



Short-term Temporary Service Agreement

The Nanny Network, LLC ("TNN") and _ ("Client") enter into this Temporary Service Agreement (the "Agreement"). TNN and Client are referred to individually as a "Party" and collectively referred to herein as the "Parties."

1. **TNN Services:** TNN makes reasonable efforts according to applicable law to provide childcare, household management, and child educational services (the "Services"). TNN will make reasonable efforts according to applicable law to provide the Services to Client per the terms of this Agreement. Specifically, TNN will employ childcare, household, and learning providers ("Assigned Care Provider Employees") and make reasonable efforts to fulfill such requests for Client per the terms of this Agreement. Client understands and agrees that TNN cannot guarantee that it will employ and have available suitable Assigned Care Provider Employees at all times.

Client agrees to provide a safe working environment for Assigned Care Provider Employee and comply with all applicable laws, regulations, TNN's policies and this Agreement during TNN's services for Client. Client agrees to provide TNN with all pertinent information necessary for providing Services to Client. Client understands and agrees that TNN cannot make any work-related decisions, including but not limited to staffing of Assigned Care Provider Employees, based on any legally protected characteristics or in an unlawful manner. To the maximum extent allowed by law, TNN will not accept any requests for or prohibitions of Assigned Care Provider Employees based on any legally protected characteristics including but not limited to race, ethnicity, national origin, age or gender.

2. **Assigned Care Provider Employees:** All Assigned Care Provider Employees who fulfill Client requests shall be employees of TNN. TNN shall cause Assigned Care Provider Employees to fulfill their obligations under this Agreement in a professional manner in accordance with generally accepted industry standards for the Services.

3. **Fees:** Client agrees to pay TNN an hourly service fee (the "Service Fees") as stated in Exhibit A upon entering this Agreement. TNN will process Client's personal credit card (required) or ACH debit account for the Service Fees. If Client chooses to pay with a credit card, a 3% credit card processing fee will apply. If an ACH debit payment fails to process, Service Fees plus the 3% credit card processing fee will automatically be charged to the credit card on file. If the Client and the Assigned Care Provider mutually agree to extend the originally requested hours, TNN will process all incremental fees to credit card on file. ACH Debit account will not be used for any incremental fees incurred for extended hours. Client understands and agrees that there is a four (4) hour daily minimum for childcare and family assistant services, a one (1) hour daily minimum for eLearning Aide services, and a twenty (20) hours per week weekly minimum for Private Educators. Sidekick services have a three (3) hour minimum. Client understands an Overtime Rate applies for all services that require more than 40 hours in a week (Monday-Sunday). The Overtime Rate is 1.5x the regular hourly rate, as stated in Exhibit A, for every 0.25 hour scheduled. A holiday rate of 1.5x the regular hourly rate, for every 0.25 hour scheduled, applies on the following holidays: New Years Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving and Christmas Day. TNN shall make reasonable efforts to make Assigned Care Provider Employees available for temporary jobs 24 hours/day and 7 days/week per the terms of this Agreement for back-up child care assignments only; eLearning Aides and Private Educators hours are limited to traditional work schedules. For all same day and next day requests for Services, TNN shall use commercially reasonable efforts to place an Assigned Care Provider Employee in the Client's home within four (4) business hours. TNN shall use all commercially reasonable efforts to fill each Service request promptly and in a manner that as nearly as practicable meets an Client's request for Services as allowed by law. Client understands and agrees that Assigned Care Provider Employees only will provide childcare to children who are six weeks old and older and for a maximum of four children at a time. Client further understands that Private Educators and eLearning Aides provide School@Home services for children who are at least four years old and 5 year old, respectively. Client understands and agrees that TNN may modify this fee schedule with 15 business days prior written notice to Client.

4. **Payment Terms:** TNN will process Client's payment immediately upon booking, in advance of care, once an Assigned Care Provider Client Employee has been reserved and a booking confirmation has been sent. The Service Fees are calculated based on the number of service hours booked. Client understands and agrees that TNN Service Fees are due and payable upon booking, and will be considered delinquent if not paid before the date care is scheduled. If Assigned Care Provider Employee works longer than the booked hours and reports payroll accordingly, Client will be notified and asked to review (and dispute if applicable) within 24 hours. Additional payment will be processed once the schedule change is approved or 24 hours passes, whichever happens first. Unless otherwise stated in this Agreement, all fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement. Client understands and agrees that if any of TNN's fees or portion thereof become delinquent, TNN will charge Client interest on the unpaid amount of the fee, and Client agrees to pay TNN this interest. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .883% per month (ten percent [10%] [annual percentage rate). The unpaid balance will bear interest until paid. Client further understands and agrees that if its account is turned over to an agency or other entity for collection, all fees, costs and interest, including but not limited to attorney's fees and costs, incurred relating to the collection activity will be added to its original balance and

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

5. **Cancellations:** In the event that Client cancels a job after an Assigned Care Provider Employee has been reserved and TNN has notified Client, and with 24 hours' or more notice before the job's start time, Client shall pay a cancellation fee equal to two (2) hours for each cancelled reservation. The Cancellation fee will be charged to the Client's credit card on file and a 3% processing fee will apply. **If Client cancels with less than 24 hours notice, or instructs the Assigned Care Provider Employee to end prior to the scheduled end of shift, Client agrees to pay TNN a cancellation fee equal to the number of hours originally booked for the first day of the reservation.** All job requests and schedule changes must be made directly with TNN's office, and not with an Assigned Care Provider Employee.

6. **Issues and Concerns:** Client agrees to notify TNN of any concerns or complaints it may have regarding TNN's services or its Assigned Care Provider Employees within three (3) days of any incident. If Client does not promptly raise any concerns or complaints, the Parties agree that TNN's service and Assigned Care Provider Employee's services shall be deemed satisfactory.

7. **Valuables:** Clients agree to secure their weapons and valuables, including but not limited to cash, jewelry, and confidential financial and personal information, when an Assigned Care Provider Employee works in an Client's home.

8. **Service Interruptions:** If Assigned Care Provider Employee does not arrive as scheduled, Client agrees to promptly notify TNN so that fees can be adjusted. Although TNN will make reasonable efforts to provide service, Client understands and agrees that service interruptions may occur.

9. **Non-Solicitation:** Client understands and agrees that TNN has incurred considerable expense in advertising, interviewing, recruiting, screening, evaluating, hiring, training, staffing and supervising Assigned Care Provider Employees. Thus, during the duration of this Agreement and for a period of twelve (12) months after the termination this Agreement, Client agrees not to solicit, hire or otherwise engage any Assigned Care Provider Employee who performed work directly for Client or performed work indirectly through another person or entity, for purposes of providing services similar to the Services that TNN provides. If Client directly or indirectly hires or otherwise engages an Assigned Care Provider Employee who performed work for Client during the duration of this Agreement or for twelve months after the termination of this Agreement, Client agrees to pay TNN SEVEN THOUSAND FIVE DOLLARS (\$7,500.00) for each such Assigned Care Provider Employee who Client directly or indirectly hires or otherwise engages.

10. **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, Assigned Care Provider Employees (including but not limited to the qualifications or performance of Assigned Care Provider Employees) it provides to Client. The use of TNN's services is at Client's own risk. Client agrees to indemnify, defend and hold TNN and TNN's owners, agents, Clients, officers, directors, shareholders, attorneys, representatives and affiliated persons and entities harmless against any damages or liability arising out of or in any way in connection with Client's negligence, omissions, conduct or misconduct, including but not limited to any violations of the provisions of this Agreement or the TNN Service Agreement. In no event shall either Party to this Agreement be liable for consequential, incidental, exemplary, punitive, special or indirect damages of any kind against the other Party. Further, a Party's aggregate liability for damages of any kind under this Agreement – excluding the fees, costs and interest related to collections as referenced in Section 4 of this Agreement; the \$7,500 stipulated payment referenced in Section 9 of this Agreement; and the indemnity, defense and hold harmless provision in Section 10 of this Agreement shall be limited to the amount of the fees received by or owed to TNN from Client during the prior twelve months (or fraction thereof if less than twelve months) under this Agreement, 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.

11. **Miscellaneous:** This Agreement shall be governed by and interpreted according to Maryland law. Any action or proceeding commenced regarding this Agreement, the subjects herein, or TNN's services shall be brought in Baltimore County, Maryland. This Agreement is an integrated Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements or understandings between the Parties pertaining to the subject matter of this Agreement. This Agreement may not be modified, waived, rescinded or amended in any manner, except by a writing executed by both Parties which clearly and specifically modifies, waives, rescinds or amends this Agreement. The terms of this Agreement are severable. The invalidity or unenforceability of any provision in 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 may be reformed and, as reformed, enforced by any Party to this Agreement. No Party to this Agreement shall assign or transfer this Agreement or any interest herein without the prior written consent of the other Party. Failure or delay of any Party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of any other right, remedy, power or privilege. Each Party to this Agreement 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. 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. This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Such counterparts, when taken together, shall constitute but one agreement. The section captions contained in this Agreement are for convenience only and do not constitute a part of its terms and provisions.

12. **Term and Termination:** Either Party may terminate this Agreement with 30 days prior written notice to the other Party. However,

to the maximum extent permitted by law, TNN in its discretion may terminate the Agreement immediately, verbally and without notice if (1) Client or individuals in Client's home becomes abusive to an Assigned Care Provider Employee; (2) TNN cannot meet Client's needs; (3) an Assigned Care Provider Employee's work environment is unsafe or unhealthy; or (4) Client fails to pay TNN's fees pursuant to this Agreement.

Client agrees to pay TNN all fees, charges and costs in full at the time of the Agreement's termination. Sections 3, 4, 9, 10, 11 and 12 of this Agreement shall remain in effect even after termination of this Agreement. By executing this Agreement, the Parties represent and warrant that they have carefully read this Agreement, fully understand its final and binding effect, and agree to all of the Agreement's terms and conditions. The signatories below represent and warrant that they have the authority to enter into this Agreement for the Parties.

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Signature: _

Date ____

EXHIBIT A

SERVICE FEES



Short-term Temporary Bookings | 1-day to 8-week Requests

Please note: a credit card processing fee equal to 3% of the total fees will be added to all credit card payments. ACH debit payments are also accepted + no surcharge applies.



In-Home Child Care Services

“Nanny”, “Family Assistant”

Nanny (4-hour minimum)

- For 1-2 children \$31.75/hr
- Additional charge for each additional child (max 4 children) \$1.00/hr

Family Assistant (4-hour minimum)

- For 1-2 children + other household chores \$34.25/hr
- Additional charge for each additional child (max 4 children) \$1.00/hr
- Additional errand fee (daily fee) \$10.00/day



Homework Help + Tutoring Services

“eLearning Aide”, “Private Educator”

eLearning Aide/Homework Helper (virtual, 1-hour minimum)

- For 1 child (age 5 and up) \$40.00/hr
- Additional charge for each additional child (max 4 children) \$10.00/hr

Private Educator (in-home, 20-hour weekly minimum)

- For 1 child (age 4 and up) \$60.00/hr
- Additional charge for each additional child (max 4 children) \$10.00/hr



In-Home Household Management Services

“Sidekick Shorty”

Sidekick Shorty

- Laundry, organizing, errands, simple meals (3-hour minimum) \$34.25/hr
- Additional errand fee (daily fee) \$10.00/day

An **Overtime Rate** applies for all services that require more than 40 hours in a week (Monday-Sunday). The rate is **1.5x the regular hourly rate** for every 0.25 hour worked. A **1.5x holiday rate** also applies to services provided on New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving and Christmas, on the date such holiday is observed by the United States Federal Government.

Booking Fees are charged at the time a provider is confirmed, in advance of care. **If a job is canceled with more than 24 hours notice, a 2-hour cancellation fee will apply (\$63.50+)**, as communicated in the service agreement. **If a job is canceled with less than 24 hours notice, a 4-hour cancellation fee will apply (\$127+).**

Please be aware **agency services do not include any deep cleaning, heavy lifting, or transportation** of any kind.

Exhibit B

Health Protocols

TNN may be unable to provide in-person Services under the following circumstances:

- Client or a member of Client's household has tested positive for an infectious disease.
- Client or a member of Client's household was in recent, close contact with a confirmed case of an infectious disease
- Client or a member of Client's household has been directed by health authorities, school, or an employer to self-quarantine
- Client or a member of Client's household is exhibiting cold or flu like symptoms such as fever, cough, or shortness of breath