

**Childcare Resources, Inc.**  
**Au Pair Referral and Placement Agreement**

This Referral and Placement Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Childcare Resources, Inc., (“CRI”), located at 3528 Old Milton Parkway, Alpharetta, Georgia, and \_\_\_\_\_, (“Client” or “Clients”), residing at \_\_\_\_\_.

WHEREAS, CRI is in the business of providing Au Pair placement and referral services.

WHEREAS, the Host is seeking Au Pair referral and placement services from CRI.

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

1. **CRI Services**. CRI shall use its best efforts to locate and refer suitable individuals (“Au Pairs”) interested in providing childcare and light housekeeping services.

2. **Deposits and Search Fee**.

a). In order to initiate the search and referral process, Host agrees to pay CRI a \$250.00 non-refundable and non-transferable deposit and service fees, including the optional employment agreement service fee of \$15.00.

b). Host 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. Host’s payment of the deposit is not a guarantee of the placement of an Au Pair.

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

d). *Host* 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 Host’s employment requirements. Host agrees to send a complete letter of intent by Fax before Au Pair can enter into United States.

e). Upon Host verbally requesting to a CRI representative, the hiring of an Au Pair, the Host will then pay for the airline fees to fly Au Pair into the United States to work for the Host’s family.

### 3. Termination of CRI Services.

a). CRI reserves the right to immediately cancel referral and placement services if Host verbally or physically abuses any Au Pair 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 Au pair 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, Host agrees to pay a non-transferable and non-refundable placement fee of \$4,745.00 for an Au Pair referral ("Full-Time Placement Fee"); If, for any reason, before the six-month guarantee has expired, Host is not satisfied with the Au Pair placement, the Host will receive a portion of the placement fee back in the amount of \$1,250.00, or if Host prefers, CRI will place a full-time, live-in Nanny free of charge, in place of the Au Pair.

**b). Any remaining balances; and all requested additional services and background screening fees are due in full and payable on the date that the Host verbally offers the job to the Au Pair candidate, and the Au Pair candidate verbally accepts the position offered by the Host is now herewith called the 'Date of Hire. Host agrees to send CRI a signed Letter of Hire, however, if Host fails to return the Letter of Hire, Host agrees to pay the balance of the placement fee in full. Furthermore, if Host returns the Employment Agreement before the letter of hire, Host hereby agrees that services were met to Host's satisfaction, and hereby agrees to forfeit their six-month 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 Au Pair into the Host'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 Au Pair as a hired employee, and is conditioned upon CRI's policies described in this agreement.

Upon Au Pair's employment, Host and Au Pair will meet together with a CRI representative in consecutive monthly meetings for a quarter of the year to discuss how the Au Pair and Host family are getting along.

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. Host agrees to pay a NSF fee of \$37.00 & up for each declined debit or charged payment from their banking institution.

### 5). **Signature Form**

**Host understands that both the Signature Form and the Family Placement Agreement are to be signed, executed by Host, and submitted to CRI by fax or**

certified mail only. However, if Host fails to do so for any reason, Host 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 one hundred eighty (180) days of the Au Pair's Date of Hire, either the Host or the Au pair terminates the employment, **CRI's sole obligation to the Host shall be to research and locate suitable Au Pair(s) or Nanny Candidates matching the Host's original Family Application previously provided to CRI, provided Host has completed and returned the Employment Agreement to CRI within five (5) business days of the Date of Hire. However, CRI shall refund a portion of the placement fee back to the Host in the amount of \$1,250.00 if the Host does not want CRI to replace the Au Pair with a qualified Nanny re-placement of a full-time, live-in Nanny. The Employment Agreement must be sent to CRI via facsimile or certified mail only. If Host fails to return the Employment Agreement to CRI as stated in the aforementioned, CRI shall have no further obligation to Host in the event an Au Pair's employment is terminated.**

## ***6. Changing of the original Family Application***

a). **If, after the original Candidate's employment has terminated, the Host would like to change the original Family Application submitted to CRI, the Host 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 Host's job description. Host 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 Au Pair's employment is terminated, and the Host requests that CRI research and locate suitable Candidate(s) matching the Host's Family Application, the Host 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 Host.

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

8. **Host's Direct Hire Of Au Pair-** If at anytime following the date of this Agreement, Host terminates this Agreement or CRI's services, and subsequently hires the same Candidate(s) that CRI has referred or made available to Host, CRI shall be deemed

to have earned the Full-Time Placement Fee of \$4,999.00, and if applicable, the Employment Agreement service fee of \$15.00, and Host agrees to pay CRI the Full-Time Placement Fee, and any requested additional fees in full.

9. **Hiring Additional Candidates.** If at anytime Host requests additional search and referral services and/or hires additional Candidates that CRI has referred or made available to Host with or without CRI's knowledge, Host agrees to pay CRI the applicable Full-Time Placement Fee(s), and if applicable, Host 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.** Host hereby acknowledges and agrees that the Au Pair's salary, hourly wages, benefits, accommodations, and job description are negotiated and determined between Host and the Candidate that is hired. Host 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 Host.

11. **Disclosure of Information.** Host acknowledges and agrees that CRI shall be permitted to provide Host'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 Host's hiring criteria. Host agrees that the Family Application or photographs submitted becomes the property of CRI.

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

a). Host 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.** Host understands and agrees that these screenings and reports are to be used only as a factor in assessing a Candidate's eligibility for employment. Host 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). Host 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 Host's own expense.

d). Host agrees not to hold CRI and its affiliated companies liable for any loss, expenses, costs or damages suffered by Host, 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 Host directly or indirectly resulting from the use of these background screening reports. Host recognizes that the background screening reports are

obtained through fallible human sources, and the placement fee(s) charged to Host is not an insurer of its guaranteed accuracy.

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

13. **Relationship of Parties.**

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

b). *Host* understands and agrees that the hiring of Candidate(s) is at the sole discretion of the Host, and CRI shall have no responsibility or liability for any actions or omissions by the hired Candidate(s). Host hereby voluntarily waives and releases any claims against CRI for any and all losses, expenses, costs, liabilities or damages sustained by Host 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 Host 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 Host 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 \_\_\_\_\_

Copyright 2004-2005  
Childcare Resources, Inc.

***Legal representation by Bach, Carver & Dewberry  
Suite 150, Brookside Two  
3655 Brookside Parkway  
Alpharetta, GA 30022-1431***