



Colorado Nanny, Inc. Referral Agreement

This agreement (hereinafter "Agreement") is made between Colorado Nanny, Inc. (hereinafter "Agency") and the undersigned party (hereinafter "Client", whether singular or plural") for the sole purpose of the referral of nanny candidates to be provided by the Agency to the Client for the Client to qualify and hire the candidate of their choice as an employee of the Client.

In the event Client employs or otherwise engages the services of a candidate referred or introduced by Agency to Client, at any time, including at any unspecified future date, Client agrees to pay Agency a referral fee pursuant to the terms of this Agreement. **Client agrees to pay agency a referral fee for each candidate Client elects to employ.**

The amount of the referral fee will depend upon the nature of the employment arrangement or other engagement based on the following conditions and definitions, and Client agrees to pay Agency as follows:

Fee Schedule:

Registration Fee:	\$100.00 (valid for 1 year and includes one-year temporary service membership)
Long-Term, Full-Time:	\$2500.00
Long-Term, Part-Time:	\$2100.00
Long-Term, Live-In:	\$2800.00
Summer:	\$500.00
Temporary:	\$16 per/ day (discount packages available)

Definitions:

Long-Term, Full-Time:	Average employment 36+ hours per week
Long-Term, Part-Time:	Average employment 35 or less hours per week
Long-Term, Live-In:	Nanny lives with family and/or receives housing
Summer:	Any number of hours worked through summer months June-August
Temporary:	On demand service used for fill in babysitting and/or night nanny service

All fees must be paid no later than when a referral by Agency results either directly or indirectly in the engagement or employment by client of a candidate referred by Agency. **All fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement.**

Temporary/On Call Fee Collection:

Once Agency assigns a candidate to Client's booking, Client agrees to pay Agency the full, non-refundable Temporary Referral Fee by credit card. If the Client adds additional temporary dates to the assignment, Client agrees to inform and pay Agency for all days used. If Client cancels the booking after booking has been filled, Client will pay the original temporary referral fee. If Client cancels with less than 24 hours notice, Client also agrees to pay the candidate for 4 hours of the candidate's hourly rate.

Term Conversion:

If Client chooses to hire or otherwise engage a temporary candidate in a long-term capacity, Agency will allow Client to apply temporary referral fees Client has paid Agency for that candidate within the 30 days prior to Client's hiring or engaging the Candidate in a long-term capacity. After the initial 30 day period, 80% of the temporary referral fees paid to the Agency for that candidate may be applied.

Long Term Fee Collection:

All referral fees are non-refundable and are due immediately after an offer is accepted and before the nanny's first day of employment. For your convenience, if referral fee is not received before your nanny's first day, Colorado Nanny, Inc. shall charge the placement fee on your credit card on your nanny's first day of employment. No Client application shall be accepted without a valid credit card number and authorization of use by Colorado Nanny, Inc. for this purpose. The signing of this agreement specifically authorizes Colorado Nanny, Inc. to charge the referral to your credit card. Referral fees must be paid no later than the nanny's first day of employment in order for the guarantee to apply. If Client rescinds offer after nanny/domestic accepts, through no fault of nanny/domestic, Client agrees to pay Colorado Nanny, Inc. \$300.00 cancellation fee. Colorado Nanny, Inc. does not refund or transfer referral fees or credits under any circumstances.

Guarantee:

Upon fulfillment of the following conditions, subject and limited to the terms of this Agreement, if Client notifies Agency in writing that the initial Long-Term candidate left Client's employment within 365 days of the first day of placement with Client, Agency will provide a credit to Client to be used toward 1 future long-term search as follows:

- Within 1-90 days: Credit of 100% of the referral fee paid to Agency for the candidate.
- Within 91-180 days: Credit of 50% of the referral fee paid to Agency for the candidate.
- Within 181-365 days: Credit of 25% of the referral fee paid to Agency for the candidate.

Subject to the terms of this Agreement, all credits will be valid for 90 days from the employment separation date and will be applied toward one Long-Term search, whether or not that search results in a hire. **The Agency does not refund or transfer fees or credits under any circumstances.** Agency's obligation to provide the aforementioned credits is expressly conditioned on Client's (1) satisfaction of all its obligations under this agreement, including but not limited to payment of all Agency's fees and charges in a timely manner; (2) providing a written work agreement between Client and candidate to Agency prior to the candidate beginning employment with Client; (3) abiding by all applicable laws; (4) not engaging in any acts of moral turpitude; (5) not materially changing the candidate's job duties, work location or compensation. Determining compliance with these conditions is in the sole and absolute discretion of Agency. If Client fails to satisfy all of these aforementioned conditions, Agency shall have no further obligations to Client.

Referrals:

The Agency will refer prospective nanny candidates to the Client that have been interviewed by the Agency and a minimum of 2 references checked by the Agency. If the Client decides to make an offer of employment to a prospective nanny, the Client will notify the Agency immediately. Upon the candidate's acceptance, the Agency will procure a professional investigation service to conduct the following background search on the prospective nanny: Criminal records search going back seven years (as available through federal, state and county records, motor vehicle records, and sex offender registry and social security number verification. The Agency will furnish the Client with the nanny's references and the results from all investigations, as provided to the Agency, and Client is solely responsible for reviewing this information. The Company does no guarantee the accuracy or completeness of this information.

Employment Relationship:

Colorado Nanny, Inc. is a referral agency only; it is not an employer, co-employer, nor independent contractor, and assumes no legal relation to the Client or nannies who are or may become involved with this hiring process. Client agrees that any employment agreement reached with a nanny candidate will be in writing, signed by both parties, with a copy provided to the Company prior to the nanny's start date. Client is solely responsible for paying or withholding any federal, state and local, social security, or any other amounts from nanny's pay as required by law.

Client agrees to preserve in confidence the identity of and information about all candidates referred by Agency to Client and the contents of any files or documents forwarded to Client for purposes of review. Client understands and agrees that they will use all such information only in conjunction with Agency's referral services and for no other purpose. Client further understands and agrees that all such files and documents remain the property of the Agency, and that Client will not copy the contents of the files and documents, in whole or in part, and, upon the Agency's request, will return the files and documents promptly to Agency. If Client discloses any information about a candidate to a third party, and acting on that information the third party subsequently employs or otherwise engages the candidate without compensating Agency its full registration fee, and full referral or temporary referral fees, respectively, Client will be liable and agrees to pay Agency its full registration fee, and or referral or temporary referral fee, respectively as if Agency had placed the candidate with a client.

Indemnity:

Client acknowledges that it is the Client's sole responsibility to carefully review and select a nanny among the candidates presented to them by Colorado Nanny, Inc. and to review and evaluate the information provided by Colorado Nanny, Inc. and the professional investigative service. Colorado Nanny Inc. is a referral agency only; it is not an employer, co-employer, nor independent contractor and assumes no liability or responsibility of the performance of the nanny. Therefore, Client unconditionally releases Colorado Nanny, Inc. and its employees, recruiters, agents, officers, and directors and agrees that Colorado Nanny, Inc. shall not be liable for any personal property damage, injury, loss, delay or expense of any sort incurred by the Client in connection with their selecting and hiring a nanny referred by Colorado Nanny, Inc., including without limitation acts of God, acts of war or government restriction, as well as events directly or indirectly caused by an intentional or neglect acts or omission by any nanny the Client hires. Client further agrees that if they directly or indirectly cause or contribute to any personal property damage, injury, loss or expense incurred by their employed nanny while in employment of the Client that Client will indemnify and hold Colorado Nanny Inc. and its employees, recruiter, agents, officers and directors harmless for any resulting liability or expense, including any court costs and legal fees incurred in defending against the employed or former employed nanny's claim.

The parties to this Agreement certify, represent and warrant that they have carefully read this Agreement, that they understand its final and binding effect, and that they agree to all of its terms.

X _____ X _____
Client Signature Date Colorado Nanny, Inc. Date

Client Name, printed Billing address

Credit card information is required as a guarantee of payment, regardless of payment method.

Visa MasterCard American Express (circle one)

Card Number: _____ Expiration Date: ____/____/____ Security Code: _____

Please complete and return to begin your search:

Colorado Nanny, Inc. 15530 E. Broncos Parkway, Suite 380, Centennial, CO 80112

Phone: 303-400-6667 **Fax:** 303-586-6217 **Email:** jane@coloradonanny.com