



NANNIES BY NATURE

Loved by kids. Trusted by parents.

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**NANNIES BY NATURE, LLC
PERMANENT PLACEMENT REFERRAL AGREEMENT**

This Referral Agreement ("Agreement") is made this ____ day of _____, 2008 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.

Upon payment of a Non-Refundable Registration Fee of One Hundred and Fifty Dollars (\$150.00) and the completion by Client of the obligations listed under Section 4, NBN shall review Client's application and conduct a search for a permanent Nanny based on the criteria specified by the Client. 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, select and hire the Nanny. The Registration Fee can be made by check or credit card (see Credit Card Authorization below). The Registration Fee also covers one year registration of temporary service, to commence the day registration fee is received. Payment of this fee does not guarantee that a nanny will be provided to the Client or that the Client will be satisfied with any Nanny referred to Client. The Registration Fee covers the duration of one search ending on the earlier of; (i) the date the Client hires a Nanny ("Nanny Hire Date") through NBN; (ii) Client tells NBN to end their Nanny search; (iii) 365 days. If Client ends the search without hiring a nanny through NBN, a grace period of thirty (30) days will be given to the Client. If Client resumes a search for a nanny after the thirty day grace period, this will be considered a new search and will entail a new Registration Fee.

2. PLACEMENT FEES – When Client employs (or agrees to employ at a future date) a referred Nanny, a Permanent Placement Fee of 10% of the Nanny's Annual Gross Salary (defined below) will be due. Payment of the Permanent Placement Fee is due in full within five (5) business days of hiring the Nanny (verbal or written agreement). If the Nanny is hired as a full time employee (working 30 hours or more per week), the Permanent Placement Fee shall be no less than Two Thousand Four Hundred Dollars (\$2400). If the Nanny is hired as a part time employee (less than 30 hours per week), the Permanent Placement Fee shall be no less than Two Thousand Dollars (\$2000). The Annual Gross Salary will be determined by multiplying Nanny's weekly wages, before taxes, by 52 and shall include any signing bonuses given to the Nanny upon acceptance of the position. If the full placement fee is not paid by the day the nanny starts working for client, client shall pay a Twenty Five Dollar (\$25) per day late charge and lose their option to receive a Placement Credit towards a future placement.

3. PLACEMENT CREDIT – NBN shall provide a Placement Credit if; (i) the payment of the entire Permanent Placement Fee was paid to NBN upon hire of a referred Nanny; (ii) the Client has submitted the Nanny / Family Agreement, attached as Exhibit A hereto; (iii) the Nanny did not leave due to illegal or negligent acts by Client; AND (iv) any substantial variance from the job description defined in the Nanny / Family Agreement. The Placement Credit will provide the Client with a prorated credit towards one (1) new placement. The Placement Credit Period shall be defined as the number of days between the first day of employment for the Nanny ("Nanny Employment Date") and the date that the Nanny resigns or is terminated. In the event the relationship between Nanny and Client is terminated for any reason, NBN will provide the following options to Client:

- i. Within 30 days after Nanny Employment Date: Free Nanny replacement or 75% refund of Permanent Placement Fee paid (see explanation below).
- ii. 31-90 days after Nanny Employment Date: Receive 75% credit toward new Permanent Placement Fee.
- iii. 91-180 days after Nanny Employment Date: Receive a 50% credit toward new Permanent Placement Fee.
- iv. 181-270 days after Nanny Employment Date: Receive a 25% credit toward new Permanent Placement Fee.
- v. 271-365 days after Nanny Employment Date: Receive a 15% credit toward new Permanent Placement Fee.
- vi. After 365 days after Nanny Employment Date: Client will receive a 10% repeat client discount toward new Permanent Placement Fee.

Initial

Under section 3 (i) above, if the termination of a Nanny happens during the first 30 days of employment, Client shall have the option to; (i) elect to receive one replacement Nanny free of charge; OR (ii) inform NBN that the relationship between Nanny and Client has been terminated and receive 75% refund of Permanent Placement Fee. Client does not have both options. After thirty days of employment, the Permanent Placement Fee (or portions thereof) is (are) non-refundable. The Placement Credit will be effective for one (1) year from the last date of employment of the original Nanny.

4. CLIENT OBLIGATIONS – Client shall provide NBN with a completed Family Application for Permanent Placement, an executed Referral Agreement and the Registration Fee in order to initiate a search. Upon Client's employment of a Nanny referred by NBN, Client will complete and submit to NBN the Nanny / Family Agreement with the Nanny, along with the full Permanent Placement Fee. Failure to do any of these actions will forfeit Client's rights to a Placement Credit. Client understands he/she will be the employer of the Nanny and is responsible for all governmental filings, including tax withholdings and workers compensation. NBN is not responsible for helping Client with taxes, but will provide names of available service providers to help Client, at Client's own expense. As the employer, it is Client's responsibility to verify all information provided by NBN.

Client will provide accurate and truthful information about their family and communicate with NBN during the search regarding each candidate referred to Client. Client will keep all information on Nannies referred to client strictly confidential. If Client shares information of a Nanny to a third party that hires said Nanny, Client shall be responsible for paying the current Permanent Placement Fee to NBN. 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 Placement 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 Nannies 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.

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 do it's best to 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 shall receive a copy of all documentation obtained regarding the hired Nanny and will treat this information as strictly confidential.

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: _____

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

Credit Card Number _____ Expiration Date: _____

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

Signature _____