

**CLIENT / AGENCY TEMPORARY Services AGREEMENT**

We(I) \_\_\_\_\_, (CLIENT) residing at \_\_\_\_\_ agree to contract with A NEW ENGLAND NANNY LTD., (AGENCY) located at 7 Executive Park Dr. Clifton Park, NY 12065 to enroll for a temporary membership upon receipt of payment of this agreement with a non-refundable \$125 annual membership fee.

2. 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.

Temporary Fee Schedule:

|   |                    |
|---|--------------------|
| With more than 48 hour notice                   | \$ 22.00 per day   |
| With less than 48 hour notice                   | \$ 30.00 per day   |
| Same Day Notice                                 | \$ 40.00 per day   |
| Temporary (Holiday)<br>(4hr min included)       | \$ 45.00 per day   |
| Senior Care referral fee (with 48hr notice)     | \$35               |
| Senior Care referral fee(Less than 48hr notice) | \$45               |
| Senior Care referral fee same day               | \$55/ Holiday \$50 |

(4hr min included)

- 3. 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).
- 4. 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.
- 5. The CLIENT agrees that they will not (a) employ any applicant referred by the AGENCY for a period of one year from the date the applicant has worked for the client. 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.
- 6. The CLIENT has read, understood, agrees to and has received a copy of the above terms and conditions. This instrument constitutes the entire Agreement and all prior negotiations and understandings have been merged herein. No modifications of the Agreement shall be valid unless in writing and executed by the parties.
- 7. 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