

## CLIENT CONTRACT

This is an agreement ("Agreement") between **THE SITTER SOURCE, LLC**, ("the Agency"), 479 Irwin Lane, Pittsburgh, PA 15212, and \_\_\_\_\_ ("Client"), for referral, placement and consulting services concerning employment of a professional Care Giver. Client is seeking the following placement [**please enter "Full-time", "Live-in", or "Part-time"**] \_\_\_\_\_. Client and the Agency are collectively referred to herein as the "Parties". In consideration of the mutual promises contained in this Agreement, and intending to be legally bound hereby, Client and the Agency agree as follows:

### **I. TERM OF AGREEMENT**

1. This Agreement commences on the date in which Client submits this Agreement to the Agency.
2. The Agency's search for a Caregiver for Client will terminate upon Client's hiring of a Nanny from the Agency, or upon Client notifying the Agency in writing to discontinue the search, whichever occurs first in time.

### **II. REFERRAL SERVICE PROVIDED BY THE AGENCY**

1. The Agency will search, recruit, and refer persons to Client for potential employment as a Caregiver. Client understands and acknowledges that Client is retaining the Agency as a search consultant to find appropriate Caregiver candidates for Client. The Agency will spend a minimum of eight (8) weeks attempting to find a Caregiver for Client, should such time be necessary to find a suitable candidate. Client acknowledges that nothing in this Agreement is intended to guarantee a suitable applicant. Further, the Agency does not guarantee the credentials or satisfaction of performance of any Caregiver.
2. Client understands and acknowledges that the Agency, as a search consultant to Client, acts only as a referral source of Caregivers in locating prospective Clients, and is not a party to any agreement made between Client and the Caregiver. Client understands and agrees that the Agency is not a detective agency. Moreover, Client acknowledges that the Agency is an independent contractor and is not an agent of, employee of, or partner of either Client or Caregiver. It is further acknowledged and agreed that the sole obligation of the Agency is to use reasonable efforts in locating Caregivers that meet the Family Application qualifications as specified by Client to the Agency.
3. Client understands that upon the voluntary or involuntary termination of a Caregiver, the Agency is not required to reimburse Client for any expenses that may be or have been incurred by Client, except as set forth in this Agreement.
4. The Agency will screen Caregiver candidates for criminal history, driving records, and Social Security identity, but the Agency will not be responsible or liable for the failure of any such search to reveal anything in Caregiver's background that is not suitable. The

Agency will contact references given by Caregiver candidates, although Client will have the opportunity to contact such references, and the Client is urged to do so.

### **III. TERMS AND CONDITIONS**

1. Client will provide the Agency with such information as may be requested by the Agency, from time to time, concerning Client's qualification and requirements for a Nanny referral. Client agrees that each of the representations and information provided on the Application submitted by Client, as well as any other information given the Agency, is true and complete in all respects.
2. Client authorizes the Agency to contact any references provided by Client, as well as to make its own independent investigation of Client, should the Agency choose to do so. The Agency is authorized to obtain all such reference checks as the Agency may deem desirable and any persons, private corporation, medical facility, doctor or government agency is specifically authorized to provide such information to the Agency.
3. Client understands and agrees that the Agency is not responsible for false or misleading answers or information provided to it by Client, a Caregiver or other third parties, and releases and holds the Agency harmless from any damages, liability, and causes of action of any kind or nature whatsoever resulting from any such false or misleading answers or information.
4. Client ratifies and confirms any and all referrals the Agency makes for, to, or on behalf of Client, and specifically authorizes the Agency to release Client's identity for the purpose set forth herein.
5. Client is under no obligation to accept any Caregiver referral made by the Agency. The final determination to accept or reject a referral made by the Agency is solely that of Client. Client waives any and all claims, damages, losses or causes of action against the Agency arising out of Agency's performance under this Agreement, including, but not limited to, any such Caregiver referral to, or hiring by Client, including, but not limited to, the performance, acts, or omissions of any Caregiver.
6. Client shall promptly notify the Agency if the Agency refers a Caregiver candidate with whom the Client has already had contact, either by previous employment or by referral from any other person or agency.
7. Client acknowledges and agrees that the Agency shall not control or supervise the time, method, manner or means of accomplishing the objectives of Client, nor the compensation, benefits, duties, hours, or responsibilities of any Caregiver. Client shall have full responsibility for all such control and supervision, and all such negotiations and arrangements with any Caregiver.
8. Client or Caregiver shall be responsible for compliance with all applicable laws relating to employment of a Caregiver, including, but not limited to, payment of all applicable

payroll taxes, Social Security, or Medicare assessments, and Federal or State withholding or unemployment taxes arising as a result of employment of any Caregiver by Client.

#### IV. CONFIDENTIALITY

1. **The Agency.** All data provided to and/or gathered by the Agency in the investigation of the Client is confidential and will be held in strict confidence by the Agency and its employees, other than as necessary to perform pursuant to this Agreement.
2. **Client.** Client agrees to keep all information provided by the Agency confidential and will continue to keep that confidentiality at all times. Client will not disclose to any third party information regarding any and all Caregiver candidates, including names, phone numbers, and any other information provided by the Agency. Information provided to Client from the Agency is solely for the purpose of Client selecting a Caregiver pursuant to this Agreement. Under no circumstances will Client have the right to contact Nannies directly for the purpose of babysitting, referrals to a third party, or future Caregiver searches.
3. At the expiration of this Agreement, or the expiration of the referral services rendered by the Agency, for any reason, all information and material of a personal or private nature acquired from Client, directly or indirectly, shall be promptly returned by the Agency to the Client upon written request. Upon request by the Agency, Client will return all information provided by the Agency relating to all Caregivers that were referred to Client.

#### V. FEES

All fees for Caregiver referral services provided by the Agency shall be charged to Client as follows.

<u>Type of Placement</u>	<u>Fee</u>
<b>Full-time Caregiver</b>	
• Application fee	\$200
• Placement fee	\$1050
<b>OR</b>	
	<b>Total: \$1250</b>
<b>Part-time Caregiver</b>	
• Application fee	\$200
• Placement fee	\$800
	<b>Total: \$1000</b>

1. If within the first ninety (90) days of employment of the first Caregiver by Client, Caregiver or Client terminates Caregiver's employment, the Agency will engage in one additional attempt to replace the Caregiver at no additional charge. Please understand that it will take time to replace your Caregiver. The Agency will spend a minimum of eight (8) weeks attempting to find a Nanny replacement, should such time be necessary to find a suitable candidate.
2. Application fees are due at the time when this Agreement is submitted. The Agency will not commence any Caregiver search on behalf of Client unless and until such fees are paid.
3. Placement fees are to be paid in full to the Agency before Caregiver's first day of employment with Client. For each week past Caregivers' first day of employment with Client in which Client has not paid the Placement fee in full, Client will pay the Agency a late fee in the amount of one hundred twenty-five dollars (\$125) per week in addition to the full amount of the Placement fee.
4. **All fees are non-refundable.**
5. Client agrees not to make any private arrangement with any Caregiver candidate referred by the Agency, for the purpose of, or having the effect of, avoiding payment of the fees set out above. If Client employs a Caregiver candidate referred by the Agency at any time during twelve (12) months after such referral, then Client shall notify the agency of such employment and shall pay the fee set out above.
6. Client understands that a referred Caregiver is not required to pay a fee of any kind for the referral services provided by the Agency, but that any such fee is the obligation of Client. Client acknowledges that a referred Caregiver has agreed not to commence employment activities with Client until all applicable application and placement fees have been paid in full by Client to the Agency.

## **VI. HOLD HARMLESS**

1. Client and Agency agree to perform this contract to its fullest as the circumstances require. So long as the conditions of this contract have been met, Client agrees to hold the Agency, its members, directors, officers, employers, successors, or assigns harmless from and against all suits, actions, losses, damages, claims or liability or any injury to person or property arising from the Agency's referral service.
2. The Agency makes no implied or express warranties other than its agreement to provide referrals as is specifically set forth elsewhere in this Agreement. The Agency makes no representations, warranties, promises or agreement regarding the composition of its Client database other than the provisions set forth in the agreement. The Client acknowledges that there has been no representation, promise, or agreement other than as expressly contained in this Agreement.

## VII. MISCELLANEOUS

### 1. **Definitions**

- a. **Full-time Caregiver**: 35+ hours per week.
- b. **Part-time Caregiver**: less than 35 hours per week
- c. **Consultation**: A meeting with a Sitter Source agent
- d. **Reference Check**: A sitter source agent will reference check care givers upon referral.

2. **No Assignment.** This Agreement shall not be assignable by Client without the prior written consent of the Agency.

2. **Collection. Attorney's Fees and Costs.** If any fee is not paid within three (3) days of demand, Client agrees to pay all costs of collection, including interest at the maximum rate allowed by law on the unpaid balance of amount due. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

3. **Pennsylvania Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Pennsylvania.

4. **Parties Bound.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

1. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision has never been contained in it.

2. **Prior Agreements Superseded.** This Agreement constitutes the sole and only understandings or written or oral agreements between the parties and supersedes any prior understandings or written agreements between the parties respecting the subject matter of this Agreement.

**EXECUTED ON \_\_\_\_\_, 20\_\_\_\_\_.**

The Sitter Source, LLC

By: /s/ Jill Tarasi  
Jill Tarasi  
President

/s/  
Client

By: /s/ Jessica Trgovic  
Jessica Trgovic  
President