

I (We) \_\_\_\_\_, hereinafter referred to as "Client", and ABC Nanny Source LLC, "hereinafter referred to as "ABC" enter into the following agreement:

1. **FEE SCHEDULE:** Upon submission of this agreement to ABC; the Client agrees to provide a valid credit card that allows ABC to authorize and validate the minimum hiring fee of \$3,400 to retain services with the understanding that NO FEE is due unless an employment offer is extended. The fee will be due immediately after ABC has received a written offer of employment signed by the Client requesting to hire a Nanny referred for the purpose of employment and the nanny subsequently signs. At that time, the Client agrees to pay ABC a fee in the amount of 14% of the Nanny's anticipated gross annual income (weekly salary times 52 weeks), or \$3,400, whichever is greater. The fee is subject to 6% sales tax. When ABC is in receipt of written notification on Client's choice of Nanny, ABC will remove Nanny from the database of prospective Nannies for the duration of employment with Client, and the Client authorizes ABC to charge the fee on the credit card provided.
2. **GUARANTEE / REPLACEMENT / CANCELLATION POLICIES:** ABC provides a ONE-YEAR (365 day) guarantee period. The Guarantee period begins upon receipt of written confirmation of Client's request to employ a Nanny provided. In the event the Nanny resigns or is terminated for any reason within one year (365 days) from the date of hire, a new nanny replacement search can be initiated by Client. This will provide the Client with the ability to hire a new Nanny without an additional fee. Nanny can be replaced as many times as necessary during this one-year guarantee period with the understanding that the new search must adhere to the following guidelines. ABC will be exempt from its responsibilities under this paragraph 2 if: (a) the Client's payment is not received in accordance with paragraph 1 of this Agreement or if the Client has, at any point, disputed the hiring fee with the credit card issuer and the resolution was in the favor of ABC; (b) the Nanny resigns due to a modification of the job description which was provided to ABC in the family application for a Nanny (c) the Nanny resigns due to illegal activity, harassment, substance abuse or immoral acts within the Client household. (d) If Client moves to a new location that ABC Nanny Source does not service and Nanny is not willing or able to commute to new location. ABC will not be required to provide services of any kind between the date of termination/resignation and the commencement of the new nanny start date. The Client agrees and understands and accepts there will not be a refund of the hiring fee or any administrative fees paid under any circumstance.
3. **REFERRAL AGENCY:** The Client accepts that ABC Nanny Source, LLC is only a referral service. The Client accepts full responsibility for the decision to hire and to continue to employ the Nanny. The Client also assumes the duty to confirm all information provided by ABC Nanny Source, LLC. It is also understood that the Client is the sole employer of the Nanny, and NOT ABC Nanny Source, LLC. The Client accepts that the Nanny alone is responsible for her actions and that ABC Nanny Source; LLC assumes no responsibility for any act or omission of the Nanny either prior to, during, or after employment with the Client. The Client understands and agrees that although ABC Nanny Source, LLC has assisted the Client in referring the Nanny, ABC Nanny Source, LLC cannot predict the candidates' future behavior or performance and only the Client can assess the nanny's competence and appropriateness for the Clients' position. The Client relieves ABC Nanny Source, LLC of any liability, including but not limited to, property damage, and all actions related to Nanny's performance, non-performance, or negligence.
4. **TEMPORARY SERVICE OBLIGATION:** ABC is not responsible for finding alternative care or providing reimbursement of any kind if the Nanny hired is unavailable for work. The Client understands and accepts that ABC specializes in the placement of long-term referrals and cannot assist in temporary requests.
5. **INTRODUCTION:** The Client agrees to refrain from making any private agreement with any Nanny referred by ABC or from taking any action which is inconsistent with this agreement or which has the effect of avoiding any of the Client's obligations hereunder. Such private agreements and actions include, but are not limited to, those that would enable the Client or any other person to avoid payment of the referral fees due to ABC. The Client agrees to compensate ABC a placement fee pursuant to paragraph 1 of this Agreement in the event the Client hires or refers any Nanny presented to the Client by ABC to a third party who hires the services of the Nanny within two years of presentment.
6. **INDEMNIFICATION:** The Client agrees to fully indemnify, release, discharge and hold harmless ABC Nanny Source, LLC, its directors, officers, employees, successors harmless from any and all claims, actions, losses, liabilities, damages and expenses for investigation or attorney's fees arising out of, or in any way related to, this Agreement, including any personal injury or property damage whether such liabilities, claims or demands arise out of the negligent acts of ABC Nanny Source, LLC or from some other cause. In the event ABC Nanny Source, LLC is named as a defendant in a lawsuit involving the Nanny, the Client or any other person, arising out of any party's negligence, malfeasance, nonfeasance or willful misconduct, or involving the Client's payment of ABC Nanny Source, LLC rates or fees, the Client agrees to indemnify ABC Nanny Source, LLC and pay all of ABC Nanny Source LLC costs and attorney's fees.
7. **GOVERNING LAW:** It is understood and agreed that the laws of the State of Pennsylvania shall govern this contract without regard to principles of conflicts of law. It is further agreed that the Magisterial District 38-1-25 and/or the Court of Common Pleas of Montgomery County, Pennsylvania shall settle any controversy or claim arising out of or relating to this contract, and Client(s) hereby irrevocably consents to the personal jurisdiction of said courts.
8. **AMENDMENT:** This Agreement hereto shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement duly executed by the parties to the Agreement. This Agreement may not be modified except by amendment reduced to writing and signed by Client(s) and ABC Nanny Source, LLC.
9. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior agreements and verbal discussions between the parties.
10. **ADDITIONAL ACKNOWLEDGMENTS:** Both parties acknowledge and agree that: the parties are executing this Agreement voluntarily and without any duress or undue influences; (b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement.

**The invalidity or unenforceability of any term(s) or provision(s) of this Contract or the non-application of such term(s) or provision(s) to any person(s) or circumstance shall not impair or affect the remainder of the Contract, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.**

ABC Nanny Source LLC.

CLIENT \_\_\_\_\_ DATE \_\_\_\_\_