THE NANNY AGENCY, INC

TEMPORARY NANNY AGREEMENT

This agreement is entered into _____ day of _____, 20____by and between THE NANNY AGENCY, INC. (TNA) and _____(Client).
TNA and the Client agree as follows:

1. TNA will provide a temporary nanny on the following dates: _____.
   You may leave the dates blank if you are planning on using the agency on an on-going basis.

2. The agency fee for a temporary nanny is $20/day, or $300/month for unlimited sittings. The agency fee will be charged on the credit card provided on the day of the sitting. The nanny will be paid directly by Client and there is a 4 hour minimum.) For overnight care, the nanny will charge a minimum of $125/night. For 24-hour care, the nanny charges a minimum of $200/day. The newborn care and sleep training specialists charge a minimum of $20/hour and are available for consulting as well.

3. If the temporary nanny drives the children anywhere in her car, the Client agrees to reimburse her at the rate of a minimum of $.50/mile.

4. Any additional reimbursements must be given to the nanny prior to the end of the job.

5. If the Client leaves the city and/or requires the nanny to stay overnight, the Client agrees to leave the nanny a minimum of $25/day in cash for each day the Client is gone. It is understood and agreed to that this money will cover miscellaneous expenses. (i.e. school lunches, meals out, movie, etc.) In addition, the nanny will provide the Client with receipts for the money spent and will return any remaining cash to the Client.

6. If the Client cancels the temporary nanny with at least 24 hours notice, TNA will refund the Client 100% of the amount stated in Item 2. If the Client cancels with less than 24 hours advance notice, TNA will refund the Client 75% of the amount listed in Item 2.

7. **The Client agrees to refrain from making any private agreements with the temporary nanny** (such as trying to hire her without going through TNA), or from taking any action which is inconsistent with this agreement or which has the effect of avoiding any of the Client's obligations thereunder. Such private agreements and actions include, but are not limited to,, actions which would enable the Client or any other person to avoid payment of any fees due TNA. If Client does decide to hire the temporary on a permanent basis, Client agrees to pay the normal permanent placement fee of 10% of the nanny's annual salary. Client will also need to fill out permanent paperwork. Client agrees TNA to charge the placement fee to the credit card number on file with TNA.

12202 Pagewynne Drive, Frisco, TX 75035 972-713-7773
Nannyagencyinc@aol.com
www.thenannyagencyinc.com

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8. The Client agrees to call the agency, rather that the nanny to request the nanny for additional sittings. TNA will make every effort to honor the request of the Client.

9. This agreement contains the entire agreement TNA and the Client, and no statements, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be binding or considered valid; and this contract may not be enlarged, modified, or altered except in writing, signed by the parties hereon.

10. The Client fully understands and accepts that non-payment of any fees or charges will make this Temporary Nanny Agreement null and void and will require that TNA take immediate action.

11. This agreement will be binding only upon the parties hereto and shall not include any third party nor shall TNA be a party to any agreement entered into and between the Client and the nanny.

12. TNA and its representatives do not **employ**, exercise control, or discretion over nannies and disclaim all responsibilities for conduct or omissions of the nanny. The Client shall indemnify and hold TNA and its representatives harmless against any damages or liability whatsoever arising out of, or in any way in connection with, the employment or association of any nanny introduced to Client by TNA regardless of how, when or where any damages or liability was incurred. This agreement will be governed by the laws of the State of Texas. Further, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, provided; however, that the arbitration proceedings shall be conducted within the State of Texas.

_____	_____
Client	Andrea McDaniel, President THE NANNY AGENCY, INC.
_____	
Printed Name	
_____	_____
Date	Date

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Credit Card Authorization Form

I/WE fully understand and accept that any misdescription or misrepresentation of the information given or non-payment of any fees with make TNA Temporary Agreement null and void and will require TNA take immediate action. I/WE also understand that any temporary agency fees are non-refundable. I/WE authorize The Nanny Agency, Inc. to charge the agency temp fees to the following credit card:

Visa___ M/C___ AX___ DISC___ #_____

Name on card_____

Expiration date_____

Signature_____Date_____

12202 Pagewynne Drive, Frisco, Texas 75035 T: 972-713-7773 E: nannyagencyinc@aol.com