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Client Service Agreement

SoCal Nannies ("SCN") and _____ ("Client") hereby enter into this Client Service Agreement (the "Agreement").

1. **Services:** Client desires to hire an employee ("Candidate") to provide childcare or other domestic services. SCN is a referral agency and will make reasonable efforts according to applicable law to refer Candidates to Client. However, Client understands and agrees that employing a Candidate is ultimately Client's decision, and that signing up with or paying SCN does not guarantee that SCN will find a suitable Candidate for Client. Client further understands and agrees that neither the Candidate nor SCN is in any way responsible for determining the health and well being of the child or the mother. Candidates strictly provide childcare or other domestic services. Neither the Candidate nor SCN is responsible for any health or medical assistance regarding the child, the mother or any family member.

2. **Client Is Candidate's Employer:** SCN is not a party to any agreement made between Client and a Candidate. Client understands and agrees that the Candidate's work schedule, compensation, and the method, manner and means of employment, and any other terms and conditions of employment, will be determined by Client and the Candidate. SCN will not be responsible for the Candidate's direction, supervision, control or compensation, and SCN 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. If Client hires or otherwise engages a Candidate, Client agrees to enter into a written work agreement with the Candidate and provide a fully executed copy of the written work agreement to SCN with seven days of the Candidate's first day of employment or other engagement with Client.

3. **Confidential Information:** Client understands and agrees that, to the maximum extent allowed by law, all information and materials about Candidates are to be kept strictly confidential and are to be used only in conjunction with SCN's referral services. If Client provides Candidate information to another party and the other party hires or otherwise engages the Candidate without compensating SCN its full fees, Client will be responsible for paying SCN's full fees as stated in this Agreement as if SCN had placed the Candidate with a client.

4. **Fee Schedule:** Client agrees to pay SCN a non-refundable Registration Fee of \$200.00 to begin the search process. Client understands and agrees that the Registration Fee is non-refundable even if Client does not ultimately hire or otherwise engage a Candidate from SCN. The \$200.00 non-refundable deposit also pays for Client's first year Annual Registration Fee for Use of Temporary and On-Call Services as discussed below. SCN will credit Client's \$200.00 Registration Fee toward the Referral Fee for Live-In Nannies, Full-Time Nannies, Part-Time Nannies, and Newborn Care Specialists.

In the event Client employs or otherwise engages the services of a Candidate referred or introduced by SCN to Client, at any time from within one year of the date of SCN's referral or introduction of the Candidate to Client, for any position even if not for the position originally sought by Client, Client agrees to pay SCN the following Referral Fee(s) depending on the type of Candidate(s) Client hires or otherwise engages:

Placement Services

Full-Time Nanny:	\$2,200 (32 hrs./wk or greater)
Live-in Nanny:	\$2,000 (32 hrs./wk or greater)
Part-Time Nanny:	\$1,800 (fewer than 32 hrs./week)
	\$900 (fewer than 16 hrs/week)

Temporary and On-Call Services

Annual Registration Fee for Use of Temporary and On-Call Services	FREE
Babysitter Booking Fee with 48 hrs. or more notice:	\$35.00
Babysitter Booking Fee with fewer than 48 hours notice:	\$40.00
Hotel Babysitter Booking Fee:	\$40.00
Special Event Babysitter Booking Fee:	\$40.00
Travelling Babysitter Fee:	\$50.00 + addl. \$35 per day of travel
Newborn Care Specialist:	\$500.00/person for up to one month; \$300/person for each addl. month

Background Check Services

One candidate:	\$160.00
Two candidates:	\$250.00

“Full-Time” employment means average employment of 32 hours or more per week. “Part-Time” employment means average employment of fewer than 32 hours per week. If the Candidate’s hours increase or status changes from part-time to full-time, or from live-out to live-in, during the first year of the placement, Client agrees to inform and pay SCN according to the fees listed above and subject to the terms of this Agreement. SCN offers a 20% discount on live-in nanny, full-time nanny, and part-time nanny placement services to returning clients and clients serving in active duty military and reserves.

For babysitting services, Client agrees to pay the babysitter directly at the agreed upon hourly compensation at the end of the babysitter’s shift. Client also agrees to pay all expenses, including but not limited to parking, that the babysitter incurs in the course and scope of babysitter’s employment or other engagement with Client. Although SCN will make reasonable efforts to refer babysitters, Client understands and agrees that signing up for and paying SCN an Annual Registration Fee for Use of Temporary and On-Call Services does not guarantee availability of babysitters at all times.

Client agrees to pay SCN the applicable fees listed above for each Candidate Client elects to employ or otherwise engage, each use of a babysitter referred by SCN, and each service Client elects to use. Client agrees to pay SCN all fees owed pursuant to this Agreement as soon as a Candidate referred by SCN accepts an offer of employment or other engagement from Client, and in any case by no later than the Candidate’s first day of work for Client. Client understands and agrees that Client’s hiring or other engagement of a Candidate referred by SCN will constitute Client’s acceptance of the terms and conditions of this Agreement even if Client does not return this executed Agreement to SCN.

All fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement. If any fees or portions thereof are not paid when due, SCN will charge interest on the unpaid amount of the fee. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid. If Client’s account is turned over to an agency or other entity for collection, all fees and interest, including but not limited to attorney’s fees and costs, incurred relating to the collection activity will be added to Client’s original balance and become payable to SCN according to the terms of this Agreement. Finally, Client agrees to pay SCN any charge SCN incurs if Client’s check or other payment is returned or refused for any reason.

Client agrees to provide SCN with a valid credit card number, expiration date and other information; understands and agrees that SCN shall charge Client’s credit card for all fees and charges owed to SCN if Client fails to pay all fees and charges in a timely manner according to the terms of this Agreement; hereby irrevocably authorizes SCN to place charges on said account in accordance with this Agreement; and agrees to pay all such charges and fees billed to Client’s credit card according to the terms of this Agreement. Client will immediately give SCN new credit card information and an authorization for the new credit card(s) should Client cancel the credit card or should Client’s ability to use the credit card cease, for any reason.

5. **Replacement Policy:** Upon fulfillment of all the conditions listed herein, subject and limited to the terms of this Agreement, if the initial Candidate leaves Client’s employment or other engagement with Client within one year from Candidate’s first day of employment or other engagement with Client, SCN will make reasonable efforts according to applicable law for 30 days to provide additional referrals for a maximum of one replacement Candidate to Client.

SCN’s obligation to provide additional referrals is expressly conditioned on Client’s (1) satisfaction of all of its obligations under this Agreement, including but not limited to payment of all SCN’s fees and charges in a timely manner; (2) notification to SCN within 48 hours of the Candidate’s termination of employment or other engagement; (3) abiding by all applicable laws, including paying the Candidate in a timely manner in full as required by law; (4) not materially changing the Candidate’s job duties or job description; (5) providing SCN with a fully signed written work agreement between Client and Candidate within seven days of Candidate’s first day of employment or other engagement with Client; and (6) not engaging in any acts of harassment, abuse, or moral turpitude in the context of the employment relationship. Determining compliance with these conditions is in the sole and absolute discretion of SCN.

If Client fails to satisfy all of these aforementioned conditions, SCN shall have no further obligations to Client. Further, SCN shall be obligated to provide additional referrals to Client only for the first Candidate Client hires from SCN. SCN is under no obligation to provide additional referrals if any Candidates after the first Candidate leave Client’s employment or other engagement for any reason or at any time. SCN’s obligation to provide additional referrals shall not apply if the Candidate gives Client notice of her or his intention to terminate her or his employment with Client at the end of the applicable replacement period or any time thereafter.

6. **DISCLAIMER/WAIVER/HOLD HARMLESS/LIMITATION OF LIABILITY:** SCN assumes no liability or responsibility for, and makes no express or implied guarantees, representations or warranties about, any information, material, services, referrals, Candidates, employees or potential employees (including but not limited to the qualifications or performance of Candidates) it provides to Client. **Client’s use of SCN’s services is at Client’s own risk.** Additionally, SCN does not employ or exercise control or discretion over Candidates or any person referred by SCN to Client, and disclaims all responsibilities for such individuals’ conduct or omissions.

By signing this Agreement, to the maximum extent permitted by law, Client hereby waives and releases SCN and its owners, agents, employees, officers, directors, attorneys, representatives and affiliated persons and 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 Candidates or anyone referred to Client by SCN), 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, Client shall indemnify, defend and hold SCN and its owners, agents, employees, officers, directors, representatives, attorneys, and affiliated persons and entities harmless against any damages or liability whatsoever arising out of or in any way in connection with Client's conduct, negligence, omission(s) or misconduct.

In no event shall either party 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 – excluding fees, costs and interest related to collections as referenced in Section 4 of this Agreement and the indemnity, defense and hold harmless provision in Section 6 of this Agreement – shall be limited to the amount of the Referral Fee(s) received by or owed to SCN from Client, whichever is greater. 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 Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between SCN and Client and supersedes all prior oral and written agreements between SCN 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 SCN expressly stating an intent to modify or amend this Agreement.

Client 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.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. 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. 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.

Neither party 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 against one another relating to the subject matter of this Agreement. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. 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.

Credit Card Number (required for security) MC/Visa/Discover # : _____
Exp. Date _____ Name on Card: _____
Address : _____

Client(s)

Printed Name

Signed Name

Date

SoCal Nannies, Inc. Authorized Representative

Printed Name

Signed Name

Date