



## NANNY PLACEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between American Bell Family Company, LLC (hereinafter "ABFC", or "Agency"), a Delaware corporation duly formed, with offices located at 79 Madison Avenue, New York, NY 10016, and \_\_\_\_\_ (hereinafter "Family" or "Client"), residing at \_\_\_\_\_, each a Party, or collectively the Parties, for the purpose of sourcing and referring Family Care Providers to provide the Family with services as a Nanny (collectively, the "Services").

**1. APPLICATION FEE:** The application fee of \$200 is non-refundable and due immediately upon signing of this Agreement. The application fee shall be credited against the total placement fee due.

**2. REFERRAL/PLACEMENT FEE:** If any Family Care Provider referred to you by the Agency is hired pursuant to the terms of this Agreement, you shall pay a fee of 15% of the first year annual gross salary regardless of whether the Family Care Provider serves for an entire year. The fee shall be paid in full on the day that the Family Care Provider commences employment.

**3. 90 DAY LIMITED REPLACEMENT GUARANTEE:** The Agency provides ninety (90) day guarantee period. Provided you have paid in full, if the Family Care Provider resigns or is terminated for any reason within the first ninety (90) days that the Family Care Provider commences employment, and if within that time, you so notify the Agency in writing, the Agency shall at the Client's option replace the Family Care Provider unless the Agency declines to replace the Family Care Provider, in which case the Agency will return one half (50%), of the placement fee, to the Client.

The Agency's obligations under this paragraph 3 shall be null and void if: (I) payment is not made in accordance with paragraph 2 of this Agreement, (II) the Client alters the Family Care Provider's job description from that which the Client expressed in its family application for a Family Care Provider, and such alteration causes the Family Care Provider to resign; (III) the Client chooses to replace the Family Care Provider and the second Family Care Provider resigns or is terminated; (IV) the Family Care Provider resigns due to illegal activity, witnessing or observing substance abuse or acts of moral turpitude within the Client's household.

**4. TRIALS:** During the period prior to Client's hire of a Family Care Provider, trial engagements will be conducted for Family's evaluation of Family Care Provider candidates. The Client shall pay the Family Care Provider directly for these trial engagements at no less than the following market hourly rates: \$16 per hour for 1 child, \$18 per hour for 2 children, \$21 per hour for 3-4 children, and \$23 per hour for 5 children. For trial engagements that extend in excess of 10 days/engagement, Client will be charged the aforementioned hourly rates plus a \$7 per hour booking fee. For trial engagements conducted with non-local candidates there will be no hourly rate charged. However, the Family is responsible for covering all accommodations, travel and food for the non-local candidate.

**5. INTRODUCTION:** If within one year from the date of this Agreement the Client hires any Family



Care Provider introduced/referred to the Client by the Agency the client shall be obligated to pay ABFC, 15% of the yearly gross salary pursuant to the terms of this Agreement.

**6. ROLE LIMITED TO REFERRAL SERVICE:** The Client understands that ABFC is strictly a referral service and that the Client is solely responsible for the selection of the Family Care Provider. The Client further understands that it is the Client's responsibility to confirm and verify all references and background information supplied by ABFC and that the Client, and not ABFC, is the employer of the Family Care Provider. The Client is responsible for all payroll tax/all applicable federal/state/municipal regulations and laws about taxes, contributions retirement plans, etc. The Client acknowledges that the Family Care Provider is not an employee of ABFC and that in no event shall ABFC be liable or otherwise responsible for any action or performance of the Family Care Provider, including without limitation, the Family Care Provider's negligence, malfeasance, nonfeasance or willful misconduct. If the Client decides to hire a Family Care Provider, the Client agrees to provide proper training, complete an offer letter with offer terms including salary, work schedule and duties and providing the offer letter directly to the Agency prior to start date. The Agency will review the offer letter with the Family Care Provider for acceptance.

**7. NON-RESPONSIVENESS:** In the event the Client does not respond to the Agency after three (3) written attempts, is not placed by the Agency within 60 days of signing of this Agreement, and the Agency has provided at least three (3) Family Care Providers who, in the sole and absolute discretion of the Agency, are reasonably suited to perform the duties set forth in the Client's job description (a "Viable Family Care Provider"), in order to continue to receive the Agency's Services the Client will be charged a \$1,000.00 non-refundable deposit ("Deposit") to continue the Service. The Deposit will be applied towards the final balance due upon hiring of a Viable Family Care Provider; however, if the Client alters the Family Care Provider's job description from that which the Client expressed in its family application and such alteration causes a new search, the Deposit will not be applied towards the balance due and is non-refundable.

**8. SERVICE CHARGE:** A service charge will be added to past due accounts of thirty days (30) equal to 1.5% per month (18% annually) on the previous months balance, less payments received during the month.

**9. COLLECTION:** In the event the Client defaults in its payment of any of the fees set forth in this Agreement, the Client agrees to pay all costs incurred by the Agency in connection with its collection of such fees, including reasonable attorneys' fees.

**10. AUTHORIZATION TO CHARGE CLIENT'S CREDIT CARD:** Client's signature below will serve as authorization for ABFC to charge the credit card provided by Client to ABFC for amounts due under this Agreement.

**CREDIT CARD INFORMATION:**

Name on Card: \_\_\_\_\_



Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Type of Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

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

CVC Code: \_\_\_\_\_

**11. RELEASE AND INDEMNITY:** The Client hereby releases and forever discharges ABFC from any and all claims, demands, debts, damages, and causes of action of any and every nature whatsoever, whether known or unknown, arising out of or related to the Services. The Parties agree and fully intend that the foregoing release is valid, effective, binding, and enforceable in accordance with its terms, notwithstanding the possibility that the Client may hereafter discover facts that, if such facts had been known by him or her as of the time of execution of this Agreement, might have materially affected his or her decision to enter into this Agreement. Accordingly, the Client hereby intentionally and voluntarily waives the benefits of any state or federal statute, law, or rule that would provide to the contrary. Furthermore, the Client agrees to indemnify, defend and hold ABFC, its officers, directors, employees and agents harmless from any and all liabilities, claims, actions and causes of action whatsoever arising out of or in any way connected with either the Services or subsequent action or performance of the Family Care Provider. Additionally, in the event ABFC is named as a defendant in a lawsuit involving the Family Care Provider, the Client, or any other person, arising out of the Family Care Provider's negligence, malfeasance, nonfeasance or willful misconduct, the Client agrees to indemnify ABFC and pay all of ABFC's costs and attorneys' fees.

**12. LIMITATION ON LIABILITY.** CLIENT HEREBY AGREES THAT ABFC'S LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS, LOSSES, EXPENSES, OR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL SUM PAID TO ABFC DURING THE TERM OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES SUFFERED OR SUSTAINED BY THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT OR ANY OTHER THEORY.

**13. CONSTRUCTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws provisions and the Parties agree that the venue of any court action shall be in courts located in New York, N.Y. and that said courts shall have jurisdiction over such action. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns, and may not be modified except by a writing signed by both the Client and Agency.



**14. NOTICE:** Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph).

**15. SEVERABILITY; NO WAIVER:** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

**16. ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

**17. COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

By signing this Agreement, the parties hereby agree to all terms and conditions listed above.

**CLIENT**

**AMERICAN BELL FAMILY COMPANY, LLC.**

By:

By:

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

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