

Childcare Resources, Inc.
Referral and Placement Agreement – Package 2
Part-time or Full-time Placement, 30-day guarantee

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, GA. 30005, and (“Client or Clients”)

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

WHEREAS, the Client is seeking **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 for UNDER twenty hours (20) hours per week for a part-time position, or full-time position with only a 30-day guarantee.**

2. **Deposits and Search Fee.**

a). In order to initiate the search and referral process, Client agrees to pay CRI a \$250.00 non-refundable and non-transferable deposit, and if applicable, an additional non-refundable \$100.00 charge for the Nannies on DVD or Nannies on the Web interview service, or \$150.00 non-refundable charge for the Nannies on Tape interview service, and all requested additional background screening and service fees, including the optional employment agreement service fee of \$15.00.

b). Client understands that the deposit and all additional background screening and service fees are non-refundable and non-transferable to other persons or for additional services. Client’s payment of the deposit is not a guarantee of the placement of a Candidate.

c). Client understands that the Candidates presented will generally match the Client’s job description, or are Candidates that have asked CRI to submit their application to Client for consideration of employment to provide child-care or housekeeping services.

d). Client understands and agrees that the search, referral, and placement process generally takes approximately two to eight weeks or more, depending on the specifications of the Client’s employment requirement.

e). If applicable, Client understands and agrees that the initial Nannies on DVD, Nannies on the Web, or Nannies on Tape interview service stated above includes up to three discs, tapes, or internet videos of an undetermined number of Candidates, and each requested interview service thereafter is an additional non-refundable charge of \$45.00., CRI will not be held responsible or liable for any computer problems, viruses, etc.

3. Termination of CRI Services.

a). If at anytime, Client fails to contact CRI within a consecutive three (3) week (21 day) period, Client acknowledges and agrees that the CRI services defined in paragraph 1 of this Agreement are cancelled, the deposit, all fees, and if applicable, the Nannies on DVD, Nannies on the Web, or Nannies on Tape search service are made non-refundable and non-transferable as stated in the aforementioned.

b). CRI reserves the right to immediately cancel referral and placement services if Client verbally or physically abuses any Candidate or any representative of CRI; or by law is suspected, arrested, or convicted of violating any federal, state laws, or city ordinances; or by law places any Candidate or representative(s) of CRI in an endangered or threatening situation; or if payment via charge or debit card is declined.

4. Placement Fee:

a). In consideration of the services provided by CRI, Client agrees to pay a **non-refundable and non-transferable placement fee of \$745.00 (including paid deposit of \$250.00) for a full-time** Candidate referral (“Full-Time Placement Fee”); or if applicable (according to the family’s application), a non-refundable and non-transferable placement fee of \$1545.00 for a full-time summer or part-time fall nanny placement.

b). Any remaining balances; and all requested additional services and background screening fees are due in full and payable on the date that the client verbally offers the job to the nanny candidate, and the nanny candidate verbally accepts the position offered by the client is now herewith called the ‘Date of Hire. Client agrees to send CRI a signed Letter of Hire; however, if client fails to return the Letter of Hire, client agrees to pay the balance of the placement fee in full. Furthermore, if Client returns the Employment Agreement before the letter of hire, Client hereby agrees that services were met to Client’s satisfaction, and hereby agrees to forfeit their 30 day guarantee and the provisions described in item 6a) and 6b) until the ‘Letter of Hire’ is returned as specified in this agreement.

c). The arrival of the candidate 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 as a hired employee, and is conditioned upon CRI’s policies described in this agreement.

d). A \$15.00 per day baby-sitting fee will be added to the placement fee for payments made past the fifth date of hire. Client agrees to pay a NSF fee of \$37.00 & up for each declined debit or charged payment from their banking institution.

5). Signature Form

Client understands that both the Signature Form and the Family Placement Agreement are to be signed, executed by Client, and submitted to CRI by faxed or certified mail only. However, if Client fails to do so for any reason, Client authorizes CRI to charge the \$250.00 deposit to begin the search and referral process upon receiving one or the other documents.

6. Termination of Candidate

a). If for any reason within 30 days of the Candidate's Date of Hire either the Client or the Candidate terminates the Candidate's employment, CRI's sole obligation to the Client shall be to research and locate suitable Candidate(s) matching the Client's original Family Application previously provided to CRI, provided Client has completed and returned the Employment Agreement to CRI within five (5) business days of the Date of Hire. However, CRI shall be under no obligation to refund any portion of the placement fee back to the client. The Employment Agreement must be sent to CRI via facsimile or certified mail only. If Client fails to return the Employment Agreement to CRI as stated in the aforementioned, CRI shall have no further obligation to Client in the event a Candidate's employment is terminated

b). If the Nanny Candidate's employment is terminated, and the Client requests that CRI research and locate suitable Candidate(s) matching the Client's Family Application, the Client understands and agrees that an immediate replacement is not guaranteed because the search, referral, and placement process takes generally two to eight weeks or more, and the Candidate's hiring is at the sole discretion of the Client.

6. Changing of the original Family Application

a). If, after the original Candidate's employment has terminated, the Client would like to change the original Family Application submitted to CRI, the Client must submit a new Family Application to CRI within five (5) business days of termination of the Candidate's employment, otherwise CRI will search and refer candidates according to the original family application, and this will not assure clear communication of the Caregiver's profile and the Client's job description. Client hereby agrees that failure to do so will hinder a successful search and referral process, and the provisions made in 6 a) of this agreement.

b). If the Candidate's employment is terminated, and the Client requests that CRI research and locate suitable Candidate(s) matching the Client's Family Application, the Client understands and agrees that an immediate replacement is not guaranteed because

the search, referral, and placement process takes approximately two to eight weeks or more, and the Candidate's hiring is at the sole discretion of the Client.

7. **Disclaimer of Warranties.** CRI disclaims any warranty and makes no guaranty that it will locate or refer a Candidate suitable to the Client's satisfaction, or matching the Client's job description. CRI disclaims any warranty and makes no guaranty that any Candidate placed with the Client will satisfy the Client's job description.

8. **Client's Direct Hire of Candidate.** If at anytime following the date of this Agreement, Client terminates this Agreement or CRI's services, and subsequently hires the same Candidate(s) that CRI has referred or made available to Client, CRI shall be deemed to have earned the Full-Time Placement total fee of \$995.00, and if applicable, the Employment Agreement service fee of \$15.00, and Client agrees to pay CRI the Full-Time Placement Fee, and any requested additional fees in full.

9. **Hiring Additional Candidates.** If at anytime Client requests additional search and referral services and/or hires additional Candidates that CRI has referred or made available to Client with or without CRI's knowledge, Client agrees to pay CRI the applicable Full-Time Placement Fee(s), Temporary Placement Fee(s); and if applicable, Client shall pay CRI a \$15.00 per day fee for the use of On-Call temporary caregiver(s). This section is not applicable to Candidates hired under Paragraph 6(d).

10. **Terms of Candidates Employment.** Client hereby acknowledges and agrees that the Candidate's salary, hourly wages, benefits, accommodations, and job description are negotiated and determined between Client and the Candidate that is hired. Client is solely responsible for paying the Candidate for child-care and housekeeping services rendered. CRI has no obligation or responsibility for paying the Candidate for child-care and housekeeping services rendered to or on behalf of Client.

11. **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.

12. **Policies for Screenings, Reports and References.**

a). Client understands that CRI will use its best efforts to perform background screenings on Candidates **that may include one or more of the following: criminal, motor vehicle screenings, and reference checking.** Client understands and agrees that these screenings and reports are to be used only as a factor in assessing a Candidate's eligibility for employment. Client further agrees that all background screening reports will be kept confidential, except as required by law.

b). CRI does not warrant the accuracy of any information of background screening reports it receives from its affiliates from whom CRI obtains these reports.

c). Client is solely responsible for performing any amplified screenings, reference verifications, and examinations of the Candidate's health, psychological, or physical condition as agreed by the applicable Candidate(s) at Client's own expense.

d). Client agrees not to hold CRI and its affiliated companies liable for any loss, expenses, costs or damages suffered by Client, directly or indirectly, resulting from CRI's background screening of a Candidate, or the factual accuracy, use or misuse of said reports, screenings, or references, and waives all claims and liabilities of lost, expense, costs, or damages suffered by client directly or indirectly resulting from the use of these background screening reports. Client recognizes that these background screening reports is obtained through fallible human sources, and the placement fee(s) charged to client is not an insurer of its guaranteed accuracy.

e). Client is solely responsible for the decision to hire a Candidate.

13. **Relationship of Parties.**

a). Client understands and agrees that the Candidates are independent contractors, and that the Candidates are not employees or agents of CRI.

b). Client understands and agrees that the hiring of Candidate(s) is at the sole discretion of the Client, and CRI shall have no responsibility or liability for any actions or omissions by the hired Candidate(s). Client hereby voluntarily waives and releases any claims against CRI for any and all losses, expenses, costs, liabilities or damages sustained by Client either directly or indirectly as a result of interviewing and/or hiring the Candidate(s) or the services provided by the Candidate(s).

14. **Dispute Resolution.** In the event of any dispute arising out of this Agreement resulting in a lawsuit, CRI shall be entitled to recover its attorney's fees and expenses should it prevail in the lawsuit. Any amounts due and owing under this Agreement that are more than 30 days past due shall accrue interest at 1.5% per month.

15. **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 assigns. This Agreement may not be modified or amended. Any modifications or amendments that are not agreed upon in writing, and signed and executed in agreement by both CRI and Client are herewith null and void.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

I have read these guidelines, and understand and agree to all provisions, policies, procedures as stated, and I authorize Childcare Resources, Inc. to charge or debit the deposit of \$250.00, and then the balance owed, including any requested additional services or screenings on the date of the candidate's hiring to the following credit card account:

- VISA Card _____ Expiration Date _____
- Master Card _____ Expiration Date _____
- American Express _____ Expiration Date _____
- Check 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 card holder.)

DATE: _____

Childcare Resources, Inc. authorized representative,

By _____

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