



FAMILY/AGENCY AGREEMENT

This agreement made this _____ day of _____, 20 _____

between IN SEARCH OF NANNY, INC. of Beverly, Massachusetts and

_____ hereinafter called Family.

IN SEARCH OF NANNY, INC. will refer applicants to the Family, as available, for consideration as a live-in or live-out caregiver. These applicants are screened prior to submission by IN SEARCH OF NANNY, INC. to the Family only to the extent that they are accepted as applicants by IN SEARCH OF NANNY, INC. not that they meet the standards of your position. We urge each Family to interview and screen their candidates carefully before making an offer of employment.

REFERRAL FEES

The Family agrees to pay IN SEARCH OF NANNY, INC. a referral fee for any Nanny who was referred by IN SEARCH OF NANNY, INC. who is hired by the Family according to the Agency Fee Schedule dated December 1, 2008.

Referral Fee Agreed to \$ _____

If, at any time within one year after an initial meeting arranged by IN SEARCH OF NANNY, INC. between a Family and a Nanny, that Nanny becomes a direct or indirect provider of services independently to the Family, thus resulting in non-payment of placement fees to IN SEARCH OF NANNY, INC., the Family agrees to pay IN SEARCH OF NANNY, INC. a termination fee of four thousand two hundred dollars (\$4,200) in addition to any legal fees which may be incurred in collecting it.

Payment of the referral fee by the Family to IN SEARCH OF NANNY, INC. must be made within five (5) working days of the end of the Trial Program. If payment of the placement fee is not paid according to this schedule, IN SEARCH OF NANNY, INC. in addition to the right to seek payment will not provide the guarantee as specified in this contract.

ONGOING REFERRAL FEES

FULL-TIME NANNY

The Family agrees to pay the Ongoing Referral Fee for any Full-time Nanny (24+ Hrs/Wk) referred by the Agency who extends employment with the Family beyond a twelve (12) month period. The Ongoing Referral Fee (\$600 maximum per year) is invoiced and paid in \$150 increments, at the beginning of each three month (quarter) period that the Nanny continues her employment. The Ongoing Referral Fee is discontinued when the Nanny has completed five (5) years of employment. If four quarterly payments are made in a lump sum, the Fee is discounted 25% if paid within one month of the Nanny's anniversary date of employment.

PART-TIME NANNY

The Family agrees to pay the Ongoing Referral Fee for any Part-time Nanny (1 - 23 Hrs/wk) referred by the Agency who extends employment with the Family beyond a twelve (12) month period. The Ongoing Referral Fee (\$360 maximum per year) is invoiced and paid in \$90 increments, at the beginning of each three month (quarter) period that the Nanny continues her employment. The Ongoing Referral Fee is discontinued when the Nanny has completed five (5) years of employment. If four quarterly payments are made in a lump sum, the Fee is discounted 25% if paid within one month of the Nanny's anniversary date of employment.

GUARANTEE

The Agency will provide the following guarantee ONLY if a copy of a written Family/Nanny Agreement and the referral fee is received by the Agency within five business days after the end of the trial period. There will be no guarantee provided without the written contract, or if the Family does not abide by the terms of the Family/Nanny Agreement. There will be no exceptions to this requirement.

To ensure our Nannies are working in safe healthy environments, the Agency will provide no guarantee if the Nanny leaves/is terminated for the following reasons: history of or present violence by or among Family members; untreated alcoholism by or among Family members; history of or present abuse of drugs by or among Family members; or if the Nanny is subjected to any form of harassment verbally, physically or otherwise.

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First Month Guarantee - If during the first month of employment, the placement is terminated, IN SEARCH OF NANNY, INC. will either a) find a replacement Nanny (for the position only as specified in the signed Family/Nanny Agreement) or b) refund the referral fee less a service charge of \$600 for full or part-time Nannies. If the second placement is not successful within the first month, IN SEARCH OF NANNY, INC. reserves the right to decline replacing the Nanny. No refund will be given after a second placement has been attempted.

Full-Time Nannies - Second Month through Twelfth Month Guarantee

And

Part-Time Nannies - Second Month through Fifth Month Guarantee

From the beginning of the second month through the twelfth month for full-time nannies (or the nanny's commitment if less) or from beginning of the second month through the fifth month for part-time nannies, no money will be refunded. If we refer another applicant whom the Family hires, and the caregiver honors the commitment made by the original Nanny, there is no additional cost for the replacement Nanny. IN SEARCH OF NANNY, INC. will work in good faith to make additional referrals but will not be responsible for further placements, under this agreement. IN SEARCH OF NANNY, INC. will not be required to provide services of any kind between termination and replacement dates, but can provide temporary services at normal temporary rates if requested.

If the full-time or part-time replacement Nanny stays in the employ of the Family beyond the original commitment period of the first Nanny, the Family will be required to pay IN SEARCH OF NANNY, INC. for the services provided by the Nanny beyond the completion of the initial commitment according to the Agency Fee Schedule. Depending on the commitment made by the replacement nanny, the referral fee for a full-time Nanny is \$3,000 or \$4,200; the referral fee for a part-time Nanny is \$2,700 or \$3,100 and is payable on the anniversary date of employment of the original nanny.

If you employ a replacement Nanny, IN SEARCH OF NANNY, INC. requires the Family to sign a written contract with the Nanny. The referred applicant and the Family will negotiate the agreement as to employment, working conditions, salary, benefits and other arrangements in connection with said employment. IN SEARCH OF NANNY, INC. will assist in contract preparation when requested.

IN SEARCH OF NANNY, INC. does not employ, exercise control or discretion over providers, and disclaims all responsibility for conduct or omissions of any providers hired by the Family, and any loss or damages resulting directly or indirectly from their relationship with or from the provider. Furthermore, any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in Boston, MA in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

This agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms and conditions, or obligations made or entered into by the parties other than those contained herein. No modifications shall be valid unless in writing and executed by the parties herein described.

The foregoing provisions are understood and agreed to by the undersigned.

IN SEARCH OF NANNY, INC.

Date

FAMILY SIGNATURE

Date

FAMILY SIGNATURE

Date