



MY SPANISH NANNY

NANNY PLACEMENT AGREEMENT

Terms and Conditions

This is an agreement for referral, placement and consulting services relating to employment of a child-care professional between My Spanish Nanny and _____ is effective as of _____

1. NANNY SELECTION PROCESS

- ✔ Contact and provide us with your expectations and requirements.
- ✔ Within a maximum of 15 days we will send your matched nanny profiles.
- ✔ Choose the right one and we will contact her.
- ✔ **Payment of searching fees 500€.**
- ✔ We arrange an agreement between family and nanny.
- ✔ The contract and payments with the nanny are in charge of the family
- ✔ **Final payment: equivalent to the nanny's monthly salary.**

2. PLACEMENT WARRANTY

For full time placements, the Agency provides a one-year (365 day) guarantee period, during which time period the Agency, if the below criteria are met, will assist the family in replacing their nanny two times. During the period prior to Client's hire of a Family Care Provider, trial engagements will be conducted for Family's evaluation of Family Care Provider candidates. The Client shall pay the Family Care Provider directly for these trial engagements

3. EMPLOYMENT CLAIMS

The Client is the employer of the nanny and is responsible for all employment related wage and tax compliance. The Client understands that the Agency is not the employer and has no employment relationship with the nanny. The Client cannot hold the Agency responsible and releases them of any liability that may occur as a result of directly hiring and paying the nanny in their employment, including, but not limited to any and all liability, losses claims, damages or expenses (including attorney's fees and

disbursements) which the Client may incur as a result of: (a) any claim for wages, benefits, vacation or PTO pay, or unemployment insurance by any nanny that is the Client's direct employee; or (b) any workers' compensation injury sustained by any nanny that is the Client's direct employee. Nanny is NOT covered by the Agency' workers' compensation insurance policies, or any employment policies of the Agency.

4. NON-SOLICITATION OF NANNIES

During the term of any engagement and for 12 months following termination of the engagement, Client may not engage, hire, solicit to hire or solicit to engage, directly or indirectly, or refer to a third party to hire or engage, any nanny introduced to you or that provided services to you, without the express written permission of the Agency and payment of the fees set forth below. This provision shall survive the expiration or termination of this Agreement.

Parent may not make any private agreement with a nanny or take any action which is inconsistent with this Agreement, or which has the effect of avoiding any of the obligations of this Agreement. Any violation of this provision requires a payment of an additional fee of \$2,500.00 as liquidated damages. Private agreements and actions include, but are not limited to, actions that would enable Client or any other person to avoid payment of the Application Fee and/or Placement Fee due to the Agency such as employing the nanny directly and outside of the Agency.

5. INDEPENDENT CONTRACTOR

In performing its services hereunder, the Agency shall act in the capacity of an independent contractor, and nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one party and the other party's employees or agents. Agency will not represent itself as an employee, agent or legal representative of Client at any time for any purpose whatsoever, and Agency will not at any time have the authority to bind, incur any liability, or otherwise act on behalf of Client.

6. ACKNOWLEDGEMENTS

Both parties acknowledge and agree that the parties are (a) executing this Agreement voluntarily and without any duress or undue influences; (b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement.



MY SPANISH NANNY

HIGHLY TRAINED



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