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Applicant Agreement

SoCal Nannies (“SCN”) and _____ (“Applicant”) hereby enter into this Applicant Agreement (the “Agreement”).

1. **Referral Service:** Applicant understands and agrees that SCN is acting as a referral service. SCN will make reasonable efforts according to applicable law at no cost to Applicant to refer Applicant to SCN’s clients seeking nanny, babysitting, newborn care, or other domestic services. However Applicant understands and agrees that SCN does not guarantee Applicant’s referral, placement, employment, compensation, or terms of employment. In consideration for SCN’s referral services, Applicant agrees to the terms and conditions of this Agreement.

2. **SCN Is Not Applicant’s Employer:** SCN is not a party to any agreement made between a SCN client and Applicant. Applicant understands and agrees that Applicant’s work schedule and the method, manner and means of employment, and any other terms and conditions of employment, will be determined by the client and Applicant. SCN will not be responsible for Applicant’s direction, supervision, control or compensation, and SCN is not Applicant’s employer or co-employer with the client. Rather, the client will be solely responsible for Applicant’s direction, supervision, control and compensation, and **Applicant understands and agrees that the client is Applicant’s employer.** Accordingly, Applicant understands and agrees that he or she will be responsible for all employee related wages, taxes, withholdings, obligations and requirements according to applicable law.

3. **Requirement to Contact SCN:** Applicant understands and agrees that if SCN refers Applicant to a client, Applicant will immediately notify SCN if the client hires or otherwise engages Applicant’s services.

4. **Confidential Information:** Applicant understands and agrees that, to the maximum extent allowed by law, all information and materials Applicant receives from SCN about its clients are to be kept strictly confidential and are to be used only in conjunction with SCN’s referral services. Similarly, to the maximum extent allowed by law, Applicant agrees not to disclose SCN’s confidential, trade secret or proprietary information.

5. **California Civil Code Sec. 1812.5095 and California Unemployment Insurance Code Sec. 687.2 Disclosures:** Applicant understands and agrees with the following:

SCN will attempt to refer Applicant to its clients for nanny, babysitting, newborn care, or other domestic services. The client will pay SCN’s referral fee. Applicant is free to sign an

agreement with other employment agencies and to perform domestic work for persons not referred by SCN.

Applicant will inform SCN of any restrictions on hours, location, conditions, or type of work Applicant will accept, and Applicant is free to select or reject any opportunity offered by SCN. Applicant is free to re-negotiate with the person hiring him or her the amount proposed to be paid for Applicant's work.

Applicant did not and will not receive training from SCN with respect to the performance of his or her work. Applicant will perform his or her work without any direction, control, or supervision by SCN, and SCN does not provide tools, supplies or equipment necessary for Applicant to perform his or her work.

Applicant is not obligated to pay SCN's referral fee, and SCN is not obligated to pay Applicant if the client does not pay Applicant for his or her services. Payments from the client will be made directly to Applicant. Applicant's employment with a client may be terminated either by Applicant or the client, but not by SCN. However, SCN may decline to make additional referrals to Applicant, and Applicant may decline to accept a particular referral from SCN.

SCN has informed Applicant and Applicant understands and agrees that Applicant may be obligated to obtain business permits or licenses, where required by any state or local law, ordinance or regulation, and that Applicant is not eligible for unemployment insurance, state disability insurance, social security or workers' compensation benefits through SCN. Finally, if Applicant is self-employed, Applicant understands and agrees that Applicant is required to pay self-employment tax, state tax and federal income taxes.

6. **DISCLAIMER/WAIVER/HOLD HARMLESS/LIMITATION OF LIABILITY:** SCN assumes no liability or responsibility for, and makes no representations or warranties about, any information, material, errors, omissions, services, or referrals it provides to Applicant. **Applicant's use of SCN's services is at Applicant's own risk.** Except as specified in this Agreement, SCN does not provide and specifically disclaims any express or implied guarantees or warranties to Applicant. Additionally, SCN does not employ or exercise control or discretion over clients or any person to whom SCN refers Applicant, and disclaims all responsibilities for such individuals' conduct or omissions.

By signing this Agreement, to the maximum extent permitted by law, Applicant hereby waives and releases SCN and its owners, agents, employees, officers, directors, attorneys, insurers, representatives and affiliated entities from all liability, including but not limited to liability arising from negligence, equipment, or the actions of any third party (including but not limited to clients or anyone to whom SCN refers Applicant), arising under law or otherwise, occurring up to the time of executing this Agreement.

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, to the maximum extent permitted by law, Applicant shall indemnify, defend and hold SCN and its owners, agents, employees, officers, directors, representatives, attorneys, insurers, and affiliated persons or entities harmless against any damages or liability whatsoever arising out of or in any way in connection with Applicant's negligence, omission(s), conduct or misconduct.

In no event shall either party to this Agreement be liable for consequential, incidental, exemplary, punitive, special or indirect damages of any kind. 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.

7. **Miscellaneous:** This agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding commenced regarding this Agreement shall be brought in San Diego County, California.

This Agreement is entered into by SCN and Applicant without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between SCN and Applicant and supersedes all prior oral and written agreements between SCN and Applicant 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 Applicant and an authorized representative of SCN expressly stating an intent to modify or amend this Agreement.

Applicant represents that he or she has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he or she has had all such time that he or she desires within which to consider this Agreement; that he or she has had the opportunity to consult with an attorney of his or her own choosing and at his or her own expense to review this Agreement; and that he or she has availed himself or herself of this opportunity to the extent, if any, that he or she wished to do so.

The terms of this Agreement are severable. 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. Further, consistent with the purposes of this Agreement, any otherwise invalid provision of this Agreement may be reformed and, as reformed, enforced by any party to this Agreement. Each party 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.

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.

Failure or delay on the part of either party 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. A waiver, to be effective, must be in writing and must be signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

Neither party shall assign or transfer this Agreement or any interest herein without the prior written consent of the other party. The section captions contained in this Agreement are for convenience only and do not constitute a part of its terms and provisions.

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. Sections 3, 4, 6, and 7 of this Agreement shall remain in effect even after termination of this Agreement.

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

Applicant

Printed Name

Signed Name

Date

SoCal Nannies

Printed Name

Signed Name

Date