

Client Referral Service Agreement

1. **Parties:** This Client Service Agreement (the “Agreement”) is between The Nanny Network, LLC (“TNN”) and _____ (“Client”).
2. **Services:** Client desires to hire an employee (“Candidate”) to provide domestic services such as childcare, educational services, and household management (“Services”). TNN operates to procure, offer, refer, provide, or attempt to provide work to domestic workers. TNN 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 TNN does not guarantee that TNN will find a suitable Candidate for Client. **TNN refers Candidates on a permanent, temporary or seasonal basis, and Client agrees to accept such Candidate referrals, without regard to age, color, race, sex, creed, national origin, religion, disability or marital status.**
3. **Client Is Candidate’s Employer:** TNN does not employ or exercise control over the wages, hours, or working conditions of Candidates. 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. TNN will not be responsible for the Candidate’s direction, supervision, control, compensation, employment or termination of employment, and TNN is not the Candidate’s employer or co-employer with Client. Rather, Client will be solely responsible for the Candidate’s direction, supervision, compensation, control and employment, 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 wages, taxes, withholdings, worker’s compensation insurance, obligations and requirements according to applicable law.
4. **Confidential Information:** Client understands and agrees that, to the maximum extent allowed by law, all information and materials about Candidates received from TNN are to be kept strictly confidential and are to be used only in conjunction with TNN’s referral services. **If Client provides Candidate information to another party and the other party hires or otherwise engages the Candidate without compensating TNN its full fees, Client will be responsible for paying TNN’s full fees as stated in this Agreement in The Nanny Network Fee Schedule (“Fee Schedule”) as if TNN had placed the Candidate with the other party.**
5. **Fees and Billing:** In the event Client employs or otherwise engages the services of a Candidate referred or introduced by TNN to Client, Client agrees to pay TNN the applicable fees according to the terms in the attached Fee Schedule within three (3) years of the date of TNN’s referral or introduction of the Candidate to Client. This policy applies to any position for which Client hires a Candidate, even if not for the position originally sought by Client.

If the Candidate’s hours or compensation increase during the first year of the placement, or if the type of assignment changes during the first year, Client agrees to inform and pay TNN for any change in applicable fees as a result of a change in hours, compensation, or type of assignment using the applicable formula according to the terms in the attached Fee Schedule (“Fee Schedule”).

For permanent placements, Client agrees to pay TNN either the Classic or Concierge placement fees owed pursuant to this Agreement as soon as a Candidate referred by TNN either 1) accepts a written offer of employment and the background check results have been shared with Client or 2) by the Candidate’s first day of work for Client (whichever happens first). Client understands and agrees that Client’s hiring or other engagement of a Candidate referred by TNN will constitute Client’s acceptance of the terms and conditions of this Agreement even if Client does not return this executed Agreement to TNN.

Client agrees to pay TNN all fees for long-term temporary placements as listed in the Fee Schedule at the time of the referral and in advance of the temporary care. Client further agrees that temporary placement fees are additional to other placement fees and may not be applied to reduce any other placement fees.

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, TNN 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 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 and become payable to TNN according to the terms of this Agreement. Finally, Client agrees to pay TNN any charge TNN incurs if Client's check or other payment is returned or refused for any reason.

Client agrees to provide TNN with either valid 1) ACH bank transfer information or 2) credit card information and understands that credit card payments involve an additional surcharge. Client understands and agrees that TNN shall process all fees and charges using the payment information provided if Client fails to pay all fees and charges in a timely manner according to the terms of this Agreement. Client also hereby irrevocably authorizes TNN to place charges on said account in accordance with this Agreement; and agrees to pay all such charges and fees billed to Client's payment account according to the terms of this Agreement. Client will immediately give TNN new payment information (including an authorization for a new credit card(s)) should Client cancel the provided payment information, or the payment information change, for any reason. Client authorizes TNN to process the placement fee to the payment account on file if a check is not received before Candidate's first day of employment.

6. **Client Disclosures:** Client agrees to disclose to TNN the first and last names of all prospective candidates who Client has been in contact with outside of TNN, both at the onset and during the course of the referral/interview process. If Client objects to paying TNN a placement fee for a specific Candidate on the grounds Client knew the Candidate at the time of TNN's referral, Client shall remain liable for all applicable fees unless, within two business days after TNN referred the Candidate to Client, Client notifies TNN of Client's pre-existing relationship with the Candidate and provides evidence of the same to TNN.

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8. **Hiring and Replacement Policy for Long-term Placements:** In conjunction with Candidate accepting a written offer of employment from Client, TNN will have a professional investigative service conduct a criminal background investigation. TNN will furnish Client with copies of the investigation results. It is the Client's sole responsibility to carefully review all Candidate information provided by TNN, as well as the professional background investigation. TNN offers a Replacement Policy for its Permanent Clients who hire a Candidate using the Classic Service or Concierge Service, upon fulfillment of all the conditions listed herein, subject and limited to the terms of this Agreement. If the initial Candidate that is placed is terminated within the designated time period, TNN will provide the following credit of the placement fee (but not the retainer) to Client:

- **Classic Service:** 100% credit if Candidate is terminated within the first 30 or 90 days of employment for long-term temporary (less than one year) and permanent placements (one year or more), respectively.
- **Concierge Service:** 100% credit if Candidate is terminated within the first 60 or 180 days of employment for long-term temporary (less than one year) and permanent placements (one year or more), respectively.

All credits will be valid for one year from the date of this Agreement, according to the terms of this Agreement, and will be valid for one additional Candidate search, whether or not that additional search results in a hire. TNN does not refund or transfer credits.

TNN's obligation to provide a credit for 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 all TNN's fees and charges in a timely manner; (2) notification to TNN within 48 hours of the Candidate's resignation or termination of employment or other engagement; (3) abiding by all applicable laws and regulations; (4) not changing the Candidate's job duties or job description; and (5) not engaging in any acts of harassment, abuse, or moral turpitude. Determining compliance with these conditions is in the sole and absolute discretion of TNN as allowed by law.

If Client fails to satisfy all of these aforementioned conditions, TNN shall have no further obligations to Client. Similarly, if Client does not respond to emails, calls, or text messages after 14 calendar days, TNN will assume the search is no longer needed by Client and will stop all recruitment and referral efforts. If Client contacts TNN after 14 calendar days to reactivate the search, and it is within 12 months of the date of this Agreement, Client will be required to pay an additional reactivation fee as noted above in the attached Fee Schedule.

9. **DISCLAIMER/HOLD HARMLESS/LIMITATION OF LIABILITY:** Except as expressly stated in this Agreement, TNN assumes no liability or responsibility for, and makes no express or implied guarantees, representations or warranties about, any information, material, services, referrals, or Candidates (including but

not limited to the qualifications or performance of Candidates) it provides or refers to Client. **Client's use of TNN's services is at Client's own risk.** Additionally, TNN does not employ, supervise or exercise control or discretion over Candidates or any person referred by TNN 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 TNN 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 4 of this Agreement; the fees, costs and interest related to collections as referenced in Section 5 of this Agreement; and the indemnity, defense and hold harmless provision in Section 9 of this Agreement – shall be limited to the amount of the Referral Fee received by or owed to TNN from Client. 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.

10. **COVID-19:** TNN and Client expressly agree that TNN shall not be liable for any illness, disease, health issue, infectious disease, including but not limited to contracting the Coronavirus and/or Covid-19, contracted by Client or Client's family as a result of a placement by TNN of a Candidate with Client. Client expressly agrees to indemnify and hold TNN harmless from any loss, liability, costs, and expenses arising out of any claim of injury or damage resulting from the Client's contraction of an infectious disease, including Covid-19. Client agrees to assume all risks of infection, injury, and/or damage related to illness, disease, health issue, and infectious diseases, including the Coronavirus and Covid-19.

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

This Agreement is entered into by TNN and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between TNN and Client and supersedes all prior oral and written agreements between TNN 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 TNN 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.

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.

By: _____

Signature

Print Name

Date

The Nanny Network, LLC

Signature

Print Name

Date

The Nanny Network Fee Schedule

Long-term Referrals¹ – Baltimore	
Retainer (non-refundable deposit)	\$350.00 (credited toward placement fee)
Reactivation Fee (see Section 8)	\$100.00
Classic Service Placement Fee (Standard Child Care and Family Assistant placements only; does not include Private Educator or Sidekick placements)	15% of Total Gross Annual Compensation (minimum fees apply, see below)
Classic Service Consulting Fee	\$75.00 per hour
Classic Service Shared Care Placement Fee (Standard Child Care and Family Assistant placements only; does not include Private Educator, Newborn Care or Sidekick placements)	10% of Total Gross Annual Compensation (per family) + \$350 retainer per family
Concierge Service Placement Fee (Nanny, Family Assistant, Private Educator, and Sidekick)	18% of Total Gross Annual Compensation (minimum fees apply, see below)
Concierge Service Shared Care Placement Fee	12% of Total Gross Annual Compensation (per family) + \$350

¹ Long-term referrals include both our long-term temporary placements and permanent placements. Long-term temporary placements are 8-weeks or more, but less than 12 months, in duration. Permanent placements refer to those positions that have a duration of 1 year or more.

(Nanny, Family Assistant, Private Educator, and Sidekick)	Retainer per family (minimum fees apply)
(Suggested) Average Long-term Child Care Hourly Rate (paid directly to Candidate)	\$18.00-28.00 per hour pre-tax + mileage reimbursement
Newborn Care Long-term Temp Placement Fee (8+ weeks) - - under 16 weeks of age (Concierge placement)	18% of Total Gross Wages (minimum fees apply, see below)
(Suggested) Average Long-term Permanent Family Assistant and Sidekick Hourly Rate (paid directly to Candidate)	\$20.00-30.00 per hour pre-tax + mileage reimbursement
(Suggested) Average Long-term Private Educator Hourly Rate (paid directly to Candidate)	\$30.00-60.00 per hour pre-tax + mileage reimbursement
Newborn Care Hourly Rate	Set by provider (Ongoing Night Nanny, Newborn Care Specialist, and Postpartum Doula)

With the Classic Service only, an hourly consulting fee of \$75.00 per hour will be charged once Client's 60-minute consult has been exceeded. Time will be billed in 15-minute increments.

"Total Gross Annual Compensation" includes all compensation in whatever form, including but not limited to gross hourly wages, overtime, signing bonuses, the value of health insurance and the value of room and board, received by the Candidate from Client per week multiplied by 52, or per month multiplied by 12, regardless of the duration of employment.

The **Classic minimum fees** for long-term temporary placements (less than one year) and permanent placements (one year or more) are \$2,000 and \$4,000, respectively. If shared care, the minimum placement fee is \$2500 per family for the Classic Service.

The **Concierge minimum fees** for long-term temporary placements (less than one year) and permanent placements (one year or more) are \$2,500 and \$5,000, respectively. If shared care, the minimum placement fee is \$3,000 per family for the Classic Service.

Should Client book a Candidate directly, same fees apply.

Holidays are New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.