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Agency/Client/Family, Housekeeping, Domestic Service Agreement

This agreement entered into on this day _____20____ between My Girl Friday, LLC. Hereby known as the Agency- A placement Agency and the Client _____ individuals engaging the agency to place a Nanny/Sitter, Domestic Helper, Housekeeper.

1. Our Services

- A. Nannies, Sitters, Tutors and Mother's Helpers
- B. Housekeepers, Organizer
- C. Personal Care Staff- Senior Staffing and Companion Care
- D. Personal Assistants
- E. Staffing Services offices, church nurseries, events
- F. Recreational and Spa Massage, Private Chefs

2. Description of Services

- A. Entice and Interview Qualified Applicants
- B. Obtain Documental Proof of validity to work in US, Age, Name, Work Status, Criminal Background checks (The Agency does not guarantee the information provided to any online background checking agencies or the findings of those online background checking agencies. We do not guarantee the validity of these agencies findings and hereby announce the fallibility of using these agencies findings as a basis for hiring a domestic service provider.)
- C. Obtain FBI federal Background checks via finger print identification (This process takes two to thirteen weeks to get back)
- D. Verify and ensure applicants have current CPR credentials
- E. Verify Social Security Number
- F. Obtain Credit Check, Job Application, Job Order- detailed job description from Client
- G. Provide Contact information for Client to conduct interview
- H. Check Candidates References
- I. Verify all information such as: education, work history and conduct nanny skills assessment tests. Share these results with hiring clients.

J. Verify vaccination records of Candidate

3. Client Responsibilities

A. Client is solely responsible to review the providers Application and other pertinent information provided to you by the agency.

B. Client is solely responsible for the hiring of their nanny/sitter, domestic service provider.

C. Client agrees to provide to this agency accurate and detailed information.

D. Client agrees to negotiate and sign a written agreement with the selected nanny. (This does not limit the rights of either party to terminate employment.)

E. Client agrees to provide the nanny with all pertinent information that he/or she needs to perform his/her duties.

F. Client agrees to hire nanny/sitter for the period of time expressed as start and ending times for each day. In case of an emergency, the clients are asked to contact their setters and gain their permission to continue care coverage outside of the original start and ending times.

If the clients fail to contact the sitter to apprise him/her and get their permission to go past the original end time, a new rate of \$15.00 per hour will be assessed for the time period the client's agreed previously to end services to the time they actually return to the premises.

G. Client is obligated to contact agency of any change in schedule via phone or email.

H. The Client and Nanny/Sitter/Domestic Helper/Services will provide a written agreement to the Agency.

I. Client agrees to pay all fees including mileage to their provider for the hours used. Excluding fees like: mileage must be mutually agreed upon by provider, agency and client in writing attached to this agreement.

J. Client agrees to gather tax information from Nanny/Sitter / Domestic Services. Client is aware that he/she will receive a ticket describing services rendered and a break-down of all fees. Client agrees to sign and will retain copies for their tax purposes.

K. Client Agrees to not contact nanny/sitter, Domestic Helper/services outside of agencies knowledge. Client agrees to contact agency if sitter solicits work outside of the knowledge of the agency.

L. Client agrees not to hire service providers provided by the agency for a period of 6 months from the time of discontinuing services with the agency. The hiring of any provider before the allotted six month period will constitute a breach of this contract. The following results: Client will be responsible for paying to this agency, the fees described as "commissions" for each client the provider is scheduled to serve for a 40 hr. work week despite the actual scheduled commitment at a 24% rate.

M. Utilize the named services for at minimum of 10.0 hrs. Per month. Or write limitations Here:

4. Limitations of Liability

A. The Client agrees and understands that the agency is not the employer of any nanny/sitter / service provider referred and has no employment relationship with the agency. Client is responsible for workers compensation, insurance related to Client-

Nanny/Sitter/ Domestic Helper/Services relationship mandated by federal and state laws. All taxes are the sole responsibility of the client/employer.

5. Fees for Services

- A. A non-refundable registration fee of 59.00 per year is due upon receipt of this agreement.

Rates

- A. Inside Registration: \$ 9.00 for the 1st. child, and .50 each additional child in the same family. Adult Care- 9.00-15.00 per hr. Housekeeping: 25.00/per hr.
- B. Outside Registration: \$12.00 for the 1st. child and .50 each additional child in the same family.
- C. In or Outside Registration: Tutors: \$15.00 per hour, per session.
- D. Overnight Stays: 124.00 per evening for 24 hours of service. Additional times will be compensated by the above rate information.
- E. Housekeeping Rates: 25.00 per hour / All chemicals purchased by client.
- F. ALL SERVICES have a transportation fee per assignment of .51 cents per mile r.t. due and payable at time of service.
- G. A \$25.00 dispatch fee retained from your deposit for all scheduled services paid to the agency directly.
This is not charged for in-registration clients.

My Girl Friday, LLC. On-Call Service Agreement

- A.** My Girl Friday, LLC. A Placement Agency is a referral service that maintains records of prescreened, in-home childcare or other Service Providers, herein known as “Nannies/Sitters / Domestic Helpers/Services.” Client must observe a four hour minimum policy for on-call nanny services. A \$30.50 On-call fee will be charged to your credit card for any on-call service, the fee will be returned with exception to a small transaction fee. Scheduled Service Cancellation Policy: If you have scheduled your services and fail to keep said commitment than the On-Call fee paid will go to the sitter to cover for job loss.
- B.** In the event of a no-show on behalf of your nanny/sitter / Domestic Helper/Services, your deposit will be refunded.
- C.** A \$25.00 Rush Fee will be added to any services booked under 5 hours or less on the same day of service.
- D.** An annual fee of 59.00 for on-call services will be renewed via your credit card information automatically or invoiced for if there is no credit card on file or it is outdated. Client will understand that referral of services to a third party is considered “theft of services” and will result in a \$500.00 charge of liquidated damages. My Girl Friday, LLC. is a referral service and does not employ nannies/sitters and is not responsible for nanny/sitter supervision, control or direction. If the client instructs the nanny to transport their children in their own car or that of the clients, My Girl Friday, LLC. is not responsible for the safety or welfare of any children while being transported.

B. My Girl Friday, LLC. cannot guarantee performance by any nanny/sitter / domestic Helper/Services that are referred by our agency. The Client is solely responsible for hiring any Sitter/Nanny, Domestic helper/Services. Nothing in this agreement can be construed in anyway as a guarantee of satisfactory placement of any nanny/sitter hired by the Client.

D. My Girl Friday Now Inc. Placement Agency's screening process includes: past employment, work history, education, CPR certification, Reference Checks via FBI finger print. Social Security number check and vaccination record.

E. All fees past due are subject to a 1.5% per month interest rate, this includes all fees. The Client will be responsible for any fees and those of our lawyers in regards to collection of over- due monies. All actions to enforce or interpret this agreement, whether by court or arbitration, shall be maintained in Baldwin County, Alabama.

6. Confidentiality

A. My Girl Friday, LLC tries to the best of our ability to protect all information pertaining to family, contact and credit. Also the client agrees to keep all information regarding the prospective Nanny/Sitter /Domestic Helper/Service Providers confidential. Any disclosure of information regarding the nanny/sitter which in any way contributes to the nanny/sitter being hired by a third party will result in the client being responsible to the agency for all applicable fees and costs set forth under the terms of this agreement. Additionally, the client should be made aware that such disclosure could subject the client to damages related to the invasion of said nanny's/sitter's / Domestic Helper/Service Providers privacy.

7. Collection of Fees/ Attorney Fees

A. All fees past due are subject to a 1.5% per month interest rate. Client shall be responsible for any attorney fees to the agency incurred as a result of collection. In the event there is a dispute between parties in this agreement, the prevailing party should be entitled to recover all fees: attorney, expert, non-judicially recoverable costs and court costs associated with the dispute.

8. Incorporated Documents

A. The client job order, client application and job description are to be attached and deemed a part of this agreement.

9. Entire Agreement

A. This agreement is the exclusive statement between parties and it supersedes all other written or oral agreements made between parties. No other documents, unless mentioned in this statement #8, nor agreements, whether oral or written, are part of this agreement. No provisions may be modified or changed in any way without the written consent of all parties. I have read the following statements and agree to the terms and conditions of this agreement.



My Girl Friday, LLC.

The Right Services and People, NOW!



10. Name of Client: _____
Address: _____
_____ State: _____

Phone: () - _____
Emergency Contact: _____ Phone: () - _____

Services we are providing: _____ Rate: _____

Signature
Agency Representative

Signature
Client Representative