

## Safe and Sound Nannies

Voice: (858) 551-8080 Fax: (858) 724-1435

Safe and Sound Nannies will conduct a candidate nanny search for \_\_\_\_\_ (Client). Safe and Sound Nannies requires a non-refundable retainer of \$250.00 to begin the search. This retainer will be charged to the Client's credit card upon receipt of this signed agreement. Safe and Sound Nannies' placement fee will be equal to one month of the candidate's wages. For part time placements, Safe and Sound Nannies requires a 20 hour per week minimum; Client agrees to pay a placement fee to Safe and Sound Nannies equivalent to at least 20 hours per week. If Client chooses to hire a nanny candidate, the placement fee will be charged to Client's credit card on the candidate's start date. Safe and Sound Nannies' placement fee will be payable only if Client enters into a service relationship with a candidate presented by Safe and Sound Nannies within one year after the most recent communication relating to the candidate.

Safe and Sound Nannies agrees that should the service relationship between Client and the selected full-time candidate (working 40 or more hours per week) be terminated before the 365th calendar day following the full-time candidate's start date or should the service relationship between Client and the selected part-time candidate (working fewer than 40 hours per week) be terminated before the 180<sup>th</sup> calendar day following the part-time candidate's start date, Safe and Sound Nannies will present at least two additional qualified candidates, or, at Safe and Sound Nannies' sole discretion, provide a pro-rated refund. This paragraph is not applicable under the following circumstances: if the service relationship is terminated because the position is eliminated, or if there is insufficient work for the candidate, or the candidate is subjected to unreasonable or illegal working conditions, or because Client fails to pay candidate the agreed upon rate according to the agreed upon payment schedule.

Safe and Sound Nannies will refer candidate to Client in confidence and asks that Client not refer or identify such candidates to any other individuals, families or businesses. Should Client do so and the other individual, family or business enters into a service relationship with the candidate, the Client agrees to be responsible for the payment of the placement fee.

Client understands that Safe and Sound Nannies is a referral agency only; it is not an employer or co-employer and assumes no liability or responsibility for any act of an employer or employee or candidate. Client assumes full responsibility for choosing a nanny based on Client's own judgment, personal interview, verification of references, and recommended trial work days.

Client expressly agrees, as a condition of receiving a candidate referral from Safe and Sound Nannies, that Client freely accepts and voluntarily assumes all risks to Client, Client's family and Client's property for injury, damage or loss, arising out of or related to in any way the placement of a candidate with the Client, except where any loss is caused by the sole negligence of Safe and Sound Nannies.

CLIENT INITIAL: \_\_\_\_\_

Client further agrees that any and all disputes between Client and Safe and Sound Nannies, its agents, its nanny candidates or any of its employees and Principals, which arise out of Client's association with Safe and Sound Nannies shall be resolved through final and binding arbitration. The arbitration shall be only conducted in San Diego County, California, in accordance with the rules and regulations of the American Arbitration Association. The court with the jurisdiction to enforce the arbitration ruling will be the San Diego Superior Court Branch, located in Vista, CA. Each party will split the cost of the arbitration filing and hearing fees, and the cost of the arbitrator; each side will bear its own attorneys' fees. Client understands and expressly agrees that the arbitration shall be instead of any civil litigation and that this means that Client is waiving the right to a jury trial as to such claims. Client further understand and agrees that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof. CLIENT INITIAL:

\_\_\_\_\_

This agreement constitutes the entire agreement between the parties and there is no other agreement. This agreement cannot be changed or modified except in writing and signed by both parties. If any portion of this agreement is determined to be unenforceable by a court of competent jurisdiction, then the remainder of this agreement shall continue in full force and effect.

Safe and Sound Nannies

Client

\_\_\_\_\_

Signature \_\_\_\_\_

Ann R. Wycoff

Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

Date: \_\_\_\_\_

Credit Card # \_\_\_\_\_ Exp Date: \_\_\_\_\_ Verification Code: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

Credit Card Billing City, State, Zip: \_\_\_\_\_

**Please sign and fax back to (858) 724-1435**