

Client Agency Agreement

1. We (I) _____, (CLIENT) residing at _____ agree to contract with **A NEW ENGLAND NANNY LTD.**, (AGENCY) located at 99 Pine St., Suite 103 Albany NY to search for a _____ (Live-Out, Nanny Share Live-out, Live-In, Summer) upon receipt of this agreement with a non-refundable \$275.00 application fee / temporary membership fee. The search may include membership materials, advertising, recruiting, interviewing, and scheduling interviews and consultation prior to employment.

2. CLIENT agrees to pay AGENCY in accordance with the following Fee schedule. CLIENT also agrees to pay such fees by automatic charge to the CLIENT's credit card. Both parties understand and agree that if no domestic employee is hired by CLIENT, that no fee is due except as follows: If CLIENT offers employment to domestic employee and domestic employee accepts offer, and for any reason other than (1) an unacceptable background check or (2) CLIENT changes his/her mind whereby domestic employee does not begin work for CLIENT, the CLIENT agrees to pay a cancellation fee of \$700.00 to help defray the cost of background checks and domestic employee processing to date. The CLIENT agrees to pay this cancellation fee at the time they request an investigator's background check and understands the AGENCY will not act until the fee is received and until payment is received, the domestic employee shall remain active with the AGENCY and continue interviewing for a position with other AGENCY clients. If payment is not received within (10) ten calendar days of the due date or if the CLIENT fails to enter into a written agreement with the EMPLOYEE, the guarantee then becomes null and void. Interest of 1.5% per month (18.5% per year) will be charged on all accounts unpaid after (10) ten calendar days. The CLIENT agrees to be responsible for all collection costs, including attorney fees and court costs.

3. CLIENT agrees to pay AGENCY a one-time buy-out fee in accordance with the Buy-out fee schedule set forth below. CLIENT hereby authorizes any Buy-out Fee to be charged to the CLIENT's credit card as indicated at the end of this agreement. The CLIENT further agrees and understands that the day the domestic employee is on the job, or starts work, all fees are non-refundable.

<u>Buy-out Fee Schedule:</u>	Live out	12%	60 days guarantee	0 back up care days	NO DRUG SCREEN
	Tiers	14%	90 days guarantee	5 back up care day's	10 panel drug screen
		15%	180 days guarantee	10 back up care days / PLUS credit check, if requested, waived set up fee with GTM Payroll plus 3 months of payroll free/ random drug screens (up to two a year) Minimum fee is \$1600	
	Live In	13% of Annual (12 months) Gross Compensation*, minimum \$2,000.00 whichever is greater.			
	Nanny Share	13% of Annual (12 months) Gross Compensation*, minimum \$1,800.00 whichever is greater.			
	Live-Out Household	15% of the Annual (12 months) Gross Compensation*, minimum of \$3,000.00 whichever is greater.			
	Manager or Personal Assistant	15% of the Annual (12 months) Gross Compensation*, minimum of \$3,000.00 whichever is greater.			
	Summer	\$525.00 Flat Fee			

** As per Internal Revenue Service Publication 15.*

4. Temporary Services. CLIENT agrees to pay for all temporary referral fees on a credit card basis, specifically VISA, MASTER CARD, or AMERICAN EXPRESS. CLIENT gives agency authorization to make charges to their credit card for the purposes of payment of temporary referral fees, unless otherwise written arrangements are made and agreed to by the AGENCY. The CLIENT understands that temporary referral fees are charged based on the referral and therefore, understands they will be charged if the CLIENT makes a temporary request and subsequently cancels the request after the AGENCY has filled the request. CLIENT agrees to pay domestic employee directly, in full, at the end of each assignment.

<u>Temporary Fee Schedule:</u>	With more than 48 hour notice	\$ 30.00	per day
	With less than 48 hour notice	\$ 35.00	per day
	Same Day notice	\$ 40.00	per day
	Temporary (Holiday)	\$ 45.00	per day

5. Except for temporary domestic employers, if the domestic employee terminates employment within a 90-day period, the AGENCY will conduct one free search for the same position. The CLIENT is not entitled to any refund. In the event that the employment of a domestic employee referred by the AGENCY lasts longer than 90 calendar days the CLIENT shall not be entitled to any credit or service voucher from the AGENCY.

6. This agreement shall be binding only upon the parties hereto and shall not include any third party. The AGENCY shall not be a party to any agreement entered into between the CLIENT and any domestic employee(s).
7. While the AGENCY makes every effort to find a suitable domestic employee, the CLIENT agrees to interview the applicant and the decision of hire must be based strictly on the CLIENT'S judgment.
8. The CLIENT agrees and understands that the domestic employee referred by the AGENCY is acting as an employee of the CLIENT. The AGENCY while carefully interviewing and screening of the domestic employee referred, accepts no responsibility for negligence or willful misconduct on the part of the domestic employee accepted for employment. CLIENT hereby waives its rights to pursue Agency for any damages or liabilities against the agency arising out of any acts, failures to act or omissions by the domestic employee and client shall not hold the agency liable for acts of the client's employee. Client acknowledges that client is solely responsible for the supervision for the Client's employee.
9. The CLIENT agrees that they will not (a) employ *any* applicant referred by the AGENCY for a period of one year from the last date the applicant has worked for Client. The client agrees not to (b) disclose the names, address, phone number of any person referred to CLIENT by AGENCY to any other party (c) bring children from outside the CLIENT's family for the caregiver to baby-sit and in the event CLIENT breaches this agreement, then they will be liable to AGENCY for liquidated damages in the amount of \$6,000.00 per breach to cover the estimated cost in revenue to Agency. Client agrees that the actual amount of damages is difficult to calculate and the liquidated damages of \$6,000.00 per breach is fair and reasonable under the circumstances.
10. This agreement shall be governed and construed by the laws of the State of New York and all actions hereunder shall be venued in Supreme Court, Saratoga County, New York.
11. This agreement represents the entire agreement between the parties hereto and may not be waived, altered, amended or modified except by writing signed by both parties hereto. All prior negotiations and statements between parties hereto are merged into this agreement and shall be unenforceable.
12. This agreement is personal to Client and may not be assigned by Client without the prior written consent of the Agency, which may be given or withheld in Agency sole discretion.
13. Should any provisions of this agreement be declared enforceable by a Court, arbitrator, tribunal or competent jurisdiction, the remaining provisions shall remain in full force and applicable to fullest extent allowable by law in order to carry out the intent of this agreement. In addition, any such invalid or enforceable provision shall be deemed, without further action of the part of any person, modified, amended, and limited to the extent necessary to render the same valid and enforceable..
14. This Client has read, understood, agrees too and has received a copy of the above terms and conditions. This instrument constitutes the entire agreement and all prior negotiations and understanding have been merged herein. No mortifications of the Agreement shall be valid unless in writing and executed by the parties.
15. The client guarantees payment to the agency by Credit Card.

[] Credit card imprint is attached for automatic credit card charging, imprint attached

Visa / MC / AMEX Card Number: _____ Expiration: _____

CVC CODE _____ Cardholder Name: _____

CLIENT Signature Print Name Date

AGENCY Representative \ Title Date