Client Service Agreement for Families

This CLIENT SERVICE AGREEMENT between __________________________, with an address of __________________________ (collectively, “Client” or “you”), and Ridler Care Source LLC dba The Nanny Connection, with an address of P.O. Box 391532, Solon, Ohio 44139 (“Agency” or “we”) is entered into on the last date written below.

1. PURPOSE OF AGREEMENT

Client desires either to hire a long-term or short-term childcare provider, otherwise known as a nanny, or to participate in Agency’s on-call babysitting service, or to do both. Agency is a referral agency only and desires to assist Client in recruiting, locating, qualifying and placing candidates to serve as a nanny or on-call babysitter for Client.

2. SERVICES

A nanny is a person employed by Client to provide a full range of care for Client’s child(ren) on what is usually a daily basis, whether part-time or full-time, and who is usually a part of the child(ren)”s growth and development. In the case of long-term or short-term nannies, Agency”s role will be to use its best efforts to recruit nanny candidates who are satisfactory to Client for placement with Client. Agency will arrange interviews between Client and nanny candidates who have met certain obligations required by Agency, and Client will select a candidate satisfactory to Client.

An on-call babysitter is a person employed by Client to take charge of Client”s child(ren) while the Client is temporarily away during the day, evening, weekend or overnight, whose services are typically confined to onsite supervision, preparing meals, bathing the child(ren) as requested, transportation to and from school and activities, washing dishes, and cleaning up after the child(ren). In the case of on-call babysitters, Agency”s role will be to include Client in its on-call babysitting service membership, and to use its best efforts to recruit babysitting candidates who have met certain obligations required by Agency and are satisfactory to Client for placement with Client. Client may request that a certain babysitter, if known to Client, be or not be placed, and Agency will attempt accommodate that request, but otherwise Agency will place a babysitter from its list of candidates.

Agency does not guarantee placement of a candidate with Client. Client understands that Agency uses its best efforts to conduct reference checks, interview candidates and pair them with Client based on preferences and location, and to ensure all candidates undergo screening for criminal history, driving records, work history, CPR certification, first-aid certification as part of its candidate application process; but that Agency is not and cannot be held responsible for errors, omissions, incorrect information or withheld information; and that Client has sole discretion as to whether to accept a nanny or babysitting candidate. Client understands that Agency does not employ, oversee the work of or otherwise engage nannies or babysitters, and only operates as a referral service for Client”s convenience.
3. FEES

NANNIES. In the case of long-term or short-term nannies, a nonrefundable $200 application fee must be paid and your credit or debit card information must be given immediately upon the signing of this agreement. Agency and Client will then engage with nanny candidates in Agency’s assessment, interviewing and placement process. You are responsible for notifying us when a nanny accepts an offer from you, verbally or in writing, for nanny work. The offer includes start date, rate of pay and guaranteed amount of hours. Within 48 hours of a nanny verbally accepting an offer from you, our services to you are complete and we will charge against your credit or debit card a one-time, nonrefundable placement fee of $1,500 for a full or part-time nanny. A full-time nanny is one who is engaged to work for at least 35 hours per week, including down time; a part-time nanny is one who is engaged to work for fewer than 35 hours per week, including down time.

If Client or nanny terminates the nanny’s relationship with Client within 90 days of the nanny’s first day of employment, Agency will give additional candidate referrals to Client, provided Client has complied with all aspects of the agency contract and nanny/family agreement, without charging an additional referral fee. If you require additional services from Agency after 90 days of the nanny’s first day of employment, you agree we may engage in a new assessment, interviewing and placement process and operate under the terms of this agreement. You agree to keep your credit or debit card information current with Agency, and Agency agrees to hold that information in strict confidence. You irrevocably permit us to charge your card according to this agreement.

While we may provide guidance to you based upon our experience, at your request, you are responsible for the negotiation and payment, directly to the nanny, of the nanny’s salary, as well as for the negotiation and provision of any fringe benefits.

BABYSITTERS. In the case of on-call babysitters, a nonrefundable $200 annual membership fee must be paid and your credit or debit card information must be given immediately upon the signing of this agreement. We will send you an email when your yearly membership is about to expire; you authorize us to automatically renew your membership unless you reply to that email with instructions to cancel.

In the event we place a babysitter with at least 24 hours’ notice, we will charge against your credit or debit card a nonrefundable booking fee of $10. In the event we place a babysitter with less than 24 hours’ notice, we will charge against your credit or debit card a nonrefundable booking fee of $40. If a request for placement is canceled before a babysitter is placed, there will be no booking fee charged. If a sitter has already been assigned, or the request is canceled with less than 24 hours’ notice, the appropriate nonrefundable booking fee will be charged. You agree to keep your credit or debit card information current with Agency, and Agency agrees to hold that information in strict confidence. You irrevocably permit us to charge your card according to this agreement.

You are responsible for the payment, by cash, check or electronic method, directly to the babysitter, of the babysitter’s hourly rate. This shall be no less than $12 per hour with a four hour shift minimum or equivalent pay, as well as reimbursement for the babysitter’s preapproved, reasonable, out-of-pocket expenses, such as mileage reimbursement, meals, admission charges and the like. You agree that the rates established in this agreement are merely as an inducement for candidates to apply with the Agency, but do not create any employment relationship between a candidate and the Agency.

4. USE OF INFORMATION

Client is responsible for updating Client’s email address and other contact information at all times. Agency
agrees to disclose to Client all relevant information acquired by the Agency about nanny or on-call babysitting candidates being considered by Client. In the case of long-term or short-term nannies only, once a nanny has been placed with a Client, the Agency will remove the nanny’s file from active status and will no longer offer the nanny as a candidate to other families during the term of the nanny’s employment with Client.

The parties expressly acknowledge that the information prepared and provided by the Agency is confidential in nature and at all times is proprietary information owned by the Agency. Information provided to Client by the Agency is solely for the purpose of selecting a nanny or babysitter pursuant to this Agreement. Client has the responsibility to maintain the confidentiality of all candidates’ personal and contact information. Client agrees that Client will not (a) employ any applicant referred by Agency for any position without paying Agency therefor; (b) disclose the names, address, phone number of any candidate referred to Client by Agency to any other party; (c) bring children from outside Client’s family into the care of the nanny or babysitter, unless specifically agreed to by Agency; (d) employ any candidate referred by Agency as a nanny or babysitter, unless specifically agreed to and referred to Client by Agency; and (e) refer any candidate referred to Client by Agency to another party for the purpose of employment as a nanny or babysitter. Client agrees that Agency would have difficulty or impossibility proving actual economic damages with specificity in the event the terms of this paragraph are violated, and so Client agrees to be liable for liquidated damages in the amount of $6,000 for a breach of any of the terms of this paragraph.

In the event Client does not hire or retain the services of a nanny or babysitting candidate submitted to Client by Agency, and Client refers the candidate to a third party who hires or retains the services of the candidate, Client will pay to Agency the entire placement fee under the same terms and conditions as if Client had hired or retained the services of the candidate under this agreement. All referred candidates are considered to be referrals from Agency to Client under this agreement unless, not more than 30 days prior to Agency’s referral of the candidate, Client has conducted employment negotiations with the candidate.

5. TERMS AND CONDITIONS; DISCLAIMER

Agency will assist Client for the purpose of recruiting, screening and presenting nanny and on-call babysitting candidates for Client’s review. All hiring decisions will be made solely by Client. Client is responsible for verifying all information pertinent to Client’s decision to hire or retain the candidate. While Agency employs its best efforts on Client’s behalf, Agency does not guarantee candidate credentials or the performance of any candidate. All liability associated with the hiring decision will be assumed by Client.

The parties agree and acknowledge that any candidate hired by Client will be employed by Client, and not by Agency. Client is responsible for all employment matters, including but not limited to assignment of job duties, working days and hours, salary, fringe benefits, supervision, household rules and management. Client agrees to comply with all state and federal payroll tax laws for household employers. While Agency may provide non-legal advice to Client at Client’s request based on Agency’s experience on such matters as job duties and expectations, taxation, payroll services and fringe benefits, Agency is not and will not be a party to any agreement between Client and the placed candidates under this agreement.

Client agrees that in no event will Agency be liable or otherwise responsible for any negligent, willful, wanton, reckless, criminal or other action performed by a candidate placed under this agreement. Under no circumstances will Client have the right to make, nor shall this agreement create or give rise to, any direct claims of any kind against the Agency, its officers, directors, owners, shareholders, employees or agents related to the performance, acts or omissions of a candidate, or related to errors and omissions in Agency’s investigation, recruitment, screening and presentation of a candidate. The Agency is strictly a referral service for Client’s convenience and Client is solely responsible for the selection of the candidate.
6. RELEASE; HOLD HARMLESS; INDEMNIFICATION

The Agency is in no way to be construed as employer of any referred candidate. Client, for himself or herself, his or her spouse, his or her child(ren), heirs, executors, administrators and personal representatives (“Releasors”), hereby:

(a) fully and forever releases and discharges Agency, its officers, directors, owners, shareholders, employees or agents, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, made by Client, Releasors or third parties and resulting from or arising out of a referred or placed candidate’s, nanny’s or babysitter’s negligent, willful, wanton, reckless, criminal or other acts, omissions or conduct; and

(b) indemnifies and holds harmless Agency, its officers, directors, owners, shareholders, employees or agents, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, made by Client, Releasors or third parties and resulting from or arising out of any acts, omissions or conduct of the made by Client, Releasors or third parties of whatever kind or nature whatsoever; and

(c) agrees to defend and to pay any costs or attorney’s fees as a result of any action brought by or against Agency, its officers, directors, owners, shareholders, employees or agents, resulting from or arising out of any acts, omissions or conduct of the made by Client, Releasors or third parties;

(d) agrees that it is the intent of the Client, on behalf of Releasors, that this release and indemnity agreement be in full force and effect at any time after the execution of this agreement.

7. MISCELLANEOUS

Agency may assess late charges of five percent per day on any unpaid fees due to Agency under this agreement. In the event either party files suit to enforce the terms and conditions of this agreement, the prevailing party in the resulting litigation is entitled to recover its costs, expenses and reasonable attorneys’ fees.

This agreement contains the entire agreement between the parties and supersedes all previous agreements whether written or oral. This agreement shall be construed as if drafted by both Agency and Client. This agreement may be modified, but such a modification can only be made in writing and must be signed by both parties. A facsimile copy of this agreement may be used as if it bore the original signature of the parties. This agreement will be governed by the laws of the State of Ohio.

CLIENT:

Sign: ________________________________
Print name: ________________________________

NANNY CONNECTION:

By (print name): ________________________________
Its: Authorized Agent ________________________________

Date ________________________________

RIDLER CARE SOURCE LLC dba THE ______________

INITIAL ___________