

**NANNIES BY NATURE, LLC  
TEMPORARY REFERRAL AGREEMENT**

This Referral Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2010 between Nannies by Nature, LLC ("NBN") and \_\_\_\_\_ ("Client").

**1. REGISTRATION FEE / SERVICES PROVIDED BY NBN** – This Referral Agreement confirms the terms and conditions whereby the Client seeks to employ the services of NBN to aid in the search for a Nanny to provide child care services.

The payment of the Non-Refundable Registration Fee of One Hundred and Fifty Dollars (\$150.00) will register Client with the Temporary Service for one (1) year, to commence the day the registration fee is received by NBN ("Temporary Service Commencement Date"). The Registration Fee can be paid by check, Visa Mastercard, or American Express (see Credit Card Authorization below). NBN shall review Client's application and work to fulfill requests for childcare as they are made by Client on a temporary basis (less than one year of employment). The Client agrees that NBN is strictly a referral service and that it is the sole responsibility of the Client, not NBN, to confirm references of the Nanny. Payment of the Registration Fee does not guarantee that a Nanny will be provided to Client or that the Client will be satisfied with any Nanny referred to Client. Client understands that the Nannies referred by NBN work as independent contractors and are not employees of NBN.

**2. DAILY REFERRAL FEES** – Client agrees to provide NBN with a credit card to keep on file to charge the appropriate Temporary Service Fee (see Attached Fee Schedule) as requests are fulfilled according to Client's wishes. All Temporary Service fees shall be charged to Client's credit card upon referring a Nanny to Client. Nanny's wages shall be paid directly to Nanny by Client at the end of Nanny's service. Client understands that there is a four (4) hour minimum for each day of service requested and if client should need less than four (4) hours, Client shall still pay the Nanny the four (4) hour minimum.

**3. CANCELLATIONS** – If Client cancels a request prior to NBN referring a Nanny to Client, Client shall not be obligated to pay the applicable referral fees. If Client cancels a Nanny after receiving a referral from NBN, Client shall; (i) receive a credit equal to the number of Daily Referral Fees paid under said cancellation, to be used towards their next referral(s), and only if the cancellation is made prior to twenty four (24) hours of the Nanny's start time, OR (ii) be obligated to pay the applicable referral fee if the cancellation is made within 24 hours of the Nanny's start time.

**4. CLIENT OBLIGATIONS** – Client agrees to only request the services of a Nanny referred by NBN directly with NBN. Client agrees to promptly notify NBN if a Nanny agrees to work for Client any additional days so that NBN can charge Client the appropriate Daily Referral Fee. Client understands that it is Client's obligation to pay for each individual day a Nanny referred by NBN works for Client, disregarding the number of times Nanny has worked for Client. Client shall have the option to hire a Nanny on a permanent basis by paying the current Permanent Referral Fee, which will cease all Temporary Referral Fees for said Nanny.

Client will keep all information on Nannies referred to Client by NBN strictly confidential. If Client shares information of a Nanny to a third party that hires said Nanny, Client shall be responsible for paying the appropriate referral fee to NBN, according to NBN's then current Fee Schedule. If Client decides to hire a Nanny introduced to them by NBN within two years of the initial introduction, Permanent or Temporary, Client agrees to pay NBN the then current referral fee.

**5. INDEMNITY** – Client agrees to indemnify NBN and hold it and all its employees and representatives harmless from any cost or expenses arising out of any claim against NBN relating in any way to a Nanny's search or employment.

**6. MODIFICATIONS / MISCELLANEOUS** – This Agreement represents any and all agreements and conditions of the relationship between the Client and NBN and shall not be modified or amended unless by written amendment signed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of Virginia without regard to principles of conflicts of law.

Initial \_\_\_\_\_

Client understands that NBN does not guarantee the performance of the Nanny, nor is it responsible for any actions of the Nanny toward the family, including, but not limited to, negligence and willful misconduct. NBN will maintain a pool of Nannies for Client's consideration. NBN does not guarantee the number of Nannies to be referred to Client, nor the quality of the Nannies referred to Client. As a service to Client, NBN will check the childcare references provided by each Nanny. NBN will use the services of a professional investigation company, at its own expense, to perform a background check on the Nanny hired by Client to include a criminal record check, a motor vehicle record check, a credit check, a trace of the social security number and a national criminal offender check of the Nanny. Client may request to see this documentation at anytime.

**CLIENT'S SIGNATURE BELOW CONFIRMS THAT CLIENT HAS READ THIS AGREEMENT THOROUGHLY, HAS HAD SUFFICIENT OPPORTUNITY TO SEEK LEGAL COUNSEL AND THEREFORE CLEARLY UNDERSTANDS AND AGREES TO ALL THE TERMS AND CONDITIONS.**

By: \_\_\_\_\_

**NANNIES BY NATURE, LLC**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

**CLIENT** Date: \_\_\_\_\_

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**CREDIT CARD AUTHORIZATION – NON REFUNDABLE REGISTRATION FEE (\$150)**

Credit Card Number \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Authorized Amount \$ \_\_\_\_\_ Name as it appears on card \_\_\_\_\_ Security Code: \_\_\_\_\_

Signature \_\_\_\_\_

## NANNIES BY NATURE FEE SCHEDULE

### Permanent Service

	<u>Fee</u>
Registration for Permanent Search	\$200 (Non-Refundable, includes one year registration with Temporary Service)
Full Time Nanny	\$13% of annual gross salary, Not to be less than \$3000
Part Time Nanny	\$13% of annual gross salary, Not to be less than \$1950
Summer Placement	\$800

### Temporary Service

Annual Registration Fee	\$150 (Non-Refundable)
Daily Referral Fee	\$20 per day
Emergency (less than 24 hours notice)	\$25 for that day, then daily fee
Overnight Care	\$30 per day
Holidays	\$30 per day
Ongoing Monthly Rate	\$300/month

### Nanny Salaries

Full Time, Live In	\$500-800/week+, average \$650/week
Full Time, Live Out	\$600-800/week+, average \$750/week
Part Time/Temporary	\$15-20/hour+, average \$16/hour
Overnight Care	\$75-100+/ per night
Extended Care (24 hours or more)	\$150-250+/per 24 hour period