If the job description is modified within the first year, the Agency must be notified. A copy of the modified job description, signed by both the Nanny and the Family, must be delivered to the Agency within 7 days of the time when such modifications are to take effect.

The failure of the Family to comply with any provisions of this agreement will forfeit any rights to a refund, prorated or replacement credit, if the Nanny leaves before the end of the guarantee period.

For Sitters On Call

The Family agrees not to contact the Sitter/s directly but make all requests through the agency. Contacting a sitter/s directly without the agency’s knowledge and consent will result in dismissal from the program.

The Family understands that they do not have a Sitter unless the Sitter has called and confirmed directly with the Family.

The Family agrees to pay any sitter from the Agency a minimum of \$8 per hour for one or two children and an additional \$1 per hour for each additional child at the time the service is provided. The Family understands that the Sitter shall be paid a minimum fee of two hours.

The family agrees to pay placement fees of \$15 per referral, \$30 per holiday referral, \$35 fee for a weekday overnight, and \$25 for Friday or Saturday overnight. Occasional Before and After School (2.5 hours or less between hours of 6am-9am and 3pm-6pm) are \$10 per placement.

The Family understands that requests made with less than 48 business day hours notice will constitute an emergency request and agrees to pay an additional \$10 fee per emergency request. The Family understands that cancellations made after a sitter is requested will result in a cancellation fee of \$5 instead of the regular placement fee. Cancellations for holiday, overnight and emergency requests will be \$10 instead of the regular placement fee.

Discount rates of \$12 per placement apply if a family has at least 5 placements per month or \$10 per placement for at least 10 placements per month. Unlimited requests are available for \$150 per month.

Ongoing before or after school placements are a flat rate of \$100 per month. Families may pay an additional \$50 per semester for unlimited access to their before or after school care provider/s.

Discounts do not apply to emergency requests, overnight, or holiday placements.

The Family understands that they will be billed at the end of each month by the Agency and that payment is due upon receipt. A \$5 late fee will be added to payments not received by the 25th of the month.

The Family has read and understands this contract, the Family agrees with all of the terms and conditions herein, and the Family confirms by signing below.

Family: _____ Date: _____

Agency: _____ Date: _____