



Nanny Search Agreement

The following is a Nanny Search Agreement between Munchkin Minders (herein referred to as "MM"):

1. MM placement fees are \$500.00 for min nanny placement (up to 3 months), \$1000.00.00 for part time placement (up to 29 hours per week), \$1250.00 for full time placement (30 or more hours per week) and \$1500.00 for live in nanny placement (full time/part time).
2. Client agrees to pay a non refundable retainer of \$150.00 to MM (cash or check made payable to Munchkin Minders).
3. MM agrees to begin work on Nanny search immediately upon receipt of retainer.
4. Upon successful search completion, the full amount of retainer will be applied as credit toward total placement fee.
5. Client agrees to pay the remainder of placement fee of \$350.00 for Mini Nanny Placement (up to 3 months), \$850.00 for Part Time Placement (16 to 29 hours), \$1100.00.00 for Full Time Placement (30 + hours), or \$1350.00 Full Time Placement (30 + hours) to MM due upon the first day of Nanny's employment with Client.
6. Nanny agrees to work for Client for a 6 month (180 day) term unless: Client subjects Nanny to unfair or illegal work conditions, Client does not give Nanny agreed upon minimum number of hours, Client breeches the Nanny Client Work Agreement causing a substantial change in work hours, compensation, and/or duties. Barring these exceptions, if Nanny leaves Client's employ before completion of 6 months (180 days) service, MM agrees to find and present at least two qualified Nanny replacement candidates at no additional cost to Client. In the event that MM is unable to find two qualified replacement candidates within a period of 3 months, MM will at it's discretion refund a prorated amount of the original placement fee. MM will not present replacement Nanny candidates or refund any portion of the placement fee if the Nanny leaves before completion of 6 months (180 days) service due to the above listed exceptions.
7. For a mini nanny, employment is not to exceed 3 months (90 days), and is guaranteed for 1 month (30 days). This guarantee becomes null and void should the client subject the nanny to an unfair or illegal work condition, not provide nanny with agreed upon number of hours, eliminate the position, or not pay nanny agreed upon salary. In the event that MM is unable to find two qualified replacement candidates within a period of 1 month, MM will at it's discretion refund a prorated amount of the original placement fee. MM will not present replacement Nanny candidates or refund any portion of the placement fee if the Nanny leaves before completion of 3 months (90 days) service due to the above listed exceptions.
8. MM is a referral agency only, and is not an employer of Nanny. MM assumes no responsibility or liability for conduct or actions of Nanny. Client has the final say regarding hiring Nanny, and MM recommends that Client take all necessary steps to verify the truthfulness and completeness of any and all information submitted, either by MM or by Nanny directly.
9. Client agrees to hire Nanny using their own judgment, including personal interview, verification of reference checks, utilizing trial work days, etc.
10. Client accepts all responsibility and risks to Client, Client's family, and/or personal property for injury or loss, arising out of or related to the placement of Nanny with Client.
11. Client understands that all Nanny contact information is private. Client will not contact Nanny in an effort to circumvent MM services or to avoid paying MM fees. Client also agrees not to give Nanny contact information to any third parties. Client understands that MM will hold Client and Nanny severally liable for unpaid fees pertaining to any service relationship established between Client and Nanny (or a third party and Nanny, if Client introduced the third party and Nanny without express permission from MM), for a period of 1 year from the last communication between MM and Client regarding Nanny candidate.
12. Client agrees that all disputes between Client and MM shall be resolved through final and binding arbitration. The arbitration to be only conducted in San Diego County, California, in accordance with the rules and regulations of the American Arbitration Association. Client and MM to split the cost of arbitration filing, hearing fees, and arbitrator. Each party bearing own attorney fees. Client agrees that the arbitration shall be instead of any civil litigation. Client waives the right to a jury trial as to such claims.

With my signature, I hereby state that I have read and understand the Nanny Search Agreement, and I convey my agreement and acceptance of the terms and conditions laid out within said Agreement.

Client Name (please print)_____

Client Name (please print)_____

Signature_____ Date:_____

Signature_____ Date:_____