



CLIENT SERVICE AGREEMENT

As a Client I understand and accept the following terms and conditions and enter into this client agreement.

1. Services: Client desires to hire an employee (“Nanny”) to provide childcare services. Nina's Nannies is a referral agency and will make reasonable efforts according to applicable law to refer Candidates to Client. However, Client understands and agrees that employing a Candidate is ultimately Client’s decision, and that signing up with Nina's Nannies does not guarantee that Nina's Nannies will find a suitable Candidate for Client.

2. Client Is Candidate’s Employer: Nina's Nannies is not a party to any agreement made between Client and a Candidate. Client understands and agrees that the Candidate’s work schedule, compensation, and the method, manner and means of employment, and any other terms and conditions of employment, will be determined by Client and the Candidate. Nina's Nannies will not be responsible for the Candidate’s direction, supervision, control or compensation, and Nina's Nannies is not the Candidate’s employer or co-employer with Client. Rather, Client will be solely responsible for the Candidate’s direction, supervision, control and compensation, and Client understands and agrees that Client is the Candidate’s employer. Accordingly, Client understands and agrees that Client will be responsible for all employer related taxes, withholdings, worker’s compensation insurance, obligations and requirements according to applicable law.

3. Confidential Information: Client understands and agrees that, to the maximum extent allowed by law, all information and materials about Candidates are to be kept strictly confidential, are the property of Nina's Nannies, and are to be used only in conjunction with Nina's Nannies referral services. **If Client provides Candidate information to another party and the other party hires or otherwise engages the Candidate without compensating Nina's Nannies its full fees, Client will be responsible for paying Nina's Nannies full fees as stated in this Agreement as if Nina's Nannies had placed the Candidate with a client.**

4. Fee Schedule: The complete referral fee is \$975.00 for a full-time Nanny (35+ hours per week), \$775.00 for a part-time Nanny (0-34 hours per week) and \$575.00 for a temporary Nanny (up to three months). Sum is broken down in two payments. Client agrees to make a deposit of \$200.00 that is payable by the time of the personal consultation. **This deposit is non-refundable.** Once a Client accepts a candidates offer, the deposit will be subtracted from Clients outstanding balance that is payable no later than 24 hours before the Candidate’s first day of work. In the event Client employs or otherwise engages the services of a Candidate referred or introduced by Nina's Nannies to Client, at any time within one year from the date of Nina's Nannies referral of the Candidate to Client, for any position, Client agrees to pay Nina's Nannies a Referral Fee of \$975.00. **Client is not permitted to exchange any contact information with a Candidate at any point in time before paying the full referral fee to Nina's Nannies.**



Client agrees to pay Nina's Nannies the Referral Fee as soon as a Candidate referred by Nina's Nannies accepts an offer of employment or other engagement from Client, and in any case by no later than 24 hours before the Candidate's first day of work for Client. Client understands and agrees that Client's hiring or other engagement of a Candidate referred by Nina's Nannies will constitute Client's acceptance of the terms and conditions of this Agreement even if Client does not return this executed Agreement to Nina's Nannies.

Except as otherwise stated in this Agreement, all fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement. If any fees or portions thereof are not paid when due, Nina's Nannies will charge interest on the unpaid amount of the fee. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .5% per month (SIX PERCENT [6%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid. If Client's account is turned over to an agency or other person or entity for collection, all fees and interest, including but not limited to attorney's fees and costs, incurred relating to the collection activity will be added to Client's original balance, become payable to Nina's Nannies according to the terms of this Agreement, and Client agrees to pay Nina's Nannies all such fees, costs, and interest. Finally, Client agrees to pay Nina's Nannies any charge Nina's Nannies incurs if Client's check or other payment is returned or refused for any reason.

Nina's Nannies accepts credit cards (Visa, MasterCard, Discover, Diners Club International, JCB, American Express; Transaction fees may apply), cash, checks and PayPal.

5. Replacement Policy: Upon fulfillment of all the conditions listed herein, subject and limited to the terms of this Agreement, if the initial Candidate leaves Client's employment or other engagement with Client within 90 days from Candidate's first day of employment or other engagement with Client, Nina's Nannies will make reasonable efforts according to applicable law to provide additional referrals for a maximum of one replacement Candidate to Client at no charge. Any additional replacements that occur within one year from Candidate's first day of employment must be compensated for a referral fee of \$99.00. For any replacements that occur after one year, Nina's Nannies offers a 20% discount on live-in, full-time and part-time Nanny placement services. Client agrees to pay Nina's Nannies the referral fee as soon as a new Candidate referred by Nina's Nannies accepts an offer of employment or other engagement from Client, and in any case by no later than 24 hours before the Candidate's first day of work for Client.

Nina's Nannies obligation to refer a replacement Candidate is expressly conditioned on Client's (1) satisfaction of all of his or her obligations under this Agreement, including but not limited to payment of Nina's Nannies fees and charges in a timely manner; (2) providing a signed copy of this Agreement and a written work agreement between Client and the Candidate to Nina's Nannies within two weeks of the



Candidate's first day of employment or other engagement with Client; (3) written notification to Nina's Nannies (which includes the date of and reason for the termination) within seven days of (a) the Candidate's last day worked for Client; or (b) when Client makes the decision to terminate the Candidate; or (c) when the Candidate gives notice to Client of his or her intent to leave employment with Client, whichever is earlier; (4) abiding by all applicable laws and regulations; (5) not materially changing the Candidate's job duties or job description; and (6) not engaging in any acts of harassment, abuse, or moral turpitude with a Candidate. Determining compliance with these conditions is in the sole and absolute discretion of Nina's Nannies as allowed by law.

Client further understands and agrees that Nina's Nannies requirement to provide one replacement for the price of \$99.00 Candidate is void if Client (1) fails to hire any replacement Candidates within two weeks of Nina's Nannies referral of the replacement Candidate(s) to Client; or (2) Client employs another employee referred from a source other than Nina's Nannies. Client is required to make written notice to Nina's Nannies if client does not need Nina's Nannies service anymore.

6. DISCLAIMER/HOLD HARMLESS/LIMITATION OF LIABILITY: Except as expressly stated in this Agreement, Nina's Nannies assumes no liability or responsibility for, and makes no express or implied guarantees, representations or warranties about, any information, material, services, referrals, Candidates, independent contractors, employees or potential employees (including but not limited to the qualifications or performance of Candidates) it provides to Client. **Client's use of Nina's Nannies services is at Client's own risk.** Additionally, Nina's Nannies does not employ or exercise control or discretion over Candidates or any person referred by Nina's Nannies to Client, and disclaims all responsibilities for such individuals' conduct, misconduct, negligence or omissions.

Additionally, to the maximum extent permitted by law, Client shall indemnify, defend and hold Nina's Nannies and its owners, agents, employees, officers, directors, representatives, attorneys, and affiliated persons and entities harmless against any damages or liability whatsoever arising out of or in any way in connection with Client's conduct, negligence, omission(s) or misconduct.

In no event shall either party be liable for consequential, incidental, exemplary, punitive, special or indirect damages of any kind. Further, a party's aggregate liability for damages of any kind under this Agreement – excluding Client's potential financial responsibilities in Section 3 of this Agreement; the fees, costs and interest related to collections as referenced in Section 4 of this Agreement; and the indemnity, defense and hold harmless provision in Section 6 of this Agreement – shall be limited to the amount of the Referral Fee(s) received by or owed to Nina's Nannies from Client, whichever is greater. If any waiver, exclusion or limitation of damages is not permitted by law, the parties' liability to each other is limited to the maximum extent



permitted by law.

7. Miscellaneous: This agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any action or proceeding commenced regarding this Agreement or the subjects herein shall be brought in Cuyahoga County, Ohio.

This Agreement is entered into by Nina's Nannies and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between Nina's Nannies and Client and supersedes all prior oral and written agreements between Nina's Nannies and Client with respect to the subjects covered in this Agreement. This Agreement shall not be amended or modified except in a mutually agreed upon writing signed by Client and an authorized representative of Nina's Nannies expressly stating an intent to modify or amend this Agreement.

Client represents that he or she has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he or she has had all such time that he or she desires within which to consider this Agreement; that he or she has had the opportunity to consult with an attorney of his or her own choosing and at his or her own expense to review this Agreement; and that he or she has availed himself or herself of this opportunity to the extent, if any, that he or she wished to do so.

The terms of this Agreement are severable. The invalidity or unenforceability of any provision within this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable. Further, consistent with the purposes of this Agreement, any otherwise invalid provision of this Agreement may be reformed and, as reformed, enforced by any party to this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Failure or delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of any right, remedy, power or privilege. Each party agrees that the other party is not responsible for any events or circumstances beyond its control (including but not limited to war, riots, embargoes, strikes and or acts of God) that prevent the party from meeting its obligations under this Agreement.

Neither party shall assign or transfer this Agreement or any interest herein without the prior written consent of the other party. The rights and remedies provided in this Agreement shall be the sole and exclusive rights of the parties against one another relating to the subject matter of this Agreement. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this



Agreement for any other purpose. Sections 3, 4, 6 and 7 of this Agreement shall remain in effect even after termination of this Agreement.

The parties hereby certify, represent and warrant that they have carefully read this Agreement, that they fully understand its final and binding effect, and that they agree to all its terms and conditions.

Client (print name) _____ Date _____

Signature _____