

NANNYCARE CONNECTIONS CONTRACT

This SERVICES AGREEMENT (this “Agreement”) by and between _____, an individual or individuals residing at _____ (“Employer”) and NannyCare Connections, LLC, a limited liability company organized under the laws of the State of Nebraska, with its principal place of business located at 16120 Adams Street, Omaha, Nebraska, 68135 (“NCC”), is entered into this ____ day of _____, 200__.

RECITALS

WHEREAS, Employer desires to hire a childcare provider, otherwise known as a “Nanny”;

WHEREAS, NCC is a Nanny referral agency that desires to assist Employer in recruiting, locating, and qualifying candidates to serve as a Nanny for Employer; and,

WHEREAS, the parties desire to memorialize their understanding by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

ARTICLE I DEFINITIONS

1. Definitions. For purposes of this Agreement, the terms below shall have the following meanings:

a. “Confidential Information” has the meaning assigned to such term in Article II, Section 3(a).

b. “Loss” means any loss, claim, cost, expense (including reasonable attorney’s fees) or other damage.

c. “Nanny” has the meaning ascribed to it in the Recitals.

d. “Nanny Employment Agreement” means any agreement, contract, understanding (whether oral or written) entered into between Employer and any Nanny for any childcare services.

e. “Nanny Performance Evaluation” means a form evaluation provided by NCC to Employer and Nanny regarding the Nanny’s performance. The evaluation must be completed by Employer and the self-evaluation must be completed by the Nanny. Copies of the evaluation and self-evaluation must be returned to NCC within the time period set forth in Article IV, Section 4(b).

f. “NCC Parties” means NCC and each of its members, directors, officers, employees and agents.

g. “Registration Fee” has the meaning assigned to such term in Article V, Section 1.

h. “Referral Fee” has the meaning assigned to such term in Article V, Section 1.

i. “Trial Period” has the meaning assigned to such term in Article VI, Section 1.

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**ARTICLE II
GENERAL TERMS AND CONDITIONS**

1. **Agency Relationship.** Employer hereby appoints NCC to serve as its agent solely for the purpose of recruiting, screening and presenting Nanny applicants for Employer to review. NCC hereby accepts such appointment.

2. **Hiring Decisions; Employment of Nanny.** The parties acknowledge and agree that:

(a) All hiring decisions will be made solely by Employer and all liability associated with such decisions will be assumed by Employer;

(b) Any Nanny hired by Employer will be an employee of Employer; NCC will not be a party to any Nanny Employment Agreement and will have no responsibility or liability under any such Nanny Employment Agreement; and,

(c) Under no circumstances will Employer have the right to make any direct or indirect claims of any kind whatsoever, and will indemnify and hold harmless the NCC Parties from any Losses, arising from or related to the performance, acts or omissions of the Nanny.

3. **Confidential Information.** (a) Any Confidential Information (as defined below) provided to Employer from NCC is solely for the purpose of Employer selecting a Nanny pursuant to this Agreement. Accordingly, Employer will not disclose to any third party information regarding (i) any of the Nanny candidates provided to Employer by NCC, including, but not limited to, any such Nanny's name, location, email address, phone number, background or experience or (ii) any of the terms of this Agreement ("Confidential Information"). The parties expressly acknowledge and agree that all such Confidential Information is confidential in nature and at all times is proprietary information owned by NCC.

(b) Likewise, NCC will not disclose to any third party, other than as necessary to perform pursuant to this Services Agreement, any personal or identifying information provided to NCC by Employer.

4. **Direct Contact.** Under no circumstances will Employer have the right to contact any Nanny candidates directly or indirectly for the purpose of babysitting, referrals to a third party, or future Nanny searches. To the extent Employer (or any third party to whom Employer provided any Confidential Information) contacts any Nanny candidate directly or indirectly or enters into any Nanny Employment Agreement for the purpose of the foregoing, Employer agrees to immediately pay NCC the Referral Fee set forth in Article V below.

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**ARTICLE III
SERVICES PROVIDED BY NCC**

1. **Nanny Candidates.** NCC agrees to use its best efforts to recruit and qualify Nanny candidates in a timely manner on behalf of Employer. NCC will submit candidates' portfolios for Employer to review. NCC agrees to disclose all relevant information acquired by NCC throughout the qualification process. NCC is required to only locate candidates willing to serve as a Nanny based upon the job description, salary information and geographic location(s) identified by Employer and provided to NCC.
2. **Information Services.** NCC will provide all relevant information and practical paperwork to assist Employer in their search and evaluation of Nanny candidates including interview questions, employment contracts, negotiating tips, sample job descriptions and more. NCC also will provide referrals to experts regarding health insurance and household employment payroll and tax information.

**ARTICLE IV
DUTIES OF EMPLOYER**

1. **Best Efforts and Final Decision.** Employer agrees to use their best efforts to enter into a Nanny Employment Agreement with a Nanny candidate submitted by NCC and selected by Employer. The parties, however, acknowledge and agree that this process is subjective in nature and that the final hiring decision is that of Employer. Employer is responsible for negotiating the terms and conditions of the Nanny Employment Agreement in accord with the job description provided with Employer's application.
2. **Verification of Information.** Employer will also be responsible for verification of the Nanny candidates' eligibility for employment in the United States as provided by the Bureau of Citizenship and Immigration Services Form I-9. Employer is responsible for verifying all other information pertinent to Employer's decision to hire or retain the Nanny candidate. While NCC will make every effort to ensure that information provided about each candidate is accurate, Employer is the party responsible for ensuring the accuracy of the information each Nanny candidate provides.
3. **Compliance with Applicable Laws.** Employer and Nanny candidates have the full and complete authority to negotiate the terms and conditions of child care service, provided that the service conforms to the job description Employer provided to NCC. Employer and Nanny candidate must, however, comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, those propounded by the Bureau of Citizenship and Immigration Services, Internal Revenue Service and Department of Labor. In the event Employer or Nanny candidate does not comply with any of the foregoing laws, rules or regulations, Employer agrees to indemnify and hold the NCC Parties harmless from and against any and all Losses arising from or related to such noncompliance.

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4. **Health Insurance; Payroll and Tax Information.** (a) Employer acknowledges and agrees that NCC has provided it with information (via its website (www.nannycareconnections.com) and in hardcopy) regarding (i) health insurance for Nannys (*i.e.*, Eisenberg and Associates - a Nanny Health Insurance Provider and Sterling Capital Management Group) and (ii) payroll and tax information (*i.e.*, Breedlove and Associates (a Payroll and Tax Service for Household Employees), GTM (a Household Tax and Payment Service) and HomeWork Solutions (Nanny Payroll and Tax Services).

(b) Employer acknowledges and agrees that it is the sole responsibility of Employer to provide appropriate health insurance and to withhold and pay any and all payroll and related taxes, in each case, for any Nanny hired by it through NCC. Accordingly, Employer agrees to indemnify and hold the NCC Parties harmless from any and all Losses that arise from or relate to Employer's failure to provide health insurance or pay the appropriate payroll and related taxes, in each case, for any Nanny hired by it through NCC.

5. **Employment Contract; Performance Evaluation.** (a) Employer agrees that any Nanny Employment Agreement will be in writing. Employer must provide a copy of the Nanny Employment Agreement to NCC before the first date of Nanny's employment. **Failure to provide a copy of the Nanny Employment Agreement will result in Employer forfeiting any and all rights to a Trial Period granted by Article VI of this Agreement.**

(b) Employer will also complete and return to NCC the Nanny Performance Evaluation within the first four (4) weeks of the employment of the Nanny. This form is critical to NCC because it permits NCC to better serve Employer and the Nanny.

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**ARTICLE V
FEE SCHEDULE**

1. **Registration Fee.** Upon the execution of this Agreement, Employer will pay \$250.00 (Live-Out) or a \$250.00 (Live-In), non-refundable, life-time registration fee, plus any applicable state or local taxes that may apply, (the "Registration Fee") to NCC. Employer acknowledges that NCC will not perform any services for Employer under this Agreement until such time as the Registration Fee is paid.

2. **Referral Fee.** The referral fee is ten percent (10%) of Nanny's estimated annual gross compensation, with a minimum of \$1500.00 for full-time (40 or more hrs. per week), a flat fee of \$1000 for a summer nanny (based on 13 weeks) and a flat fee of \$500 for a travel nanny, plus any applicable state or local taxes that may apply (the "Referral Fee"). The Referral Fee is due when Employer enters into Nanny Employment Agreement with a Nanny candidate introduced by NCC during the term of this Agreement. The Referral Fee and the Nanny Employment Agreement are due in full by the first day the Nanny begins in-home child care services for Employer. **The Referral Fee must be received by NCC in order for the Nanny to commence employment. Failure to pay the Referral Fee in full by the first day the Nanny begins in-home child care services will result in Employer forfeiting any and all rights under the Trial Period set forth in Article VI. *No monetary refund given – see replacement policy set forth in Article VI, Sections 2 and 3.**

3. **Late Charges.** Late charges apply if the Referral Fee is not paid prior to the first day of service. The late charge for the first ten (10) days after employment commences, or any part thereof, is 5% of the entire Referral Fee. The late charge for the next ten-day period, or any part thereof, is an additional 5% of the entire Referral Fee, and after twenty (20) days.

4. **Credit Card.** (a) NCC reserves the right to bill, and Employer hereby consents to NCC billing, Employer's credit card for any and all unpaid fees (including any fees incurred pursuant to Section 4 of Article II or Section 5 of this Article V) and any and all accrued and unpaid late charges.

(b) Employer's credit card Information is set forth below:

Credit Card Number (required for security): Master Card, Visa, American Express and Discover accepted,

Card # : _____

Exp. Date _____ Name on Card: _____

Signature _____

My signing above, I understand that the Referral Fee plus any and all interest charges as outlined above as well as any fee due pursuant to Section 4 of Article II and Section 5 of this Article V, will be charged to my credit card if I do not pay NCC the applicable fees when due.

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5. **Third-Party Referrals.** In the event Employer does not hire or retain the services of a Nanny candidate submitted to Employer by NCC, and Employer refers such Nanny candidate to a third party (or refers a third party to such Nanny candidate) and such third party hires or retains the services of such Nanny candidate (whether it be for babysitting, part-time or full-time employment), Employer will pay to NCC the entire Referral Fee under the same terms and conditions as if Employer had hired or retained the services of the Nanny candidate.

ARTICLE VI TRIAL PERIOD

1. **Term and Purpose.** NCC will grant Employer a ten (10) week trial period for the **first** Nanny candidate Employer accepts as a result of the services provided by NCC to Employer under this Agreement (the "Trial Period"). The purpose of the Trial Period is to ensure that Employer and Nanny candidate selected by Employer are a good match.

2. **Replacement During the Trial Period.** (a) If at any time during the Trial Period, (i) either Employer or Nanny terminates the Nanny Employment Agreement and (ii) Employer has (A) paid all fees and charges due to NCC under this Agreement, (B) returned a copy of the Nanny Employment Agreement and the Performance Evaluation, in each case, within the time frames set forth in Section 5 of Article IV above and, (C) provided evidence sufficient to NCC of the termination of the Nanny Employment Agreement, then NCC will conduct one (1) repeat search on behalf of Employer for a replacement Nanny candidate at no additional charge.* **NCC offers no monetary refund.**

3. **Future Replacement Searches; Number of Replacement Searches.** (a) NCC will charge Employer the full Referral Fee for any replacement search for a Nanny candidate that does not fall within the terms of this Article VI.

(b) For clarification purposes, Employer shall only be entitled to one (1) replacement search under this Article VI; any future searches on behalf of Employer may be made at the discretion of NCC.

ARTICLE VII TERM AND TERMINATION

1. **Commencement of Agreement.** This Agreement shall commence on the date NCC executes this Agreement and Employer delivers the Registration Fee to NCC.

2. **Termination of NannyCare Connections' Obligations.** The search for Nanny candidates will terminate upon the Employer's entering into an Employment Agreement with a Nanny referred to it by NCC or from any other source or notifying NCC to discontinue the search. NCC's duties and obligations under this Agreement shall terminate upon Employer's entering into a Nanny Employment Agreement, except where NCC is obligated to Employer pursuant to the provisions contained in the "Trial Period" portion of this Agreement.

3. **Termination of Employer's Obligations.** The duties and obligations owed by Employer to NCC under this Agreement shall remain in full force and effect even after the termination of NCC's Obligations, as set forth in the previous paragraph.

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**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

1. **Entire Agreement; Modifications.** This Agreement contains the entire agreement between the parties. This Agreement may be modified, but such a modification can only be made in writing and must be signed by both parties.

2. **Governing Law; Costs.** This Agreement will be governed by the laws of the State of Nebraska. In the event either party files suit to enforce the terms and conditions of this Services Agreement, the prevailing party in the resulting litigation is entitled to recover its costs, expenses and reasonable attorneys' fees.

3. **Validity.** If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

4. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. A signature on a copy of this agreement received by either party by facsimile is binding upon the other party as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EMPLOYER

NANNYCARE CONNECTIONS

Signature: _____

By: _____

Printed Name: _____

Name: _____

Signature: _____

Title: _____

Printed Name: _____

**Please mail or fax the agreement to NannyCare Connections, LLC
501 Fifth Avenue Third Floor Suite 427 New York, NY 10017
Fax (646) 607-2008**