

Agency Service Agreement

CLIENT GUIDELINES AND POLICIES

MM will not provide any services without Client first signing this agreement. Please sign and return to MM, and keep a copy for future reference.

1. Client agrees to pay Sitter/Nanny/Assistant for hours worked including, but not limited to, the four hour minimum and mileage as applicable and any extra fees such as the multiple family fee, parking fees, etc.
2. Client understands that Munchkin Minders is a referral agency, and not an employer of the Sitters/Nannies/Assistants we work with. While each sitter, nanny or assistant is carefully interviewed and screened, Munchkin Minders accepts no responsibility for any loss or injury to client and/or client's property due to the Sitter/Nanny/Assistant's actions, negligence or willful misconduct. Client agrees to waive any and all claim(s) against Munchkin Minders and its Owners for damages caused, directly or indirectly, by Sitter/Nanny/Assistant. 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 having engaged Sitter/Nanny/Assistant services.
3. Client agrees to leave emergency contact information for Sitter/Nanny/Assistant so that Client can be reached at all times.
4. For on-call assignments, if an interview is requested prior to commencement of the assignment, client agrees to pay Sitter \$15.00 for the 1 hour interview.
5. For each assignment, a booking fee/deposit will be paid to Munchkin Minders at the time of booking. This fee is payable by credit card. This applies to each assignment a sitter is in your home or hotel.
6. For on-call assignments, 24 hours notice is required to cancel once a Sitter/Nanny/Assistant has been assigned. If required notice is not given, a \$30 cancellation fee will be applied to Clients credit card. If Client is merely re-scheduling for a different date during the same week with the same sitter/assistant, the full amount of the booking fees/deposit will be applied to the new assignment date.
7. For overnight assignments, 72 hours notice of cancellation is required once a sitter has been assigned. If required notice is not given, Client will be charged 50% of the first 24hrs. If Client is merely re-scheduling for a different date during same week with the same sitter/assistant, the full amount of booking fees/deposit will be applied to the new assignment date.
8. Once an overnight assignment has begun, should Client return home earlier than the scheduled return date, Client will be charged a minimum of one 24 hour period + the standard hourly rate for each additional hour, or any part of an hour rounded to the nearest 15min., worked prior to Client's return. If Client returns home less than 24 hrs. earlier than expected, client will pay Sitter/Nanny/Assistant the regular hourly rate for the remainder of time that Sitter was scheduled for. If the 24 hour rate is less than the standard hourly rate, Client will pay the lesser of the two.
9. If Sitter/Nanny/Assistant shows up to an assignment and is no longer needed, Client agrees to pay sitter/nanny/assistant for the full 4 hours, including any parking fees, rush fees, cancellation fees, etc. Booking fees/deposits will not be refunded.
10. Final payment for all assignments shall be made at the end of the assignment, paid directly to the sitter/nanny/assistant (cash or personal check). Client agrees to sign a time card receipt and retain a copy for their records.

11. **Client understands and agrees that all arrangements for future assignments will be made through Munchkin Minders. Client is welcome to discuss future assignment availability with Sitter/Nanny/Assistant, but will always schedule with Munchkin Minders. Munchkin Minders will exercise it's right to collect any circumvented or otherwise uncollected fees from both Sitter/Nanny/Assistant and Client severally.**
12. Holiday rates are calculated by multiplying our regular rates by 1.5. The following is a list of days on which holiday rates will apply: New Year's Day, Valentines Day (after 5pm), Easter, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve* (after 5pm). * Rates for New Year's Eve will be \$21/hour for 1-2 children and \$3/hour for each additional sibling.
13. Add \$10 to the booking fee/deposit, and \$2 per hour for children with special needs and/or children who are younger than 6 mo. old.
14. Client agrees that all disputes between Client, Munchkin Minders and Sitter/Nanny/Assistant 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, Sitter/Nanny/Assistant and Munchkin Minders agree 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. Client further agrees that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

I have read the Agency Service Agreement and I understand that I am welcome to ask questions. By signing below I indicate my willingness to follow the stipulations set forth within this agreement:

Client Name (please print)

Client Signature

Date