

Stanford Park Nannies Referral Agreement

1. The undersigned client(s) (referred to herein as "Client" whether singular or plural) and Stanford Park Nannies, LLC ("Agency") enter into this Stanford Park Nannies Referral Agreement (the "Agreement"). Pursuant to the terms of this Agreement, Client seeks to retain Agency to make reasonable efforts according to applicable law to assist Client in finding a person or persons ("Candidate") to provide in-home family or domestic services. However, Client understands and agrees that signing up with or paying Agency does not guarantee that Agency will find a suitable Candidate for Client.

2. In the event Client employs or otherwise engages the services of a Candidate referred or introduced by Agency to Client, at any time, including at any unspecified future date, Client agrees to pay Agency a Referral Fee pursuant to the terms of this Agreement. *Client agrees to pay Agency a Referral Fee for each Candidate Client elects to employ.*

The amount of the Referral Fee will depend upon the nature and duration of the employment arrangement or other engagement based on the following conditions and definitions, and Client agrees to pay Agency as follows:

Fee Schedule:

Registration Fee \$150

Long-Term, Full Time – 15% of total gross annual compensation (\$3,000 minimum)

Long-Term, Part Time – 15% of total gross annual compensation (\$1,500 minimum)

Temporary / On-Call – 30% of ongoing gross compensation (\$25.00 per day minimum)

Baby Nurse – 25% of gross wages

Definitions:

Long Term – Continuous employment for 180 days or more

Full Time – Average employment 30 hours or more per week

Part Time – Average employment 29 hours or less per week

Temporary – Employment fewer than 180 days

Gross Compensation- all compensation in whatever form, including hourly wages and salary paid prior to any/all deductions. Gross annual compensation is calculated by weekly compensation multiplied by 52, or monthly compensation multiplied by 12, regardless of length of contract.

All fees must be paid no later than when a referral by Agency results either directly or indirectly in the engagement or employment by Client of a Candidate referred to Client by Agency. **All fees are non-refundable**, earned in full, and due and payable according to the terms of this Agreement.

Temporary/On Call Fee Collection:

Once Agency assigns a candidate to Client's booking, Client agrees to pay Agency the full, non-refundable Temporary Referral Fee by credit card. If the Candidate's hours or compensation increase during Temporary / On-Call assignment, Client agrees to inform and pay Agency for any additional hours or compensation using the applicable formula noted above and according to the terms of this Agreement. If Client cancels the booking the cancellation fee will correspond to the original Temporary Referral fee. If Client cancels the booking within 48 hours of the scheduled booking time, Client also agrees to pay the Candidate directly for 4 hours of the Candidate's hourly rate.

Term Conversion

If Client chooses to hire or otherwise engage a Candidate in a long-term capacity, Agency will allow Client to apply Temporary Referral Fees Client has paid Agency for that Candidate within the 30 days prior to Client's hiring or engaging the Candidate in a long-term capacity, up to a maximum of \$1,000, toward Agency's long-term referral fee.

Long Term Fee Collection:

The Referral Fee will be due and payable by personal check immediately following oral or written acceptance of an oral or written employment offer to a candidate. Client further agrees to provide Agency with a valid credit card, and understands and agrees that Agency shall charge Client's credit card for all fees and charges owed to Agency if Client fails to pay all fees and charges in a timely manner according to the terms of this Agreement.

3. Upon fulfillment of the following conditions, subject and limited to the terms of this Agreement, if Client notifies Agency in writing that the initial **Long-Term** Candidate left Client's employment within 365 days of the first day of placement with Client, Agency will provide a credit to Client to be used toward 1 future long term search as follows:

- Within 1-60 days: Credit of 75% of the Referral Fee paid to Agency for the Candidate.
- Within 61-120 days: Credit of 50% of the Referral Fee paid to Agency for the Candidate.
- Within 121-365 days: Credit of 25% of the Referral Fee paid to Agency for the Candidate.

Subject to the terms of this Agreement, all credits will be valid for 90 days from the employment separation date and will be applied toward one **Long-Term** search, whether or not that search results in a hire. **The Agency does not refund or transfer fees or credits under any circumstances.**

Agency's obligation to provide the aforementioned credits is expressly conditioned on Client's (1) satisfaction of all of its obligations under this Agreement, including but not limited to payment of all Agency's fees and charges in a timely manner; (2) providing a written Work Agreement between Client and the Candidate to Agency prior to the Candidate beginning employment with Client; (3) abiding by all applicable laws; (4) not engaging in any acts of moral turpitude; (5) not materially changing the Candidate's job duties or compensation. Determining compliance with these conditions is in the sole and absolute discretion of Agency. If Client fails to satisfy all of these aforementioned conditions, Agency shall have no further obligations to Client.

4. Agency will be responsible for the cost of the mandatory California Trustline Background Check. This process will begin upon Candidate's acceptance of a Long-Term offer of employment. In addition to TrustLine, according to applicable law, Agency will conduct a court record search for criminal convictions in Candidate's county(s) of residence for the previous seven years, a DMV report and a Social Security Scan. All searches will be conducted at Agency's expense prior to the Candidate commencing employment. Temporary candidates will have completed one or both of the above checks.

5. **Client agrees to preserve in confidence the identity of and information about all Candidates referred by Agency** to Client, and the contents of any files or documents forwarded to Client for purposes of review. Client understands and agrees that it will use all such information only in conjunction with Agency's referral services and for no other purpose. Client further understands and agrees that all such files and documents remain the property of the Agency, and that Client will not copy the contents of the files and documents, in whole or in part, and, upon Agency's request, will return the files and documents promptly to Agency. If Client discloses any information about a Candidate to a third party, and acting on that information the third party subsequently employs or otherwise engages the Candidate without compensating Agency its full Registration Fee, and full Referral or Temporary Referral Fees, respectively, Client will be liable and agrees to pay Agency its full Registration Fee, and or Referral or Temporary Referral Fee, respectively as if Agency had placed the Candidate with a client.

6. This agreement is between Client and Agency only. No Candidates are a party to this Agreement, nor will Agency be a party to any agreement, including an employment agreement, that may be made by and between Client and a Candidate. Additionally, Client understands and agrees that the Candidate's work schedule and the method, manner and means of employment, and any other terms and conditions of employment, will be determined by Client and the Candidate. Agency will not be responsible for the Candidate's direction, supervision, control or compensation, and Agency is not the Candidate's employer or co-employer with Client. Rather, Client will be solely responsible for the Candidate's direction, supervision, control and compensation, and Client understands and agrees that it is the Candidate's employer. Accordingly, Client understands and agrees that it will be responsible for all employer related taxes, withholdings, obligations and requirements according to applicable law.

7. **Disclaimer/Waiver/Hold Harmless/ Limitation of Liability**

Agency assumes no liability or responsibility for, and makes no representations or warranties about, any information services, Candidates, or referrals it provides to Client. Client understands and agrees that Client's use of Agency's services is at Client's own risk. Except as specified herein, Agency does not provide and disclaims any express or implied guarantees or warranties to Client. Agency does not employ or exercise control or discretion over Candidates and disclaims all responsibilities for Candidates' conduct or omissions. By signing this document, Client hereby waives and releases Agency and its owners, agents, employees, officers, directors, attorneys, representatives and affiliated entities from all liability, including but not limited to liability arising from negligence, or the actions of any third party (including but not limited to Candidates or anyone referred to Client by Agency), arising under law or otherwise.

This Agreement does not govern claims that cannot be released by private agreement or that cannot lawfully be waived. In addition, this Agreement does not limit either party's right, where applicable, to file, cooperate with or participate in an investigative proceeding of any governmental entity, or to file charges that do not seek personal relief for released claims with any governmental entity.

Additionally, Client shall indemnify, defend and hold Agency and its owners, agents, employees, officers, directors, representatives, attorneys and affiliated entities harmless against any damages or liability whatsoever arising out of or in any way in connection with the interviewing, selection, employment, or association of a Candidate or other person referred to Client by Agency, regardless of how, when, or where any damages or liability was incurred.

Finally, in no event shall either party to this Agreement 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 shall be limited to the amount of the Referral Fee received by or owed to Agency 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.

8. This Agreement shall be governed by and interpreted according to California law. Any action or proceeding commenced regarding this Agreement shall be brought in San Mateo County, California.

This Agreement constitutes the entire agreement between Agency and Client and supersedes all prior oral and written agreements between Agency 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 Agency.

The terms of this Agreement are severable and may be reformed. 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.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Failure or delay 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. Neither party to this Agreement 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 to this Agreement against one another relating to the subject matter of this Agreement.

The parties to this Agreement certify, represent and warrant that they have carefully read this Agreement, that they understand its final and binding effect, and that they agree to all of its terms.

X _____ X _____
Client Signature Date Stanford Park Nannies, LLC Date

Client Name, printed

Credit card information is required as a guarantee of payment, regardless of payment method.

Visa Mastercard American Express (check one)

Card Number: _____ Expiration Date: ____/____/____

Please complete and return with Family Profile to begin your search:
Stanford Park Nannies, 1050 Chestnut St., Suite 202-D, Menlo Park, CA 94025
Phone: 650-462-4580 ● Fax: 650-462-4585 ● e-mail: info@spnannies.com