



FAMILY REFERRAL AGREEMENT

THIS PLACEMENT AGREEMENT (the "Agreement") is made effective as of the _____ day of _____, _____ by and between _____ (the "Client") and The Teaching Nanny LLC. (The Agency).

1. **REFERRAL FEE.** The Client shall pay to The Agency a fee of \$900 for part time placement or \$1200 for full time placement. The fee shall be paid as follows
- Upon execution of this Agreement the Client shall pay The Agency a non refundable deposit of \$200 and
 - The Placement fee shall be due: (i) within 15 days after the nanny is hired (the "Hiring Date"), or (ii) Upon the start of the Nanny's employment (the "Start" Date) whichever date is sooner.
 - 10% of the placement fee shall be waived if the placement fee is paid within 48 hours of the nanny accepting the position.

2. **GAURANTEE.** The Agency provides a one-year (365 day) guarantee period (the "Guarantee Period") beginning on the Start Date. If the Nanny resigns or is terminated for any reason in the first thirty (30) days of the Guarantee Period, the Agency shall at the Clients option (i) replace the Nanny or (ii) refund the client 50% of the total fee. The Client must deliver written notification to The Agency of the termination and Client's choice of (i) or (ii). If the second placement is not successful within the first month, the Agency reserves the right to decline replacing the Nanny. If the Nanny resigns or is terminated for cause during the 31st to 365th day for the Guarantee Period, The Agency shall replace the Nanny. The Agency's obligation under paragraph 2 shall be null and void if: (i) payment is not made in accordance with paragraph 1 of this Agreement, (ii) the Client alters the Nanny's job description from that which the client expressed in its family profile for a Nanny, and such alteration causes the Nanny to resign, (iii) the Client chooses to replace the Nanny and the second Nanny resigns or is terminated: (iv) the Nanny resigns due to illegal activity, substance abuse or acts or moral turpitude within the Client's household.

3. **REFERRAL SERVICE**
- The Agency shall use reasonable efforts to match the Client with individuals from the groups indicated by the categories following:
Full-time live-in nanny, Full-time live-out nanny, Part-time live-out nanny, babysitting nanny, After school nanny and summer nanny.

For purposes of this Agreement, (i) "full-time" shall mean greater than thirty (30) hours of work a week; (ii) "part-time" shall mean less than thirty (30) hours of work a week; (iii) "live-in" shall mean a nanny who resides in the Client's home during the Client's employment of the nanny; (iv) "live-out" shall mean a nanny who lives outside the Client's home during the Client's employment of the nanny; (v) "Summer nanny" shall mean part-time nanny who is employed by the Client during the period between the end of one school year to the beginning of the next school year; (vi) "After school nanny" shall mean part-time nanny who is employed by the Client during hours after school has ended for the day; (vii) "babysitting nanny" shall mean part-time nanny who provides nanny-related services in the evening or weekends typically on non-consecutive days, subject to availability.

- The Client understands that the Agency is strictly a referral service and that the Client is solely responsible for the selection of the Nanny. The Client further understands it is the clients responsibility to confirm and verify all references and information supplied by the Agency. The Client shall decide whether to hire a Potential Nanny without recommendations from the agency. The Client understands that the Client and not the Agency, is the employer of the Nanny. The client acknowledges that the Nanny is not an employee of the Agency and that in no event shall The Agency be liable or otherwise responsible for any action or performance of the Nanny, including without limitation, the Nanny's negligence, malfeasance, nonfeasance or willful misconduct.
- The Agency may (i) conduct special offers, including without limitation issuing vouchers and discounts, to attract additional clients to the Agency without providing such offers to the Client; (ii) change the definitions of this Agreement in a writing signed by the Client and the Agency.

4. **INDEMNITY** The Client on behalf of itself and all successors and assigns agrees to release and discharge the Agency, its officers, directors, employees, members and agents harmless from any and all liabilities, claims, action and causes of action whatsoever arising out of or in any way connected with the referral or subsequent action or performance of the Nanny. Additionally, in the event the Agency is named as a defendant in a lawsuit involving the Nanny, the Client or any other person, arising out of the Nanny's or the Client's negligence, malfeasance, nonfeasance or willful misconduct, or involving the Clients payment of the Agency's fee, the Client agrees to indemnify the Agency and pay all of the Agency's costs and attorney's fees.

5. **CANCELLATION POLICY** If between the Hiring Date and the Start Date the nanny desires to cancel the employment the Agency shall replace the nanny at no additional fee.

6. **LATE PAYMENT FEE** if payment is not received by the Agency in accordance with paragraph 1 of this Agreement, the client shall be liable for an additional \$50 for each week any payment remains outstanding. The client shall pay all costs reasonably incurred by the Company to collect the Placement fee after the Payment Date, including without limitation reasonable attorneys' fees and court costs.

7. **INJUNCTION.** If any controversy between the Agency and the Client arises concerning the employment of the Nanny prior to the Agency receiving full payment of its services from the Client, the Agency may seek an injunction restraining the Client's employment of the Nanny pending the determination of such controversy. Such injunction shall, however, be cumulative and not exclusive, and shall be in addition to any rights, recourse, or remedy that the Agency may have.

8. **SEVERABILITY.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provisions of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, but the extent of its invalidity or unenforceability does not destroy the basis of the bargain between the Parties as contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

9. **ENTIRE AGREEMENT; AMENDMENT** This agreement constitutes the entire agreement between the Parties relating to the subject matters hereof and supersedes and terminates all prior agreements relating between the Parties. No term, provision or condition of this Agreement may be modified or discharged orally but only by a written instrument executed by the Parties.

10. **HEIRS AND ASSIGNS.** This Agreement shall be binding not only on the Parties, but also their heirs, personal representatives, successors, and assigns, and the Parties agree for themselves and their heirs, personal representatives, successors, and assigns to execute any instrument in writing that may be necessary or proper in the carrying out of the purposes and intent of this Agreement.

11. **INTERPRETATION.** When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa. The masculine gender shall include the feminine and neuter and vice versa. The Article and Section Headings or titles shall not define, limit, extend, or interpret the scope of this Agreement or any particular Article or Section.

12. **CLAUSE HEADINGS** The headings and subheadings of clauses herein are used for convenience and ease of reference and shall not limit the scope or intent of the clause.

13. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the internal laws of the State of North Carolina without giving to its principles the conflicts of laws.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

CLIENT:

_____(SEAL)

Name: Father _____

Mother _____

AGENCY

The Teaching Nanny, LLC (SEAL)

By: Valerie Hawkins

Title: President