



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 with 365 days of the first day of employment with Client, Agency will provide a credit to Client for one future long-term placement as follows:

Replacement needed Day 1-90: credit of 100% of the referral fee paid to Agency for candidate.

Replacement needed Day 91-180: credit of 50% of the referral fee paid to Agency for candidate.

Replacement needed Day 181-365: credit of 25% of the referral fee paid to Agency for candidate.

Subject to the terms of this Agreement, a credit will be valid for 90 days from the request for replacement date and will be applied toward one Long-Term Search, regardless if 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 these 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 candidate, 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 candidate: criminal records going back 7 years (as available through federal, state and county records, motor vehicle records, 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 not 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 domestic 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 domestic'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 service and for no other purpose. 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 and referral fees, Client will be liable and agrees to pay Agency its full registration fee, and or long-term 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 shall not be liable for any personal property damage, injury, loss, delay or expense of any sort incurred by 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, recruiters, 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 binding effect, and that they agree to all its terms.

X \_\_\_\_\_  
Client Name (Printed) Client Signature Date

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Credit Card Billing Address

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Credit Card Number Expiration Date Security Code