

Service Agreement

By submitting an online Family Application I hereby agree to the terms and conditions of service by The Cleveland Nanny Connection as stated in this Service Agreement. This Agreement becomes effective when clients pay an application fee or membership fee online.

LONG TERM PLACEMENTS

Upon the processing of the application fee, the agency placement coordinator will meet with the family to provide Client with information about hiring a nanny including tax obligations, payroll services, and the hiring processes. A work agreement will be provided for you to fill out with the candidate. This work agreement is in no way legal advice from The Cleveland Nanny Connection. The work agreement should be signed by both the Client and the Candidate prior to the Candidate's first day of employment. The Cleveland Nanny Connection will arrange interviews with candidates hand picked for Client, up to 3 initially. Additional candidates will be referred if needed when available. Nannies will have criminal background checks, driving records, work history, in-person agency interviews, reference checks and verification of CPR and First Aid certification. The Cleveland Nanny Connection is only a referral service. You will negotiate salary, benefits, etc. with the candidates directly.

When a Nanny verbally accepts Client's offer, the placement fee is due immediately to The Cleveland Nanny Connection. This fee will be charged to Client's credit card within 48 hours of the nanny's verbal acceptance. Client must provide The Cleveland Nanny Connection with a valid credit card number, including expiration date at the commencement of this Service Agreement as a guarantee of payment and Client hereby irrevocably authorizes The Cleveland Nanny Connection to place charges on said account in accordance with this Service Agreement. Client will immediately give The Cleveland Nanny Connection new credit card information should Client cancel the credit card or should Client's ability to use the credit card cease, for any reason, during the term of this Service Agreement. Once the placement fee has been charged, the nanny's file will be taken out of active status and no longer offered to other families. The candidate will continue to be referred to families until the placement fee is charged.

Client will respond in a timely manner to any inquiries from The Cleveland Nanny Connection regarding their household employee's performance.

If the family and/or the household employee decide the placement is unsuccessful, The Cleveland Nanny Connection will refer additional nannies once within the first 90 days of employment without additional placement fees as long as Client has complied with all aspects of this contract. This guarantee will not be honored if the nanny leaves for cause or for good reason, including, but not limited to, failure to pay, abuse, or change of job description, pay rate and/or working hours. This replacement is only offered once per placement fee. Any additional nannies hired referred by The Cleveland Nanny Connection after that would incur an additional placement fee.

Client will have free membership for one year from the time of placement to the On-Call Babysitting service. Daily booking fees and hourly rates will apply. See description below:

ON-CALL BABYSITTING SERVICE

The yearly membership for this service is \$200. Client agrees to pay a daily booking fee of \$10 to the agency (or \$40 with less than 24 hours notice) for on-call and temporary referral services. Hourly rates are \$10 per hour and are paid directly to the candidate. This rate is for the care of the Client's children only. If additional children will be present, it must be pre-arranged with The Cleveland Nanny Connection and addition fees will apply. Once a candidate has been assigned to a work order, the fee will be charged to the client's credit card unless the candidate cancels. This fee is non-refundable and will be charged to client's credit card at the end of the month. If a request is canceled with less than 24 hour's notice, the client may be required to pay the candidate for the hours

requested if we are not able to find her a replacement assignment. Client must pay the on-call employee for all the time they have requested in their work order and any additional time beyond that which was requested in the work order.

Clients are also responsible for reimbursing the babysitter any time she transports the children in her car at the current federal rate.

Household duties an On Call Babysitter will do must be limited to the following:

- Preparing child's meals
- Bathing child as requested
- Transporting child to/from school and activities
- Washing child's dishes and cleaning table/floor as needed
- Tidying up toys, etc in the rooms where they have played while the babysitter was there

Client agrees not to contact the babysitter directly to arrange for future work requests. All work orders must be submitted through The Cleveland Nanny Connection.

YOU WILL RECEIVE AN EMAIL WHEN YOUR YEARLY MEMBERSHIP IS ABOUT TO EXPIRE AND WE WILL AUTOMATICALLY RENEW YOUR MEMBERSHIP UNLESS YOU REPLY TO THAT EMAIL TO CANCEL. YOU ARE RESPONSIBLE FOR UPDATING YOUR EMAIL ADDRESS ON YOUR PROFILE WHEN IT CHANGES.

Client must provide The Cleveland Nanny Connection with a valid credit card number, including expiration date at the commencement of the On Call Membership as a guarantee of payment and Client hereby irrevocably authorizes The Cleveland Nanny Connection to place charges on said account in accordance with this Service Agreement. Client will immediately give The Cleveland Nanny Connection new credit card information should Client cancel the credit card or should Client's ability to use the credit card cease, for any reason, during the term of this Service Agreement. If a client fails to pay a nanny for hours booked on call within 24 hours of the end time of an assignment, The Cleveland Nanny Connection is given permission to charge the client according to the hourly rates established by this agreement plus a 25% processing fee.

INDEMNIFICATION

Client agrees to defend, indemnify, and hold harmless The Cleveland Nanny Connection and its owner and employees from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including but not limited to court costs and fees arising from or relating in any manner to: (i) any claims, demands, liabilities, damages judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses which Client may have or incur against a domestic employee referred by The Cleveland Nanny Connection (ii) any domestic employee's act, omission or failure to act for Client; (iii) any disclosure of personal information about the Client by the domestic employee; and (iv) any claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses which the domestic employee may have or incur against Client or members of the Client's household or any third party.

TERMS AND CONDITIONS

Client has the responsibility to maintain the confidentiality of all candidates personal and contact information. The Client agrees that they will not (a) employ *any* applicant referred by The Cleveland Nanny Connection for any position without paying the placement or daily booking fee (b) disclose the names, address, phone number of any person referred to Client by The Cleveland Nanny Connection to any other party (c) bring children from outside the Client's family for the nanny or babysitter to care for (d) request a candidate recommend any other candidate from outside the agency for the purpose of employment (e) employ any of the candidates sent to you on a temporary or on call basis unless pre-arranged through The Cleveland Nanny Connection and (f) refer any candidate referred

to Client by The Cleveland Nanny Connection to another party for the purpose of employment and in the event Client breaches this agreement, then they will be liable to The Cleveland Nanny Connection for liquidated damages in the amount of \$6,000.00 .

Client's failure to comply with any provision of this Service Agreement will result in Client's forfeiture of any right to a guarantee, or any other right set forth in this Service Agreement. This Service Agreement constitutes and contains the entire agreement and understanding between the parties concerning the subject matter of this Agreement, and except as stated herein, supersedes all prior negotiations, proposed agreements and understandings between the parties. This Service Agreement may only be modified by a writing signed by both parties.

All fees are non-refundable. Use of any of The Cleveland Nanny Connection's services is at your own risk. Liability and/or damages will be limited to an amount no greater than the placement fee paid. The Cleveland Nanny Connection does not guarantee placement of a candidate with a family.

Ridler Care Source, LLC
DBA The Cleveland Nanny Connection
PO Box 24335
Lyndhurst, OH 44124
216-776-2669

www.clevelandnannyconnection.com