



(216) 776-2669
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P.O. Box 391532
Solon, Ohio 44139

Client Service Agreement for Families

This CLIENT SERVICE AGREEMENT between _____, with an address of _____ and an email address of _____ (collectively, “Client” or “you”), and Ridler Care Source LLC *dba* The Nanny Connection, with an address of P.O. Box 391532, Solon, Ohio 44139 (“Agency” or “we”) is entered into on the last date written below.

1. PURPOSE OF AGREEMENT

Client desires either to hire a long-term or ongoing childcare provider, otherwise known as a nanny, or to participate in Agency’s on-call babysitting service, or to do both. Agency is a referral agency only and desires to assist Client in recruiting, locating, qualifying and placing candidates to serve as a nanny or on-call babysitter for Client.

2. SERVICES

A nanny is a person employed by Client to provide a full range of care for Client’s child(ren) on what is usually a consistent, weekly and/or daily basis, whether part-time or full-time, and who is usually a part of the child(ren)’s growth and development. In the case of long-term or ongoing nannies, Agency’s role will be to use its best efforts to recruit nanny candidates who are satisfactory to Client for placement with Client. Agency will present candidates and arrange interviews between Client and nanny candidates who have met certain obligations required by Agency, and Client will select a candidate satisfactory to Client.

A babysitter is a person employed by Client to take charge of Client’s child(ren) while the Client is temporarily away during the day, evening, weekend or overnight, whose services are typically confined to onsite supervision, preparing meals, bathing the child(ren) as requested, transportation to and from school and activities, washing dishes, and cleaning up after the child(ren). In the case of babysitters, Agency’s role will be to include Client in its on-call babysitting service membership, and to use its best efforts to recruit babysitting candidates who have met certain obligations required by Agency and are satisfactory to Client for placement with Client. Client may request that a certain babysitter, if known to Client, be or not be placed, and Agency will attempt accommodate that request, but otherwise Agency will place a babysitter from its list of candidates.

Client understands that for the convenience of Agency and Client, Agency may present nanny candidates and arrange interviews between Client and candidates prior to Agency determining whether any candidate has met both Agency’s obligations and Client’s expectations. Agency does not guarantee placement of a candidate with Client. Client understands that Agency uses its best efforts to conduct reference checks, interview candidates and pair them with Client based on preferences and location, and to ensure all candidates undergo screening for criminal history, driving records, work history, CPR certification, first-aid certification as part of its candidate application process; but that Agency is not and cannot be held responsible

for errors, omissions, incorrect information or withheld information; and that Client has sole discretion as to whether to accept a nanny or babysitting candidate. Client understands that Agency does not employ, oversee the work of or otherwise engage nannies or babysitters, and only operates as a referral service for Client's convenience.

3. FEES

A. NANNIES. In all nanny searches, a **nonrefundable** search fee must be paid and Client's credit or debit card information must be given immediately upon the signing of this agreement. The fee amount will be in accordance with the options chosen on the schedule of packages appended to this agreement (the "Package Selection Form"), which schedule is incorporated herein. In the event of a nanny share, each family pays a search fee, the placement fee is split between two families. This search fee is good for three months or two searches maximum, whichever comes first. If Client is unresponsive to Agency for 48 hours from Agency's last communication with Client, Agency will assume the Client has suspended the search. Client may also suspend a search at any time, for any reason, but any searches suspended by the Client qualify toward the two-search and three-month maximums provided for herein. If in Agency's reasonable discretion Client significantly changes a job description after a search has started (for example only, changing the basis from part-time to full-time), the search will be considered a new search and the applicable search fee shall be charged for the new search. Agency and Client will then engage with nanny candidates in Agency's assessment, interviewing and placement process. Client is responsible for notifying Agency when a nanny accepts an offer from Client, verbally or in writing, for nanny work. The offer includes start date, rate of pay and guaranteed amount of hours.

I. LONG-TERM NANNIES. A long-term, full-time nanny is one who is engaged to work for at least 40 hours per week, including down time. A long-term, part-time nanny is one who is engaged to work for 30 to 40 hours per week, including down time. Expected commitment time of a long-term nanny is typically one year or more. Within 24 hours of a nanny accepting a verbal or written offer from Client, Client agrees that Agency will charge against Client's credit or debit card a one-time, **nonrefundable** placement fee for a full or part-time long-term nanny. The fee amount will be in accordance with the options chosen on the Package Selection Form.

Long-term placement includes a maximum of two trial days with a referred nanny candidate to which the Client is considering making an offer. A trial day is a period of more than two hours of a day during which the nanny candidate is with the Client (or the Client's child(ren)), or any period of time on a day during which the nanny candidate is with the Client's child(ren) without the Client (or any person constituting the Client) present. The nanny is to be paid for trial days at the minimum hourly rate advertised with Client's prior approval. All interviews and subsequent meetings/trial days must be scheduled through the Agency.

If Client is in need of temporary child care while searching for a long-term nanny, client may join the on call service and have care provided by Agency on-call babysitters, subject to availability. Pay to the sitter shall be no less than \$20 per hour for up to one child, \$2 more each additional child, with a four-hour shift minimum or equivalent pay, as well as reimbursement for the babysitter's preapproved, reasonable, out-of-pocket expenses, such as mileage reimbursement, meals, admission charges and the like. Client is responsible for the payment, by cash, check or electronic method, directly to the babysitter, of the babysitter's hourly rate. We will charge against Client's credit or debit card a nonrefundable booking fee of \$20 each day an Agency sitter provides care if booked outside of 48 hours, \$45 if within 48 hours. If a nanny is placed with the family, the on call membership as part of the placement will be extended by the term included in the package chosen.

If Client or nanny terminates the nanny's relationship with Client within the applicable time period from the nanny's first day of employment based on the package chosen, Agency will give additional candidate

referrals to Client, provided Client has complied with all aspects of the agency contract and nanny/family agreement, without charging an additional referral fee. A copy of the signed nanny/family agreement must be provided to the Agency prior to receiving these additional candidate referrals. If Client requires additional services from Agency the applicable time period from the nanny's first day of employment, Client agrees we may engage in a new assessment, interviewing and placement process and operate under the terms of this agreement. Client agrees to keep Client's credit or debit card information current with Agency, and Agency agrees to hold that information in strict confidence. Client irrevocably permits us to charge Client's card according to this agreement.

If Nanny accepts an offer from Client as defined above, and Client unilaterally terminates Nanny's employment prior to the agreed upon start date, family will pay Agency, as a reasonable penalty, the equivalent to two weeks of the Nanny's initial pay.

While we may provide guidance to Client based upon our experience, at Client's request, Client is responsible for the negotiation and payment, directly to the nanny, of the nanny's salary, as well as for the negotiation and provision of any fringe benefits at no less than the offered rate advertised with Client's approval.

II. TEMPORARY NANNIES. A temporary nanny is one who is engaged to work full- or part-time for a predetermined period of less than one year. Service fees are dependent on the predetermined time frame. If nanny continues to work with Client ongoing or long-term, beyond the predetermined time frame, applicable service fees will be charged to the Client's credit card on file.

III. SUMMER NANNIES. A full-time or part-time summer nanny is one who is engaged to work during the summer months for at least 30 hours per week, including down time. Expected commitment time of a full-time or part-time summer nanny can vary based on Client's needs. When nanny accepts a verbal or written offer from Client, Client agrees that Agency will charge against Client's credit or debit card a one-time, **nonrefundable** placement fee for a full or part-time summer nanny. The fee amount will be in accordance with the options chosen on the Package Selection Form.

B. BABYSITTERS. In the case of on-call babysitters, a **nonrefundable** \$400 annual membership fee must be paid and Client's credit or debit card information must be given immediately upon the signing of this agreement. We will send Client an email notice prior to the expiration of Client's annual membership; Client authorizes us to automatically renew Client's membership unless Client replies to that email notice with instructions to cancel.

In the event we place a babysitter with at least 48 hours' notice, we will charge against Client's credit or debit card a nonrefundable booking fee of \$20. In the event we place a babysitter with less than 48 hours' notice, we will charge against Client's credit or debit card a nonrefundable booking fee of \$45. If a request for placement is canceled before a babysitter is placed, there will be no booking fee charged. If a sitter has already been assigned, or the request is canceled with less than 24 hours' notice, the appropriate nonrefundable booking fee will be charged. For cancellations made with less than 24 hours' notice from the babysitter's start time but prior to the same day of the start time, Client is responsible for paying the sitter for four hours' minimum time unless the Agency is able to secure another shift for the sitter to work. For same-day cancellations by the Client, Client is responsible for paying the sitter for the full shift booked. Client agrees to keep Client's credit or debit card information current with Agency, and Agency agrees to hold that information in strict confidence. Client irrevocably permits us to charge Client's card according to this agreement.

Client is responsible for the payment, by cash, check or electronic method, directly to the babysitter, of the babysitter's hourly rate. The babysitter's hourly rate shall be no less than the greater of (a) \$20 per hour for up to two children, plus \$2 per hour for each additional child or (b) the then-applicable state minimum

wage, with a four-hour shift minimum or equivalent pay, as well as reimbursement for the babysitter's preapproved, reasonable, out-of-pocket expenses, such as mileage reimbursement, meals, admission charges and the like. On New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, the minimum rate shall be the greater of (a) 1.5 times the applicable rate Client has ordinarily paid to the sitter or (b) 1.5 times the then-applicable state minimum wage for up to two children, plus \$3 per hour for each additional child. The overnight rate is no less than \$20 per hour for infant care or, for children aged 1 and above are, one half the applicable hourly rates for 8 hours' time. Client agrees that the rates established in this agreement are merely an inducement for candidates to apply with the Agency, but do not create any employment relationship between a candidate and the Agency.

If Client requires babysitter care while visiting from out of town in temporary housing or in a hotel, Client must provide Client's credit card information prior to Agency searching for a sitter. Once a sitter is confirmed, a nonrefundable booking fee of \$40 will be charged to the credit card on file if booked outside 48 hours, \$50 within 48 hours. Client is responsible for the payment, by cash, check or electronic method, directly to the babysitter, of the babysitter's hourly rate and any additional negotiated benefits. This shall be no less than the greater of (a) \$22 per hour for up to two children, plus \$2 per hour for each additional child or (b) the then-applicable state minimum wage, with a four-hour shift minimum or equivalent pay, as well as reimbursement for the babysitter's preapproved, reasonable, out-of-pocket expenses, such as mileage reimbursement, meals, admission charges, and the like. On New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, the minimum rate shall be the greater of (a) \$33.00 per hour for up to two children, plus \$3 per hour for each additional child, or (b) 1.5 times the then-applicable state minimum wage for up to two children, plus \$3 per hour for each additional child. In the case of care provided at a hotel, the sitter is to be provided (or reimbursed for) valet or paid parking unless otherwise approved by Agency in advance.

4. RESTRICTIONS ON USE OF INFORMATION; LIQUIDATED DAMAGES

Client is responsible for updating Client's email address and other contact information at all times. Agency agrees to disclose to Client all relevant information acquired by the Agency about nanny or on-call babysitting candidates being considered by Client. In the case of long-term or ongoing nannies only, once a nanny has been placed with a Client, the Agency will no longer offer the nanny as a candidate to other families that conflict with Client's schedule during the term of the nanny's employment with Client.

The parties expressly acknowledge that the information prepared and provided by the Agency is confidential in nature and at all times is proprietary information owned by the Agency. Information provided to Client by the Agency is solely for the purpose of selecting a nanny or babysitter pursuant to this Agreement. Client has the responsibility to maintain the confidentiality of all candidates' personal and contact information. Client agrees that Client will not (a) employ any applicant referred by Agency for any position without paying Agency therefor; (b) disclose the names, address, phone number of any candidate referred to Client by Agency to any other party; (c) bring children from outside Client's family into the care of the nanny or babysitter, unless specifically agreed to by Agency; (d) employ any candidate referred by Agency as a nanny or babysitter, unless specifically agreed to and referred to Client by Agency; and (e) refer any candidate referred to Client by Agency to another party for the purpose of employment as a nanny or babysitter. Client agrees that Agency would have difficulty or impossibility proving actual economic damages with specificity in the event the terms of this paragraph are violated, including but not limited to with respect to daily, placement or other periodic ongoing fees that may be earned by Agency based on Client's relationship with a candidate, nanny or babysitter, and so Client agrees to be liable for liquidated damages in the amount of \$6,000 for a breach of any of the terms of this paragraph.

In the event Client does not hire or retain the services of a nanny or babysitting candidate submitted to

Client by Agency, and Client refers the candidate to a third party who hires or retains the services of the candidate, Client will pay to Agency the entire placement fee and any other daily or other periodic ongoing fees under the same terms and conditions as if Client had hired or retained the services of the candidate under this agreement. All referred candidates are considered to be referrals from Agency to Client under this agreement unless, not more than 30 days prior to Agency's referral of the candidate, Client has conducted employment negotiations with the candidate.

5. TERMS AND CONDITIONS; DISCLAIMER

Agency will assist Client for the purpose of recruiting, screening and presenting nanny and on-call babysitting candidates for Client's review. All hiring decisions will be made solely by Client. Client is responsible for verifying all information pertinent to Client's decision to hire or retain the candidate. While Agency employs its best efforts on Client's behalf, Agency does not replace candidate credentials or the performance of any candidate. All liability associated with the hiring decision will be assumed by Client.

The parties agree and acknowledge that any candidate hired by Client will be employed by Client, and not by Agency. Client is responsible for all employment matters, including but not limited to assignment of job duties, working days and hours, salary, fringe benefits, supervision, household rules and management. Client agrees to comply with all state and federal payroll tax laws for household employers. While Agency may provide non-legal advice to Client at Client's request based on Agency's experience on such matters as job duties and expectations, taxation, payroll services and fringe benefits, Agency is not and will not be a party to any agreement between Client and the placed candidates under this agreement.

Client agrees that in no event will Agency be liable or otherwise responsible for any negligent, willful, wanton, reckless, criminal or other action performed by a candidate placed under this agreement. Under no circumstances will Client have the right to make, nor shall this agreement create or give rise to, any direct claims of any kind against the Agency, its officers, directors, owners, shareholders, employees or agents related to the performance, acts or omissions of a candidate, or related to errors and omissions in Agency's investigation, recruitment, screening and presentation of a candidate. The Agency is strictly a referral service for Client's convenience and Client is solely responsible for the selection of the candidate.

To the extent applicable, the parties hereto agree that they shall not unlawfully discriminate against any person with respect to the provision of services and any activities hereunder, including any unlawful discrimination based on a person's protected status, whether that protection be based on a person's race, color, religion, military status, national origin, disability, age, ancestry, gender, sexual orientation, and gender identity or expression, depending on the jurisdiction in which the activity hereunder is being conducted. To the extent applicable, Client agrees it shall abide by all employment-related laws (including but limited to those involving payment, wages, hours, fringe benefits, mandatory abuse or suspected abuse reporting, and discrimination) with respect to the employment of any person interviewed, prospectively employed or employed by Client as a nanny or a sitter.

6. RELEASE; HOLD HARMLESS; INDEMNIFICATION

The Agency is in no way to be construed as employer of any referred candidate. Client, for himself or herself, his or her spouse, his or her child(ren), heirs, executors, administrators and personal representatives ("Releasors"), hereby:

(a) fully and forever releases and discharges Agency, its officers, directors, owners, shareholders, employees or agents, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, made by Client, Releasors or third parties and resulting from or arising out of a referred or placed candidate's, nanny's or babysitter's negligent,

willful, wanton, reckless, criminal or other acts, omissions or conduct (but not those of Agency); and

(b) indemnifies and holds harmless Agency, its officers, directors, owners, shareholders, employees or agents, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, made by Client, Releasors or third parties and resulting from or arising out of any acts, omissions or conduct of the Client, Releasors or third parties of whatever kind or nature whatsoever (but not those of Agency); and

(c) agrees to defend and to pay any costs or attorney's fees as a result of any action brought by or against Agency, its officers, directors, owners, shareholders, employees or agents, resulting from or arising out of any acts, omissions or conduct of Releasors (but not those of Agency); and

(d) agrees that it is the intent of the Client, on behalf of Releasors, that this release and indemnity agreement be in full force and effect at any time after the execution of this agreement.

7. TERMINATION

This agreement shall commence on the date of final signature below and shall continue in existence until terminated by either party hereto. Either party may terminate this agreement upon written notice to the other for no cause; provided, however, that Agency shall be entitled to all nonrefundable, search, placement and ongoing fees agreed to by Client hereunder notwithstanding such termination by Client. Upon termination, all rights and obligations under the agreement automatically terminate except for rights of action occurring prior to termination, payment obligations, obligations of Client related to the employment of nannies and babysitters, and Sections 4, 6, 7 and 8.

8. MISCELLANEOUS

In the event a Client's credit card is declined, the credit card on file must be updated within seven days of Agency receiving notification that payment was declined. If the card is not updated within this period of time, Agency may assess late charges of five percent per day on any unpaid fees due to Agency under this agreement. Agency has the right to suspend or refuse service to Clients for delinquent accounts. In the event either party files suit to enforce the terms and conditions of this agreement, the prevailing party in the resulting litigation is entitled to recover its costs, expenses and reasonable attorneys' fees.

If Client originally uses one Agency service and then requests that Agency provides another service (for example only, Client uses Agency's on-call service and then asks Agency to conduct a long-term search), a separate applicable tiered search fee will apply in accordance with the options existing on the then-current Package Selection Form.

If Agency is required by Client or is required based on the existence of this agreement to provide services other than outlined in this agreement, additional reasonable hourly fees will apply and, on reasonable notice to Client, such fees will be charged to Client's credit card on file or otherwise separately billed.

Client consents to receive communications from Agency electronically, including through emails, text messages, and other communications made available to Client on a desktop or mobile device. Client agrees that all notices, disclosures, and other communications that Agency provides to Client electronically satisfy any legal requirement that such communication be in writing. Agency may also send Client notices at the address provided above, which Client agrees is a proper and valid address for any legal or contractual purpose. If Client provides legal or contractual notice, it must do so by mailing such notice to Ridler Care Source LLC *dba* The Nanny Connection, P.O. Box 391532, Solon, Ohio 44139, by certified mail, return receipt requested.

This agreement contains the entire agreement between the parties and supersedes all previous agreements whether written or oral. This agreement shall be construed as if drafted by both Agency and Client. Agency reserves the right, in Agency's sole discretion, and with or without notice to Client unless required by applicable law, to refuse service; modify, suspend or discontinue the availability of any service; terminate Client's right to use some or all of the service Agency provides; and/or cancel any requested service. Agency periodically reviews and revises its fees and other terms of this agreement from time to time, and if Client continues to use Agency's services after having been placed on notice, or after Agency has used reasonable efforts to attempt to place Client on notice, of such revisions, Client explicitly consents to and agrees to be bound by such revised fees and other terms. A facsimile copy of this agreement may be used as if it bore the original signature of the parties. This agreement will be governed by the laws of the State of Ohio.

(The signature page follows.)

CLIENT:

Name: _____

Print name:

Sign: _____

Sign name:

Date

RIDLER CARE SOURCE LLC *dba* THE
NANNY CONNECTION:

By (print name): Melissa Ridler

Its: Authorized Agent

Date

INITIAL _____



Package Selection Form

Appendix to Client Service Agreement for Families

This form is for Clients selecting a Nanny Placement Package. Please indicate your package choice:

- _____ Standard Package
- _____ Enhanced Package
- _____ Premiere Package
- _____ Summer Nanny
- _____ N/A (Only using Temporary or Babysitting service only)

Description of current package offerings as follows:

	Standard	Enhanced	Premiere	Summer	
Initial Search Fee	\$300.00	\$400.00	\$500.00	\$300.00	
Placement Fee	\$3,000.00	\$4,000.00	\$5,000.00	\$300.00	
Replacement period	30 Days	60 Days	90 Days	1 Week	* Only 1 replacement search
Working interview/trial (up to 2 candidates per search)	4 hrs	8 hrs	16 hrs	4 hrs	* daily booking fee applies for additional hours *Family pays nanny per service agreement
Nanny/Family Agreement & additional resources	Agreement Summary Points provided	Full Agreement Template Consultation and assistance finalizing signed agreement Performance Evaluation Form	Full Agreement Template Draft agreement developed and revised with assistance in finalizing signed agreement Performance Evaluation Form Nanny/Family Handbook	Abbreviated Summer Agreement	
Back-Up/Babysitting	90 days	6 months	1 year +5 free daily booking fees/year	Term of Placement	* Family pays sitter per service agreement
Background Checks for hired candidates	SSN & Address Verification, Sex Offender Checklist, Terrorist Watchlist (OFAC), National Criminal Database Search and Security Check, County Criminal Record Check, and Motor Vehicle Check	Standard + 5 Panel Drug Screen	Enhanced + 10 Panel Drug Screen + Federal Records Search	SSN & Address Verification, Sex Offender Checklist, Terrorist Watchlist (OFAC), National Criminal Database Search and Security Check, County Criminal Record Check, and Motor Vehicle Check	* Nanny screening includes a phone and an in-person interview, employment verification, reference checks, social media review, and are required to be CPR/FA certified in infant/child prior to working with family*
INA Nanny Skills Assessment	N/A	Included	Included Professional development consultation	N/A	* Skill assessments up to final 2 candidates * For hired candidate only
Nanny Training Program	N/A	N/A	Professional Nanny Certificate Course	N/A	* For hired candidate only

CLIENT:
Print Name: _____

Date _____

Signature: _____

INITIAL _____