



## REFERRAL AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between The Nannies of Children's Learning Place and \_\_\_\_\_ hereinafter called "Client".

The parties agree as follows:

1. This Referral Agreement confirms the terms and conditions whereby the undersigned ("Client") seeks to utilize the services of The Nannies of Children's Learning Place ("Agency") to assist in a search for one or more "Candidates," to provide in-home child care services. The Agency will refer Candidates to the Client based on evaluations of apparent suitability, against criteria specified by the Client.
2. Final approval and employment of any Candidate is solely at the discretion of the Client. Client is encouraged to verify any and all history or references on any applicant prior to employment of Candidate.
3. If Client hires an applicant referred by Agency, Client shall pay Agency a flat Referral Fee as follows:
  - Permanent full-time placement (35 or more hours per week) = \$1,500
  - Permanent part-time placement (less than 30 hours per week) = \$1,000

\* Our fee for a Temporary Placement is 10% of gross wages for term of contract. For example: the fee for a temporary nanny for 3 months paid \$550 per week is \$660,  $\$550 \times 12 \text{ weeks} = \$6,600 \times 10\% = \$660$ .

50% of the Referral Fee is due and payable upon acceptance by a Candidate of an offer of employment by the Client. (Fees are fully refundable.) The balance of the Referral Fee is payable 3 days prior to the start date. Client agrees that The Nannies of Children's Learning Place shall charge and outstanding Referral Fee balance, as of the first day of Candidate employment, to the Client's credit care account, on file with this agreement.

The Nannies of Children's Learning Place will exercise due diligence in verifying the validity of information provided by Candidates regarding their experience, employment history, criminal and civil background, and authorization to work in the United States. The Nannies of Children's Learning Place will perform preliminary interviews of Candidates to assess the conformance of the Candidate with the Client's Family Profile. The results of this conformation will be reported to the Client in writing.

4. Client understands and agrees that the Agency has invested substantial time and resources in recruiting and screening applicants. Should Client employ any Candidate introduced by the Agency, in either a permanent or temporary capacity, the appropriate placement fee will be charged. Further, Client agrees to keep in confidence the identity of all Candidates referred by the Agency and the contents of any documents forwarded for Client's review. Client further agrees that all files and their contents, upon request, must be returned promptly to the Agency. If the Client discloses information about a Candidate to a third party who, acting on that information subsequently employs the Candidate, the Client undertakes to pay the Agency the Referral Fee that would have been payable for that Candidate.

