

Childcare Resources, Inc.
On-Call Baby-sitting Agreement

This Referral and Placement Agreement is made as of the _____ day of _____, 200__, by and between Childcare Resources, Inc., (CRI), located at 3070 Windward Parkway, Suite F-352, Alpharetta, Georgia, and ('Client or Clients'), residing at:

_____.

WHEREAS, CRI is in the business of providing **temporary nanny referral services and placement services.**

WHEREAS, the Client is seeking a **temporary nanny referral services and placement services from CRI;**

NOW, THEREFORE, in consideration of, and subject to, the terms and conditions herein, CRI and the Client agree as follows:

1. **CRI Services.** CRI shall use its best efforts to locate and refer suitable individuals ("Candidates") interested in providing child-care or housekeeping services as requested henceforth for client. CRI shall use its best efforts to search in order to locate suitable individuals, herewith called candidates, caregivers, nannies, housekeepers, au pairs or baby-sitters, interested in providing child care or housekeeping service on a temporary, on-call, as requested on a daily bases.

2. **Placement Fee:** a). In order to initiate the referral and placement process, Client agrees to pay CRI an annual non-refundable, non-transferable, \$95.00 registration fee, including a \$25.00 per call, per day agency placement fee each time the client uses the On-Call Baby-sitting Service as requested, or \$15.00 per call for multiple dates book consecutively at the same booking.

b). If applicable, client agrees to pay an additional \$100.00 for the Nannies on DVD or Nannies on the Web interview service, or \$150.00 for the Nannies on Tape interview service in order to preview any of the caregivers on disc, internet, video tape, or electronic newsletter; the \$100.00 Solutions Package; the \$45.00 monthly CRI Caregivers Club; the interviewing fee of \$25.00 per candidate; and the New Mother and New Baby Care service, all described as the On-Call Baby-sitting Service; in addition to all requested additional amplified background screening and service fees.

c). Client understands and agrees that CRI shall be under no obligation to refund any portion of the fees for rendered services described in this agreement to client; and all requested additional fees are non-transferable for other services, including the annual registration fee that is based upon the calendar year that client requests service.

d). If applicable, client understands and agrees that the Solutions Package stated in the aforementioned includes, but is not limited to, an average of three caregivers, who are interviewed by the client at their will and are available at their will On-Call, “first come and first serve bases.”

e). If applicable, client understands and agrees that each requested Nannies on DVD, Nannies on the Web, and Nannies on Tape interview service thereafter is an additional charge of \$45.00.

c). If applicable, client understands and agrees that the CRI Caregivers Club (“Caregivers Club”) stated in aforementioned includes registered and prescreened caregivers who are included in the data base of caregivers that work as baby-sitters on a temporary, on-call, daily bases, and are included in the client’s optional CRI Caregivers Club electronic newsletter service for a charged monthly fee of \$45.00 as requested.

d). Depending on the family’s job description, client understands and agrees to directly pay the placed applicable nanny(ies) for her/their time of service for a minimum of four (4) hours of time based upon the particular nanny (ies) hourly rate of \$12.00 and up.

e). If client elects to interview any of the caregivers before the caregiver’s service is rendered, and not use the Solutions Package as stated above, client agrees to pay CRI an additional \$25.00 agency service fee to coordinate each On-Call nanny interview.

f). Client agrees to pay CRI an NSF fee of \$37.00 & up for each declined debit or charged payment from their banking institution.

3. Hiring of Additional Candidates. If at anytime, client elects to hire any of the caregiver(s) that CRI has referred on permanent bases, client hereby agrees to compensate CRI for its applicable search, referral and placement agency fee for a full-time placement fee upon the verbal notification of CRI registered caregiver(s).

4. Terms of Candidates Employment: *a).* Client herewith understands that the scheduled hours and job the description, and the nanny’s own hourly rate, the type of childcare with respect to the number of children, in addition to light housekeeping or house cleaning, determines the hired caregiver’s rate, and this rate is not guaranteed by CRI.

b). The nanny’s hourly rate generally ranges between \$12.00 per hour and up; and overnight rates vary and generally range between \$50.00 to \$95.00 & up flat fee for a twelve (12) hour block of time overnight.

c). During the interview or referral process, client hereby acknowledges and agrees that the caregiver's salary, hourly wage, benefits, accommodations, and job description is negotiated between client and each applicable caregiver that is hired. Upon completion of the On-Call assignment, Client agrees to pay the hired nanny directly for their service.

d). The Date of Hire is herewith described as the date that the client's employment position is offered and verbally accepted by the caregiver referred by CRI.

e). The arrival of the candidate(s) into the client's home to provide child care, housekeeping, or other services is herewith described as the Start Date of employment, and this action is expressly an acceptance of the caregiver(s) as a hired temporary employee, and is conditioned upon CRI's policies described in this agreement alone.

5. Terminations of Services: *a).* If placement is terminated during the caregiver's temporary, On-Call placement, CRI's sole obligation to client shall be to search in order to relocate the next available caregiver(s) that come on first-come and first-served bases at no additional charge to client for that particular day of On-Call of service.

b). If a replacement is applicable, client understands and agrees that a speedy and satisfactory replacement may not be immediate or guaranteed, because the research process just as before generally takes twenty-four (24) to forty-eight (48) hours to locate a temporary on-call caregiver.

c). Client herewith understands that the On-Call service requires a 24 to 48 hour advance request for a day care, and a 48-hour advance notice for overnight care.

d). If a cancellation is made, less than the required applicable On-Call scheduled baby-sitting date(s), client agrees to pay CRI a \$50.00 cancellation fee for the work of the referral and placement of the caregiver(s).

e). CRI reserves the right to immediately cancel on-call referral and placement services or nullify the research guarantee as stated in the aforementioned, if client verbally or physically abuses caregiver(s) or temporary caregiver(s) or representative(s) of CRI; or by law is suspected, arrested, or convicted of violating any federal, state laws, or city ordinances, or by law thrusts temporary caregiver(s) or representative(s) of CRI in an endangered or threaten situation that is unlawful, and deemed as such by law enforcement officers. In the event that this type of cancellation occurs, client agrees that CRI shall have no further obligation to Client to provide service(s).

f). If applicable, client reserves the right to cancel membership in the CRI Caregivers Club at anytime under the following conditions of providing CRI with verifiable proof and a thirty (30) day written notice given in advance to CRI in the form written letter or email and payment of a cancellation fee of \$25.00. Notwithstanding a cancellation under this clause, the member shall remain liable for all pending fee(s) monthly dues and fees.

6. **Disclosure of Information:** Client acknowledges and agrees that CRI shall be permitted to provide Client's information that has been verbally stated, including the Family Application (excluding credit card and banking transactions) to prospective Candidates in order to match the Client's hiring criteria. Client agrees that the Family Application or photographs submitted becomes the property of CRI.

7. **Policies for Screenings, Reports and References.** *a).* Client agrees and understands that CRI have exercised its effort to prescreen and then perform background screenings on caregivers that may include but are not limited to: criminal and motor vehicle screenings through an outside municipality or company, and reference checking between their registration and placement process.

b). Client agrees that all background screening reports will be kept confidential; except as required by law, and that no information from these said reports will be revealed to the person reported on, or to any other person.

c). Client agrees that these said reports are to be used as a factor in establishing a candidate's eligibility for employment purposes only. Client also agrees to comply with applicable federal and state laws and requirements concerning access to or use of criminal, motor vehicle reports, credit reports, or any other consumer related reports governed by federal or state laws, and understand that these said reports are disclosed and provided under the Fair Credit Reporting Act, the Americans with Disabilities Act, or other applicable federal and state laws.

d). Client agrees to hold CRI and its affiliated companies, and their affiliates from whom CRI obtains background screening reports, their officers, agents, employees, and independent contractors harmless, and waives all claims and liabilities of lost, expense, costs or damages suffered by client directly or indirectly resulting from the use or misuse of said background screenings.

f). Client agrees to hold CRI and its affiliated companies, and their affiliates from whom CRI obtains background screening reports, their officers, agents, employees, independent contractors harmless, and waives all claims and liabilities of lost, expense, costs or damages suffered by client directly or indirectly resulting from the use or misuse of said

reports, screenings, or references, and it's factual accuracy by recognizing that these said reports or all other pertinent information is secured by and through fallible human sources, and that the fee charged to client is not an insurer of the guaranteed accuracy of the provided information.

g). It is now agreed that client shall be solely responsible for performing any amplified screenings, reference verifications, and examinations of the caregiver's health, psychological, or physical condition as agreed by the applicable caregiver(s) at client's own expense.

8. **Relationships of Parties**: Client understands and agrees that CRI is solely providing referral and placement services pursuant to this Agreement.

9. **Disclaimer of Warranties**: a). Client understands and agrees that the hiring of the caregiver on a temporary, on-call bases is the sole discretion of the client, and CRI shall have no responsibility or liability for any actions or omissions, foreseeable or otherwise by the hired candidate(s) or use of temporary caregiver(s). **Client agrees and understands that by using this service, CRI cannot guarantee the use and booking of the same caregiver.**

b). CRI makes no representation or warranties of any kind whatsoever regarding the candidates; their wage; and their actions or non-actions and/or their suitability or capability for employment by client, and client hereby voluntarily waives and releases any and all liabilities, lost, expense, costs or damages suffered by client either directly or indirectly as a result of interviewing and hiring the candidate(s).

c). Client acknowledges that candidates and registered caregivers are not employees of CRI, but are nanny candidates and independent contractors that CRI have asked in good faith in it's recruitment and registration process to have at least two years of child care experience; a clear criminal history; if applicable, a valid driver's license; current auto insurance; a good driving record; be in good health; be CPR and First Aid certified, or be trained in the next available class; and agree to having their background screened.

10. **Entire Agreement**: The foregoing constitutes the entire agreement between client and CRI, and the provisions thereof shall be binding upon the parties, their executors, administrators, successors, and assignees.

In the event litigation arises out of this agreement and we, CRI, prevails in said litigation, then, in such an event, client agrees to reimburse CRI for its costs and attorney fees. This agreement may not be modified or amended except agreed upon by both CRI and client, and then signed or initialed in writing by both CRI and client, and herewith all modifications that are un agreed with a written amendment and executed signatures by client and the agency's authorized representative is herewith made null and void.

I have read these guidelines, and understand and agree to all provisions, policies, procedures as stated, and I authorize Childcare Resources, Inc. to charge the registration fee; all requested and additional services fees; the On-Call placement fees; all applicable monthly fees for the CRI Caregivers Club; or any remaining balances of the On-Call placement fee(s) owed before or after the date of hire of each of my chosen caregivers, and charged to the following credit card account:

- VISA Card _____ Expiration Date _____
- Master Card _____ Expiration Date _____
- American Express _____ Expiration Date _____
- Debit Card _____ Expiration Date _____

CLIENT SIGNATURE: _____

My signature acknowledges that I have read, and I understand the non-refund policy and the terms described in this agreement.

PRINTED NAME ON CREDIT CARD
(Signature must be the same as the cardholder.)

Date

My signature indicates that I have requested the CRI Caregivers Club service as described in this agreement.

Childcare Resources, Inc., authorized representative,

By _____