

## AGREEMENT AND WAIVER OF LIABILITY

The family agrees to pay American Nanny Company, Inc. a placement fee of \$3150.00. Full payment of this placement fee is due immediately upon the hiring of the nanny. Prompt payment of the fee is the basis of our no longer presenting the candidate to other clients.

If the commitment is broken prior to the start date, by the family or the nanny, the entire \$3150.00 will be refunded.

The family is also responsible for the full fee of any nanny introduced by the American Nanny Company, Inc. that they employ at any point in time or place after the initial presentation. The family agrees to not employ, or refer to other parties, any candidate(s) presented by the American Nanny Company, Inc. without full knowledge and consent of the agency. The family further agrees that any employment or referral of any candidate(s) at any time or place without consent of American Nanny, Inc. will result in full payment of the American Nanny Company, Inc. placement fee.

First Month Guarantee: If the placement is terminated and the nanny leaves during the first month of the nanny's employment for any reason, American Nanny company agrees to find you a suitable replacement nanny at no additional agency cost to you or to refund \$2650.00. It is the responsibility of the employer to notify American Nanny Company of a termination and departure date and the choice of replacement or refund.

No fee is refundable after the first month.

Second Month Guarantee: If the original placement is terminated and the nanny leaves during the second month of the nanny's employment for any reason, American Nanny Company will proceed with best efforts to find a suitable replacement nanny at no additional agency cost to you. It is the responsibility of the employer to notify American Nanny Company of the termination-departure date.

Third Month - Twelfth Month Guarantee: From the beginning of the third month through the end of the twelfth month, American Nanny Company will proceed with best efforts to find a suitable replacement, but will not be responsible for further placements, thereafter, under this agreement. The family will be charged the placement fee less the pro rata amount of the unused months of the initial one-year commitment. This payment will not be due until the anniversary date of the first placement. If the replacement nanny does not stay beyond the anniversary date, no fee will be due.

The family recognizes that American Nanny Company has exerted diligence in screening applicants before recommending the placement of a nanny solely by interviewing individuals and checking those references and verifying the employment and educational history given by each applicant. The agency also performs a criminal and DMV check on each candidate. The family further recognizes that such a process may not be able to ascertain the previous experience and qualifications of each placement and

and that Nanny Company is acting solely as a referral agency and not as the agent for any individual recommended by it.

As a result, I hereby hold American Nanny Company, Inc. harmless from and against any loss or damage arising from this Agreement or arising in the course of the employment by a nanny as contemplated herein, other than the obligation to find a replacement as described above.

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Client Name-Print

\_\_\_\_\_  
Client Name-Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marsha Epstein, President

\_\_\_\_\_  
Date