

Worldwide Nanny Inc. dba Loving Nannies and Nanny Care  
'Loving Nannies Work Ethics & Guidelines'

**INDEPENDENT CONTRACTOR AGREEMENT**

This independent contractor agreement is made \_\_\_\_\_ (date), between Worldwide Nanny Inc. dba Loving Nannies and Nanny Care (hereinafter "WNI"), a corporation organized and existing under the laws of California, with its principal office located at 1639 Haydn Dr. Cardiff, CA 92007 and \_\_\_\_\_, ("Contractor").

RECITALS

- A. WNI is an agency that places independent nannies with families including but not limited to children under the age of 6.
- B. WNI agrees to make a reasonable effort to place Contractor in a nanny position with a WNI client. Now, therefore, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:
  - a. Engagement. Contractor hereby agrees to provide WNI Services and perform all obligations described in this Agreement, in conformance with the policies of WNI.
  - b. Scope of Engagement. During the term of this Agreement, Contractor's responsibilities shall include, but shall not be limited to, the following:
    - i. Comply with and carry out all duties in conformance with the Provider policies and procedures contained herein. The Contractor hereby acknowledges that he has read and understands WNI's policies and procedures that apply to her set forth in the documents that have been provided to her.
    - ii. Maintain at all times, at Contractor's sole cost and expense, the necessary and/or applicable license(s) and/or certification(s) of Contractor's profession or as otherwise required by WNI's clients.

- iii. Comply at all times, at Contractor's sole cost and expense, with any and all ethical requirements of the Contractor's profession and all federal, state and local laws, ordinances, regulations and rules relating to, governing or regulating the practice of Contractor's profession.
- iv. Administer services as appropriate, based on Contractor's professional experience, education, certification(s) and/or license(s), during the term of this Agreement.
- v. Report any incidents in writing providing to WNI whether minor or major, including any issues such as client or customer problems or disagreements, scheduling and/or staff problems, equipment problems, etc.
- vi. Truthfully and accurately maintain and preserve such records and make, on a timely basis, such reports as WNI may from time to time require.
- vii. Fully account for all monies and other property of WNI of which Contractor may from time to time have custody and deliver same to WNI whenever and however directed.
- viii. Represent WNI in a highly professional manner. The Contractor represents and warrants that he/she has never been terminated from previous employment or other engagement as a result of theft, misconduct, excessive tardiness or failure to follow the employer's or contractor's policies/procedures.
- ix. Comply with all other policies/procedures applicable WNI. All policies/procedures are hereby incorporated into this Agreement and Contractor is bound to comply with all such policies/procedures (oral or written) upon Contractor's receipt of them.
- x. On the occasion that Contractor is sent to a family by WNI and another nanny placement company, Contractor shall inform WNI in writing prior to meeting with the family.

C. Term of Engagement. The initial term of this Agreement shall be one year, commencing on \_\_\_\_\_ (date). Upon the expiration of the initial term, this Agreement shall be automatically renewed for successive one-year terms unless otherwise terminated by WNI or Contractor as provided for herein. This Agreement may be renegotiated by either party on an annual basis, but oftener than yearly.

D. In consideration of this engagement, Provider shall attempt to place Contractor with WNI's client in search of a nanny. Contractor shall be responsible for any and all expenses incidental to the discharge of her contractual duties unless otherwise agreed prior to entering into this Agreement. Contractor acknowledges that all remuneration is to be made by Worldwide Nanny Inc.'s client and that Worldwide Nanny Inc. **is not** responsible for unpaid wages or benefits.

**E. COVENANT NOT TO COMPETE/ CONFIDENTIALITY**

- a. CONTRACTOR WILL MAINTAIN IN STRICT CONFIDENCE ALL CLIENT AND CUSTOMER INFORMATION, INCLUDING BUT NOT LIMITED TO, CLIENT AND CUSTOMER NAMES, LOCATIONS AND ANY AND ALL OF WNI'S BUSINESS POLICIES, TRADE SECRETS AND INFORMATION REGARDING ITS BUSINESS MODEL.
  - i. After expiration of this agreement Contractor agrees to respect the confidentiality of WNI'S patents, trademarks, trade secrets and information concerning its business model, and not to disclose them to **anyone**.
  - ii. All emails received by contractor which include information regarding Worldwide Nanny Inc.'s clients shall be considered confidential. Contractor agrees to respect the confidentiality of such information.
  - iii. **Contractor agrees not to compete with WNI in the nanny placement business while working for WNI and for a period of three years after termination of employment within a radius of 100 miles of X location.**

iv. Contractor agrees to pay liquidated damages of \$10,000 if any violation of § E is proved or admitted.

- F. ANY CONTROVERSEY BETWEEN PARTIES HERETO INVOLVING THE CONSTRUCTION OF THIS AGREEMENT, SHALL ON WRITTEN REQUEST OF ONE PARTY SERVED ON THE OTHER BE SUBMITTED TO ARBITRATION, AND SUCH ARBITRATION SHALL COMPLY WITH AND BE GOVERNED BY THE PROVISIONS OF THE CALIFORNIA ARBITRATION ACT, SECTIONS 1286 THROUGH 1294.2 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.
- G. **Benefits:** Because Contractor will be providing independent professional nanny services to WNI's clients as an independent contractor and **not as an employee of WNI**, he/she shall not be entitled to participate in any benefit program (i.e., health insurance, sick days, vacation days, etc.) which WNI may, from time to time, establish and maintain for the benefit of its employees.
- H. The Contractor hereby releases and relinquishes any claim that he/she may now or may hereinafter have and forever discharges WNI from any obligation to him/her in connection with any employee benefit program established or maintained by WNI on behalf of its employees.
- I. Employment Taxes. The parties acknowledge and agree that Contractor shall be providing independent professional nanny services to WNI's clients as an independent contractor and not as an employee. Accordingly, WNI shall have no responsibility for the collection or payment of any federal, state or local payroll tax in connection with any fees paid to Contractor pursuant to this Agreement. The Contractor shall be responsible for any and all federal, state or local employment or other taxes incurred in connection with any fees paid to him/her in connection with this engagement. The Contractor further agrees to indemnify and hold WNI harmless from and against any and all liability, cost or expense incurred by WNI, including reasonable attorneys fees, in connection with any income or employment taxes, penalties or interest, tax audit, re-determination, appeal or litigation arising out of any fees paid by WNI to Contractor in connection with this engagement.

- J. Independent Contractor. The parties acknowledge that the Contractor's services require **special skill** and agree that Contractor shall be at all times hereunder an independent contractor and **not an employee of WNI**, recognizing that Contractor is and shall be engaged in the independent nanny profession, which may be subject to licensing requirements. X shall have no direct control over the methods or means by which Contractor shall perform the Provider Services hereunder, and at all times during this engagement, Contractor shall exercise his/her own independent professional judgment in connection with the performance of her nanny services.
- K. Termination. Either party may terminate this Agreement without cause upon thirty days prior written notice to the other party. WNI shall have the right to terminate this engagement at any time, upon written notice to Contractor, upon any breach of this Agreement which is not cured by Contractor within ten (10) days after written notice of such breach is sent to him/her. This Agreement shall terminate automatically and without notice upon: (a) the death of Contractor; (b) any loss of Contractor's necessary and/or applicable license(s) and/or certification(s); and/or (c) a determination by WNI, in its sole opinion, that Contractor poses a threat to WNI personnel, professional contractors, WNI's clients or others presenting themselves for nanny services.
- L. The Contractor hereby releases and relinquishes any claim that he/she may now or may hereinafter have and forever discharges WNI from any obligation to him/her in connection with any employer. WNI will not be held liable for any damages resulting from theft, property damage, personal injury, crime or any other wrongful actions by a WNI client.
- M. Any notice given by either party to the other shall be in writing and forwarded by certified mail, addressed for LHC and the Contractor as follows:
- a. WNI: Worldwide Nanny Inc. dba Loving Nannies and Nanny Care 1639  
Hayden Dr. Cardiff, CA 92007.
  - b. Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N. Miscellaneous Provisions.

- a. This Agreement contains the **entire understanding** and agreement of the parties hereto with respect to the matters set forth herein. This Agreement supersedes all prior or contemporaneous understandings, representations or agreements, whether written or oral.
- b. This Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- c. This Agreement may not be modified, altered or amended except by a subsequent written instrument executed by the party against whom such modification, alteration or amendment is sought to be enforced, which instrument shall specifically refer to this section of the Agreement
- d. If any provision of this agreement is held by a court or a competent tribunal to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in force without being impaired or invalidated in any way.
- e. This Agreement may be executed in counterparts. Facsimile or copied signatures shall be deemed originals.
- f. By signing this agreement Contractor acknowledges that she is a nanny seeking placement with Worldwide Nanny Inc.'s clients.

In witness whereof, WNI and Contractor have executed this Agreement to be effective as of the date and year first set forth above.

For WNI

For Contractor

\_\_\_\_\_  
(WNI Staff)

\_\_\_\_\_  
("Contractor " )

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

