



Colorado Nanny, Inc. Long Term & Temporary Referral Agreement

This agreement (hereinafter "Agreement") is made between Colorado Nanny, Inc. (hereinafter "Agency") and the undersigned party (hereinafter "Client", whether singular or plural"), for the sole purpose of the referral of candidates to be provided by the Agency to the Client to qualify and hire the candidate of their choice as an employee of the Client. Client agrees to pay a non-refundable registration fee upon receipt of this agreement and a placement fee for each candidate Client elects to employ. Client agrees to the fee schedule and service guidelines for our long-term placement service and temporary nanny service described in Addendum A of this Agreement.

If the Client employs or otherwise engages the services of a candidate referred or introduced by the Agency to the Client, at any time within 2 years from the referral, Client agrees to pay Agency a referral fee pursuant to the terms of this Agreement. Clients may not refer temporary or permanent Agency candidates to any other hiring party and in doing so, will be responsible for any Agency fees due.

Long-Term Placement Fees

Registration Fee	\$250.00
Live-out or Live-in Placement Fee	\$3500.00

Long Term Placement Fee Collection

All referral fees are non-refundable and due immediately after an offer is accepted. Payment is due no later than the domestic's first day of employment. For your convenience, if referral fee is not received prior to your domestic's first day of work, Agency shall charge the placement fee to your credit card on file on your domestic's first day of employment. The signing of this agreement specifically authorizes Colorado Nanny Inc. to charge the referral fees to your credit card listed on this Agreement. Referral fees must be paid no later than the nanny's first day of employment for the replacement guarantee to apply. If Client rescinds offer after the domestic accepts, through no fault of the domestic, Client agrees to pay Agency a \$500.00 cancellation fee. Agency does not refund or transfer referral fees or credits under any circumstances.

Guarantee

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 is not working out within 365 days of the first day of employment with Client, Agency will provide one replacement using the original search parameters with a cost schedule listed below.

0-90 days from nanny's start date: No charge

91-180 days from nanny's start date: 50% discount off new placement fee

The replacement search must be used immediately following the initial nanny's end date. The Agency does not refund or transfer fees or credits under any circumstances. Agency's obligation to provide the replacement is expressly conditioned on the Client's (1) satisfaction of all its obligations under this agreement between Client and candidate to Agency prior to the candidate beginning employment with Client; (2) providing a written work agreement signed by the client and nanny 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 work hours, job duties, work location or compensation. Determining compliance with these conditions is the sole and absolute discretion of Agency. If Client fails to satisfy all these conditions, Agency shall have no further obligations to Client.

Temporary Nanny Service Addendum A

Temporary Nanny Service

Colorado Nanny's temporary nanny service can be used for the following:

Full day service with 8 hour minimum- 7 days per week, weekday evenings starting at 6 pm with a 4- hour minimum and any hours on the weekend with a 4- hour minimum. If your need does not fit these guidelines, we can attempt to book your order but make no promise for completion.

Our service is unique because we qualify our temporary nannies using the same extensive screening process we use when placing a long-term nanny. All temporary nannies complete an application and are interviewed by an experienced recruiter. We complete recent references covering at least two years of childcare work experience, an updated background check completed every other year that includes a national criminal check going back 7 years, sex offender registry, address history, social security verification and driving record. We match your family with a nanny that has experience working with the ages of your children.

To register for our temporary nanny service, you must complete our online application and client contract. Upon receipt of your paperwork, we will charge your credit card for the annual temporary membership (valid for 12 months) unless you specify to use our non-membership fees and create your profile in our database. Once you are registered, you can call or email us Monday through Friday from 8 am to 5 pm to book service. In addition to our annual membership, your credit card will be charged a daily agency fee for each day the nanny works. (See agency fees) You will pay an hourly rate directly to your nanny at the end of each visit.

We make every effort to fulfill your temporary request in a timely manner but cannot guarantee the availability of our nannies so please provide us as much notice as possible. Once we find your temporary nanny, we will provide their name, contact information, experience, and pay rate.

Reporting & Agency Fees

When a booking is complete, any prepaid fees will be used, and any non- membership fees will be charged. It is up to the Client to report any days that were not worked due to the unavailability of the nanny. The Client is also required to report any additional days that were added to the schedule of an ongoing temporary placement.

The daily agency fee packages listed below can only be used if you give us a minimum 24- hour booking notice with your order placed during our normal business hours listed above. Any orders with less notice will be charged the day at a time daily agency fee.

Annual membership	\$200.00
10- day daily agency fee package	\$160.00
20- day daily agency fee package	\$300.00
30- day daily agency fee package	\$420.00
1 day at a time daily agency fee	\$25.00
Non membership daily agency fee	\$35.00
Request for nanny's file	\$25.00

Service Guidelines

To effectively manage this service, we mandate that all temporary booking requests be booked directly through our agency and not through the nanny. You can request your favorite nannies at the time of booking and specify whether you want another nanny if your first choice is unavailable. If you book directly with our nanny, we will provide one warning. If you book directly a second time, your membership can be cancelled.

Your booking is complete once we provide the nanny's name and telephone number via telephone, email, or text message. If you cancel your order after the booking is complete, you will still be charged the daily agency fee. For a booking that is 3+ days that is cancelled after completion, a \$75.00 charge will apply. It is suggested that you pay your nanny a \$75 cancellation fee if you book her service two or more days in advance and cancel her service with less than a 24-hour notice.

Temporary nannies are considered your employee and not and not an employee of Colorado Nanny, Inc. If you pay an individual nanny \$2300.00 or more in a calendar year, they are considered your employee and subject to all income reporting laws.

Temporary nannies can be converted to a permanent nanny at any time. If you convert in their first 30 days of employment, all daily agency fees will apply to your permanent placement. If you convert after 30 days of employment, 80% of their daily fees can be applied to your permanent placement.

Required Communication for Booking Requests

We ask that you email us your booking request with the following information. We will not guarantee a response to text messages and voicemails.

Date

Work hours with start and end time

Flexibility with start or end time

Ages of children that need care (if you have 3 or more children)

Note: If you request a specific nanny and that nanny is unavailable, your request will be considered complete unless you specify in advance that you want us to select an alternative candidate.

Colorado Nanny, Inc. reserves the right to change our fees and service guidelines at any time.