

## NANNY CONTRACT

This is an agreement ("Agreement") between xxxxxxxxxxxxxxxxxx, ("the Agency"), and \_\_\_\_\_ ("Nanny"), for referral and assistance in placement as a child-care professional. In consideration of the mutual promises contained in this Agreement, Nanny and the Agency agree as follows:

xxxxxxxxxxxxxxxxxx (the "AGENCY") is a Nanny referral service that screens and refers childcare professionals ("NANNY") to persons seeking such services ("CLIENT"). Nanny has contacted the Agency seeking assistance in job placement as a Nanny with a CLIENT. This NANNY/AGENCY Agreement is effective as of the date this Agreement is submitted.

### TERMS AND CONDITIONS

- a. The AGENCY is solely a Nanny referral agency. The AGENCY has no employment relationship with any Nanny or any CLIENT.
- b. The AGENCY has no control over or involvement with the compensation, benefits, duties, hours, or responsibilities of any NANNY.
- c. The CLIENT that chooses to employ any NANNY shall have complete control over all such negotiations, as well as any other matter involving employment of the NANNY.
- b. CLIENT or NANNY shall be responsible for compliance with all applicable laws relating to employment of a NANNY, including, but not limited to, payment of all applicable payroll taxes, Social Security, or Medicare assessments, and Federal or State withholding or unemployment taxes arising as a result of employment of any NANNY by CLIENT.
- c. NANNY agrees to keep all the information given to NANNY about the CLIENTs confidential.

### INDEMNIFICATION

- a. NANNY shall indemnify and hold the AGENCY, its members, managers, directors, officers, employees, successors, or assigns, harmless from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limitation, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or person or property, alleged by the CLIENT, the NANNY, the CLIENT's family or any third party, including acts of omission or commission on the part of the Nanny, CLIENT or CLIENT's family, and

including claims and damages arising in whole or in part from the negligence of the AGENCY.

- b. NANNY releases and discharges the AGENCY, its members, managers, directors, officers, employees, successors, and assigns from any and all payments, claims, demands, debts, accounts, judgments, grievances, actions, causes of action, contributions, indemnities, losses, damages, expenses, costs, professional fees (including, but not limited to, attorneys' fees) and liabilities of any kind, nature and description whatsoever, now accrued or which may hereafter accrue ("Claims") relating to or arising out of the performance or nonperformance of this.
- c. NANNY acknowledges and agrees that the foregoing release of Claims is intended to be a full and final settlement and release of all Claims that may arise from the performance or nonperformance of this Agreement but the AGENCY, including, but not limited to, the Agency's referral services.

**I certify that the answers and information given in the Nanny Application (submitted prior to this Agreement) are factual, true and completed to the best of my knowledge. I understand that falsifications, omissions, or misrepresentations may be cause for rejection of my application by the Agency and/or any of its Clients.**

**I authorize the investigation of all information contained in this application as is deemed necessary. I further authorize any employer, person, corporation, educational institution, or any other entity listed within, including the Agency, to answer any and all questions regarding me and my information as it relates to Nanny services and agree to hold all persons harmless for providing any and all information within their knowledge or records.**

**By signing below, I fully understand and accept all of the above terms and conditions as they are stated in this Agreement. Failure to do so can result in immediate dismissal from using the services of the Agency.**

**DATE: \_\_\_\_\_, 20\_\_\_\_\_**

Nicole's Nannies, LLC

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Nicole's Nannies Representative