



**NORTH SHORE
NANNIES**

Agreement, dated _____, between North Shore Nannies of Illinois, Inc. and _____ located at _____ 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 North Shore Nannies of Illinois, Inc. ("Agency") to assist in a search for one or more "Candidates" to provide in-home child care service. The Agency will refer Candidates to the Client based on evaluation of apparent suitability, against criteria specified by the Client.
2. Final approval is up to the Client. Client is encouraged to verify any and all history or references on any particular Candidate prior to hiring. Upon selection and approval by Client, Client and Candidate shall enter into an employment agreement. **The decision to employ a Candidate rests solely with the Client.**
3. When Client employs a referred Candidate following a search, or at any unspecified future date, a referral fee of \$3000 is due the Agency. The referral fee is due for each and every candidate the Client elects to employ. **Client understands and agrees that placement fees are due and payable immediately upon any oral or written acceptance of any oral or written employment offer.** Placement fees will be charged to the credit card on file with this agreement unless other arrangements are made in advance of any offer.
4. Client understands and agrees that the Agency has invested substantial time and resources in recruiting and screening applicants. Client will not employ, or attempt to employ, any Candidate or any individual introduced to Client by the Agency either directly or indirectly (i.e. referrals or friends of Candidate's) without the Agency's knowledge. Should Client employ any Candidate introduced by the Agency, in either a temporary or permanent capacity, the appropriate placement fee will be charged. Client agrees to keep in confidence the identity of all Candidates referred by the Agency and the contents of any documents forwarded for the Client's review. Client further agrees that all files and their contents, upon request, will 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.

5. We offer a 90 day guarantee. If for any reason the nanny is terminated or resigns the position within 90 days of the start date, the Agency will use reasonable efforts to secure one replacement Candidate. If termination occurs during the first 30 days, we will reduce our fee to 25% of the gross wages paid or replace the nanny at no additional charge. **No refunds will be made for any reason after the 30th day.** If termination occurs after the 30th day but before the 90th, we will replace the candidate at no additional charge. **Client is encouraged to maintain alternative childcare in case of nanny illness or replacement. Replacement times can vary depending on availability, time of year and material changes from position that was originally offered and filled.**

6. The Agency will use its best efforts to refer qualified Candidates to the client; however, it does not guarantee the credentials or performance, or Client satisfaction with, any Candidate. If the Client is dissatisfied, recourse to the Agency is limited to the replacement guarantee as outlined above. Client agrees to indemnify the Agency and hold it and all its employees and representatives harmless from any costs or expenses arising out of any claim against the Agency relating in any way to Candidate's employment.

7. This Agreement is between the Client and the Agency only. No Candidates are party to this Agreement, nor is the Agency party to any agreements between Client and Candidate. This Agreement is the entire understanding between both parties and may be modified only by written agreement signed by both parties.

CLIENT'S SIGNATURE BELOW CONFIRMS THAT CLIENT HAS READ THIS AGREEMENT THOROUGHLY, HAS HAD SUFFICIENT OPPORTUNITY TO SEEK LEGAL COUNSEL IF DESIRED, AND THEREFORE CLEARLY UNDERSTANDS AND AGREES TO ALL ITS TERMS AND CONDITIONS.

Client

North Shore Nannies of Illinois, Inc.

_____-_____-_____-_____
Credit card account number (American Express, MasterCard, Visa)

_____/_____/_____
expiration date

security code

billing zip code