

Search Agreement and Fee Schedule

This Agreement is made this ____ day of _____, 2014 between Nanny Connections, LLC ("Company") and _____ ("Client"). The purpose of this Agreement is to set forth the obligations of the Parties with respect to Placement Services provided by the Company to the Clients. All Parties agree that this Agreement is construed in accordance with, and is governed by, the laws of the State of Tennessee.

Definitions

"Candidate" means a qualified person, who has submitted a Profile to the Company prior to or during the Agreement, able to perform Childcare Services for the Client.

"Childcare Services" means those services provided to a Client Family, agreed upon between the Client and a Candidate.

"Client" means _____ and _____. The home address of the Client is:

"Client Family" includes the Client, _____ and _____,

and their minor children _____, _____, _____,

and _____.

"Company" means Nanny Connections, LLC, a Company that provides Placement Services to a Client/Client Family.

"Live In" means a Candidate who provides Childcare Services while residing with the Client/Client Family.

"Live Out" means a Candidate who provides Childcare Services while not residing with the Client/Client Family.

"Placement" means the acceptance, either written or verbal, of an offer of Childcare Services to be provided by a Candidate to the Client/Client Family.

"Placement Services" means the advice of, referral to, or consultation about Candidates who can perform Childcare Services for a Client/Client Family.

"Profile" means demographic, professional, or other information submitted by a Candidate to the Company for purposes of securing Placement with a Client/Client Family.

Nanny Connection, LLC Services

The Company will, at the Client's request, conduct a search for Candidates to fill the position of:

The Company will seek out, selectively recruit, research, and pre-screen appropriate and qualified Candidates for the Client.

The Company will conduct reasonable background investigations of each Candidate presented to the Client **prior to Placement**. Exhibit A, attached hereto, sets forth the standard investigations performed by the Company with respect to each Candidate, as well as optional investigations, for an additional fee, that the Client can elect. Client must specifically request any optional investigations prior to Placement.

The Company will advise the Client, at the Client's request, on negotiation of employment terms and conditions. Standard terms and conditions may include salary, starting date, daily duties, days off, vacations, holidays, relocation packages and benefits.

FEE SCHEDULE

Retention Fee for Permanent and Short Term Searches

Client will pay Company a **non-refundable** fee of USD \$200.00 prior to the commencement of Placement Services. This fee, combined with the execution of this Agreement, initiates Placement Services and valid for one year.

Permanent Placement Fee

When Candidate and Client agree on Placement, Client agrees to pay Company a fee of USD \$1,500.00 for a Full Time Candidate, a fee of USD \$1200.00 for a Part Time Candidate, or a fee of USD \$1800.00 for a Live In Candidate. This fee is due within 5 days of Placement, regardless of start date.

If this fee is not paid to Company within 5 days of Placement, Company maintains the right to submit Candidate to interview for and/or accept other Placements.

Please be advised, caregivers sometimes register with more than one agency. If, utilizing the services of another agency in addition to Nanny Connections, the agency that first introduces you to a caregiver is the one entitled to placement fee.

Short-Term Placement Fee

If Client and Candidate agree on a Placement for a short-term, defined as 120 days or less, Client agrees to pay Company a Fee of USD \$500.00 for a Live-Out Candidate, or a fee of USD \$700.00 for a Live-In Candidate. This Fee is due within 5 days of Placement, regardless of start date.

If the Placement exceeds 120 days, the Placement will no longer be categorized as short-term and the Client agrees to pay Company the Placement Fee. The Client will pay an additional Fee as stated above. This Fee is due within 125 days of the start date of the Placement.

Nanny On Call Program and Fee Schedule

If Client and Candidate agree on a Placement for a Nanny On Call term, defined as 1-5 days or less, Client agrees to pay Company a Fee of USD \$25.00 for each Nanny per day each time it uses on-call services. If Client chooses to pay the \$150.00 Yearly Membership fee Client agrees to pay Company a Fee of USD \$15.00 for each Nanny per day each time it uses on-call services. This Fee is due immediately after Client and Candidate agree on Placement and will be charged to Client's credit card. This fee is non-refundable.

- If such on-call term turns into a permanent or short-term placement, as defined above, Client shall immediately pay Company its' placement fee.
- The Client hereby acknowledges that it may **NOT** use the same Nanny for additional nanny services referred by Company on a subsequent occasion without paying the above-referenced fee to Company and agrees to contact Company directly **each** time they require Nanny On Call services.
- Client agrees to pay the Nanny for at least a four-hour minimum regardless of actual hours worked.

Replacement Guarantee

If Client pays all Fees to Company within 5 days of Placement, Company will guarantee Placement Services to Client for a period of 6 months from the date of Placement. If, within 6 months of Placement, Client or Candidate terminates their mutual arrangement for Childcare Services, Placement Fee is not refundable, although Company will use all reasonable efforts to obtain one replacement Candidate for the Client at no additional Fee. If Client or Candidate terminates their mutual arrangement for Childcare Services after 6 months and up to 1 year of placement, Placement Fee is not refundable, although Company will use all reasonable efforts to obtain one replacement Candidate for the Client at 50% of the original Placement Fee.

Extended Replacement Guarantee

For an additional fee of USD \$200.00, Company will use reasonable efforts to obtain one replacement Candidate for the Client **up to 9 months** of Placement. For an additional fee of USD \$400.00, Company will use reasonable efforts to obtain one replacement Candidate for the Client **up to 12 months** of Placement. Extended Replacement Guarantee Fees must be paid with the Placement Fee. Extended Replacement Guarantee Fees cannot be paid after the Placement has begun.

No Replacement

Notwithstanding the foregoing, the Company will have no obligation to seek a replacement Candidate if payment of Placement Fee was not received by Company on or before the start date of the Placement or if the job description changes from the original search based of the Family Questionnaire provided to Company.

Non-Solicitation

During the term of this Agreement, and for a one (1) year period thereafter, the Client hereby agrees not to obtain Childcare Services from any Candidate introduced to the Client/Client Family by the Company. Client also agrees not to refer any Candidates introduced by Company to a 3rd party for Childcare Services.

Agreement Fulfillment

Client is solely responsible for final selection of a Candidate.

Client is responsible all Federal and State tax obligations which may arise out of business relationships between Client and Candidate. Client fully acknowledges that no Candidate is an employee of Company nor has a business relationship with Company.

Client is solely responsible for complying with all laws and regulations governing its business relationship with Candidate, including but not limited to: all wage and tax laws, workers compensation laws, independent contractor laws, and other employer/employee matters. Company strongly recommends that Client seek counsel of its advisors regarding such matters. If Client desires, Company can provide contact information for third party contacts that offer assistance with business relationships.

Indemnification

Client agrees to indemnify and hold harmless Company, its agents, successors, assignees, contract employees, directors (collectively referred to as "Company Indemnities"), except in the case of Company Indemnities' negligent or willful misconduct, as to third parties from and against any and all causes of action, claims, damages and/or demands of whatever type (including reasonable costs and attorney fees) arising out of this Agreement. Company is not liable for the acts and/or the omissions of any Candidate. Company is not liable for any claims, regardless of the nature of the claim, made by a Candidate against Client/Client Family, and Client hereby agrees to indemnify and hold Company harmless from any all such claims.

The parties agree that any action arising out of this Agreement should be filed in the District Court for the city of Franklin, County of Williamson and State of Tennessee.

Termination

This agreement may be terminated at anytime by either party via delivery of written notice to either party. Client is responsible for all Placement Services costs incurred prior to Placement, or all Fees, including Placement and Short-Term, following Placement. Any outstanding balance must be paid to Company by Client at Termination. A facsimile copy or photocopy of this Agreement containing facsimile copies or photocopies of the signatures or initials of any party will be binding.

Exhibit A

Standard Investigations Included

1. Motor Vehicle Report
2. Social Security Trace
3. Verification of References
4. Verification of authorization to work in the United States
5. Criminal Background Checks

Optional Investigations at Additional Cost

1. Drug Testing

I/we have read and understand this Agreement, and agree with all terms and conditions herein.

Client

Name(s): _____

Signature: _____

Date: _____



Name on Card:

Type: Visa or MasterCard

Account Number:

CVC Code (last three digits on back of card):

Expiration Month:

Expiration Year:

___ I authorize Nanny Connections, LLC to charge a non-refundable Permanent or Temporary search deposit fee of \$200.00 to my credit card and agree to all terms and conditions of this contract and confirm by signing below.

NANNY ON CALL SERVICES

I authorize Nanny Connections, LLC to charge:

___ a non-refundable One Year Membership Fee of \$125.00 and \$15.00 per day for 'Nanny On Call' Services to my credit card and agree to all terms and conditions of this contract.

___ a non-refundable fee of \$25.00 per day for 'Nanny On Call' services to my credit card and agree to all terms and conditions of this contract.

REFERRAL PACKAGES- You must be a member to purchase packages

___ 5 'Nanny On Call' Referrals for \$65.00

___ 10 'Nanny On Call' Referrals for \$135.00

___ 15 'Nanny On Call' Referrals for \$200.00