



REFERRAL AGREEMENT

The Impeccable Nanny Agency (“INA”) is pleased to have the opportunity to match the undersigned (whether one or more, the “Client”) with an experienced household employee pursuant to the terms of this Referral Agreement (the “Agreement”) as set forth below.

1. **Services.** Client desires to hire a household employee (“Candidate”) to provide domestic services including but not limited to child care. INA is a referral agency and will make reasonable efforts according to applicable law to refer Candidates to Client. However, Client understands and agrees that employing a Candidate is the Client’s decision, and that signing up with or paying INA does not guarantee that INA will find a suitable Candidate for Client.

2. **Client Is the Candidate’s Employer.** Client understands and agrees that the Candidate’s work schedule, compensation, method, manner and means of employment, and any other terms and conditions of employment, will be determined by Client and the Candidate. INA will not be responsible for the Candidate’s direction, supervision, control or compensation, and INA is not the Candidate’s employer or co-employer with the Client. Rather, Client will be solely responsible for the Candidate’s direction, supervision, control, and compensation (including directly paying wages to the Candidate), and Client understands and agrees that Client is the Candidate’s employer. The Impeccable Nanny Agency assumes no responsibility for paying or withholding any Federal or local taxes, social security contributions, or insurance premiums required or arising from the Candidate’s employment with the Client.

3. **Fee and Policy Schedule.** Client acknowledges receipt of a copy of INA’s Fee and Policy Schedule, the terms and provisions of which are incorporated herein by reference (the “Fee Schedule”), and agrees to pay all relevant registration fees and service fees as set forth on the Fee Schedule, as may be revised from time to time.

4. **Fees Non-Refundable.** The Client acknowledges and agrees that once paid, the Placement Fee (as that term is defined on the Fee Schedule), or any portion thereof, is non-refundable. Notwithstanding the foregoing, if the Candidate hired by the Client is terminated or resigns the agency will honor the replacement policy located in the Fee Schedule dependent on the Service chosen (as set forth on the Fee Schedule). The Client acknowledges and agrees, however, that the Agency cannot guarantee that it will have an acceptable replacement nanny candidate available.

REFERRAL AGREEMENT

5. Confidential Information: Client understands and agrees that all information and materials about Candidates are to be kept strictly confidential, are the property of INA, and are to be used only in conjunction with INA's referral services. If Client provides Candidate information to another party and the other party hires or otherwise engages the Candidate without compensating INA its full fees, Client will be responsible for paying INA's full fees as stated in this Agreement as if INA had placed the Candidate with a Client. INA will keep all of the Client's information confidential.

6. DISCLAIMER/HOLD HARMLESS/LIMITATION OF LIABILITY: Except as expressly stated in this Agreement, INA assumes no liability or responsibility for, and makes no express or implied guarantees, representations, or warranties about, any information, material, services, referrals, Candidates, independent contractors, employees or potential employees (including but not limited to the qualifications or performance of Candidates) it provides to Client. **Client's use of INA's services is at Client's own risk.** Additionally, INA does not employ or exercise control or discretion over Candidates or any person referred by INA to Client, and disclaims all responsibilities for such individuals' conduct, misconduct, negligence, or omissions.

Additionally, to the maximum extent permitted by law, Client shall indemnify, defend, and hold INA and its owners, agents, employees, officers, directors, representatives, attorneys, and affiliated persons and entities harmless against any damages or liability whatsoever arising out of or in any way in connection with Candidate's conduct, negligence, omission(s) or misconduct.

In no event shall either party be liable for consequential, incidental, exemplary, punitive, special, or indirect damages of any kind. Further, a party's aggregate liability for damages of any kind under this Agreement – excluding Client's potential financial responsibilities in Section 3 of this Agreement; the fees, costs, and interest related to collections as referenced in Section 4 of this Agreement; and the indemnity, defense and hold harmless provision in Section 6 of this Agreement – shall be limited to the amount of the fees received by or owed to INA from Client, whichever is greater. If any waiver, exclusion, or limitation of damages is not permitted by law, the parties' liability to each other is limited to the maximum extent permitted by law.

7. Miscellaneous: This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Any action or proceeding commenced regarding this Agreement or the subjects herein shall be brought in the State of Connecticut.

This Agreement is entered into by INA and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between INA and Client and supersedes all prior oral and written agreements between INA and Client with respect to the subjects covered in this Agreement. This Agreement shall not be amended or modified except in a mutually agreed upon writing signed by Client and an authorized representative of INA expressly stating an intent to modify or amend this Agreement.

REFERRAL AGREEMENT

Client represents that he or she has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he or she has had all such time that he or she desires within which to consider this Agreement; that he or she has had the opportunity to consult with an attorney of his or her own choosing and at his or her own expense to review this Agreement; and that he or she has availed himself or herself of this opportunity to the extent, if any, that he or she wished to do so.

The terms of this Agreement are severable. The invalidity or unenforceability of any provision within this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable. Further, consistent with the purposes of this Agreement, any otherwise invalid provision of this Agreement may be reformed and, as reformed, enforced by any party to this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Failure or delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of any right, remedy, power or privilege. Each party agrees that the other party is not responsible for any events or circumstances beyond its control that prevent the party from meeting its obligations under this Agreement.

Neither party shall assign or transfer this Agreement or any interest herein without the prior written consent of the other party. The rights and remedies provided in this Agreement shall be the sole and exclusive rights of the parties against one another relating to the subject matter of this Agreement. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Either party to this Agreement may terminate this Agreement with 24 hours prior written notice to the other party. Sections 3, 4, 6 and 7 of this Agreement shall remain in effect even after termination of this Agreement.

The parties hereby certify, represent and warrant that they have carefully read this Agreement, that they fully understand its final and binding effect, and that they agree to all its terms and conditions.

CLIENT:

(SEAL)

(SEAL)

Jane Thielen
President, The Impeccable Nanny Agency

CLIENT:

(SEAL)



PAYMENT PLAN OPTIONS

Please choose the method you wish to pay with below:

Option 1: Automated Draft Form

I allow The Impeccable Nanny Agency to draft our payments from my bank account on an as-used basis to pay for our child care services.

You may enter your account and routing numbers below.

My account and routing numbers are as followed:

Routing: _____

Account: _____

Type of Account: _____

Option 2: Credit Card

Name on Card: _____

Billing Address: _____

Card Number: _____

Expiration Date: ____ / ____

Security Code: _____

Cardholder Signature: _____

I have read and accept the current fee and policy schedule. I attest that the information above is accurate and true.

Client Name: _____

Client Signature: _____

Date Signed: ____ / ____ / ____
month / date / year



FEES & POLICY SCHEDULE

1. Search Deposit:

To begin the process for placement for a Nanny/Family Assistant/ Housekeeper/ Domestic Employee, the Client shall pay The Impeccable Nanny Agency a five hundred dollar (\$500.00) search deposit. This amount will be applied to the final placement fee. The search deposit is non-refundable.

2. Full-Time Placement Fee: Nanny/Family Assistant/ Housekeeper/ Domestic Employee:

For Families needing care for more than 35 hours a week, The Impeccable Nanny Agency offers Full-Time Placements. Upon successful placement of a Full-Time Nanny/ Family Assistant/ Housekeeper/ Domestic Employee, the Client shall pay the placement fee of twelve percent (12%) of the candidate's gross annual salary. There shall be a minimum placement fee of \$3,500. The placement fee is due in full minus the deposit previously paid. The Client will pay the Nanny/ Family Assistant/ Housekeeper/ Domestic Employee directly for their services.

3. Part-Time Placement Fee: Nanny/Family Assistant/ Housekeeper/ Domestic Employee:

For Families needing care up to 34 hours a week, a Part-Time Placement is available. Upon successful placement of a Part-Time Nanny/Family Assistant/ Housekeeper/ Domestic Employee, the Client shall pay the placement fee of fifteen percent (15%) of the candidate's gross annual salary. There shall be a minimum placement fee of \$1,500. The placement fee is due in full minus the deposit previously paid. The Client will pay the Nanny/ Family Assistant/ Housekeeper/ Domestic Employee directly for his or her services.

4. Short-Term Placement Fee: Nanny/Family Assistant/ Housekeeper/ Domestic Employee:

For Families needing short-term care, for less than 3 months, a Short-Term Placement is available. Upon successful placement of a Short-Term Nanny/Family Assistant/ Housekeeper/ Domestic Employee, the Client shall pay the placement fee of fifteen hundred dollars (\$1,500). The placement fee is due in full minus the deposit previously paid. The Client will pay the Nanny/ Family Assistant/ Housekeeper/ Domestic Employee directly for his or her services. If the Client keeps the Nanny/ Family Assistant/ Housekeeper/ Domestic Employee beyond the 90-day placement period the Client will pay the full-time placement fee outlined in Section 2.

5. Transportation of Children:

For the safety of the Client's children, INA recommends that the family provides a vehicle for the nanny to transport children while on the job. Requiring a nanny to provide their own vehicle can extend your search period and decrease the number of viable candidates for your position. If a placement is made where the nanny uses their personal vehicle to transport the Client's children, they are to be paid the IRS mileage reimbursement rate of \$0.67 per mile as of 2024.

FEES & POLICY SCHEDULE

6. Short-Term Replacement Policy:

If the initial candidate leaves the Client's employment, The Impeccable Nanny Agency will perform one additional Nanny search to the best of our ability for the purpose of replacing the initial candidate within the remaining time of the short-term employment agreement.

The Impeccable Nanny Agency's obligation to provide additional referrals is expressly conditioned on Client's (1) satisfaction of all of its obligations under this Agreement, including but not limited to payment of all The Impeccable Nanny Agency's fees and charges in a timely manner; (2) notification to The Impeccable Nanny Agency within 48 hours of the Candidate's termination of employment; (3) abiding by all applicable laws (4) not materially changing the Candidate's job duties or job description; (5) providing The Impeccable Nanny Agency with a fully executed copy of the Client's work agreement with the Candidate by the Candidate's first day of employment or other engagement with Client; and (6) not engaging in any acts of harassment, abuse, or moral turpitude in the context of the employment relationship. Determining compliance with these conditions is at the sole and absolute discretion of The Impeccable Nanny Agency.

If the Client fails to satisfy all the aforementioned conditions, The Impeccable Nanny Agency shall have no further obligations to the Client. The Impeccable Nanny Agency's obligation to provide additional referrals shall not apply if the Candidate gives the Client notice of their intention to terminate their employment with the Client at the end of the short-term placement period.

7. Replacement Policy for Full-Time:

If the initial Candidate leaves the Client's employment, a prorated credit will be provided to the Client to start a new search based on the number of days the Candidate worked for the Client.

Credit replacement

0-90 days- 100% credit

91-150 days- 75% credit

151-180 days- 50% credit

181-210 days- 25% credit

INA will make reasonable efforts according to applicable law for 30 days to provide additional referrals for a maximum of one replacement Candidate to the Client. Client has 30 days from the date of the Candidate's last day of employment or other engagement with Client to invoke this Replacement Policy with INA. INA's obligation to provide additional referrals is expressly conditioned on Client's (1) satisfaction of all of its obligations under this Agreement, including but not limited to payment of all INA's fees and charges in a timely manner; (2) notification to INA within 48 hours of the Candidate's termination of employment; (3) abiding by all applicable laws, including paying the Candidate in a timely manner in full as required by law; (4) not materially changing the Candidate's job duties or job description; (5) providing INA with a fully executed copy of the Client's work agreement with the Candidate by the Candidate's first day of employment or other engagement with Client; and (6) not engaging in any acts of harassment, abuse, or moral

FEES & POLICY SCHEDULE

turpitude in the context of the employment relationship. Determining compliance with these conditions is in the sole and absolute discretion of INA. If the Client fails to satisfy all the aforementioned conditions, INA shall have no further obligations to the Client.

8. Replacement Policy for Part-Time:

If the initial Candidate leaves the Client's employment within the 30 days replacement policy time limits, INA will make reasonable efforts according to applicable law for 30 days to provide additional referrals for a maximum of one replacement Candidate to the Client. Client has 30 days from the date of the Candidate's last day of employment or other engagement with Client to invoke this Replacement Policy with INA. INA's obligation to provide additional referrals is expressly conditioned on Client's (1) satisfaction of all of its obligations under this Agreement, including but not limited to payment of all INA's fees and charges in a timely manner; (2) notification to INA within 48 hours of the Candidate's termination of employment; (3) abiding by all applicable laws, including paying the Candidate in a timely manner in full as required by law; (4) not materially changing the Candidate's job duties or job description; (5) providing INA with a fully executed copy of the Client's work agreement with the Candidate by the Candidate's first day of employment or other engagement with Client; and (6) not engaging in any acts of harassment, abuse, or moral turpitude in the context of the employment relationship. Determining compliance with these conditions is in the sole and absolute discretion of the INA. If the Client fails to satisfy all the aforementioned conditions, INA shall have no further obligations to the Client.

9. Non-Responsiveness Clause:

In the event the Client does not respond to The Impeccable Nanny Agency after three (3) written attempts, the Client does not place a Candidate presented by The Impeccable Nanny Agency within 60 days of the signing of this Agreement, and The Impeccable Nanny Agency has provided at least three (3) Candidates who, in the sole and absolute discretion of The Impeccable Nanny Agency, are reasonably suited to perform the duties set forth in the Client's job description (a "Candidate"), the Client will be charged a seven-hundred-and fifty-dollar (\$750.00) non-refundable deposit ("Deposit") to continue receiving The Impeccable Nanny Agency's services. The Deposit will be applied to the final balance due upon the hiring of a Candidate; however, if the Client alters the job description from that which the Client expressed in their family application and such alteration causes a new search, the Deposit will not be applied to the balance due and is non-refundable.

10. Payment:

The Client shall keep a credit card number or bank account number on file with The Impeccable Nanny Agency. The Impeccable Nanny Agency shall charge the Client's credit card or draft from the bank account number for all services requested. **Please note that all fees are processed through QuickBooks under the name Rising Sun Connections.**

FEES & POLICY SCHEDULE

11. Late Fee:

Clients are required to keep The Impeccable Nanny Agency informed of any account changes to their credit card or bank account information. Updates or payments that are not given to The Impeccable Nanny Agency within five (5) days of invoice dates are subject to a twenty-five dollar (\$25.00) Late Fee.

FOR SITTING SERVICES

12. Annual Sitting Services Registration: The Client shall pay INA one hundred fifty dollars (\$150) annually for access to INA Sitters.

13. Sitter Booking: The Client shall pay INA forty dollars (\$40.00) per booking request of an INA Sitting. The Client shall pay the Sitter directly for all hours reserved.

14. Booking Minimums: The Client will be billed for all hours requested on any given date. The Sitter will be paid for all hours reserved even if they are let go early from the shift. There shall be a four (4) hour minimum charge per booking.

15. Premium Dates: All requests on the following dates will be handled on a first-come, first-served basis. The booking fee for premium dates increases to sixty dollars (\$60). INA identifies the following as premium dates: New Year's Day, Easter, Mother's Day, Memorial Day, Father's Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, or the evenings of Valentine's Day, and New Year's Eve.

16. Urgency Fee: If the Client requests a Sitter less than forty-eight (48) hours prior notice, the Client will pay an additional urgency fee of Twenty-Five Dollars (\$25.00) if INA is able to match the Client with a Sitter.

17. Cancellations: The Client will cancel with as much notice in advance of the scheduled day. If a notice of cancellation is provided less than 24 hours before the scheduled day, INA reserves the right to bill you 100% of the scheduled charge.

18. Sitter Replacement: In the event that the scheduled Sitter is unable to provide the scheduled services due to unforeseen circumstances (e.g. family emergency, illness, weather, etc.), INA will make all reasonable attempts to schedule an alternate Sitter to cover the shift or reschedule the day of services.

19. Revision of Fees and Policies Hereunder:

The Impeccable Nanny Agency may revise this Fee and Policy Schedule from time to time upon notice to the Client.