



Nanny Traveler, LLC  
Superior Childcare for the Traveling Family

PO Box 20252, New York, NY 10021  
Main 646-283-1237

## REFERRAL AGREEMENT

This REFERRAL AGREEMENT between \_\_\_\_\_, with an address of \_\_\_\_\_ ("Client") and NANNY TRAVELER, LLC, with an address of PO Box 20252, New York, NY 10021 ("Agency") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

### 1. PURPOSE OF AGREEMENT

Client desires to hire a permanent childcare provider, otherwise known as a "nanny". The Agency is a nanny referral agency and desires to assist Client in recruiting, locating, and qualifying candidates to serve as a nanny for Client.

### 2. CANDIDATE REFERRALS

The Agency agrees to use its best efforts to recruit and qualify nanny candidates in a timely manner on behalf of Client. The Agency will submit candidates' resumes for Client to review. The Agency agrees to disclose all relevant information acquired by the Agency throughout the qualification process. The Agency is required to only locate candidates willing to serve as a nanny based upon the job description provided by Client, and upon the salary information and geographic locations identified by Client and nanny candidates.

All referred candidates are considered to be valid referrals from Agency to Client unless client immediately notifies Agency of recent and prior employment conversations which client has conducted with specific candidate within 30 days preceding Agency's referral of such a candidate to Client. Referred candidates are considered active Agency candidates for a period of one year from date of initial referral to Client. Should client hire or employ a referral candidate in any job during that period, the fees as described below will be due to Agency. All candidate referrals will be documented by resumes submitted by Agency to Client.

Neither Client nor any person affiliated with Client will disclose any third party information regarding any and all nanny candidates, including names and phone numbers provided by the Agency. The parties expressly acknowledge that the information prepared and provided by the Agency is confidential in nature and at all times is proprietary information owned by the Agency. Information provided to Client from the Agency is solely for the purpose of selecting a nanny pursuant to this Agreement. Under no circumstances will Client have the right to contact nanny candidates directly for the purpose of babysitting, referrals to a third party, or future nanny searches.

### 3. FEE SCHEDULE

If, by reason of Agency's effort, in whole or in part, a nanny is found, the Client shall pay Agency a Referral Fee equal to 15% of Nanny's projected first year salary. Full payment of Referral Fee shall be due 30 calendar days from Nanny's start date. All past due accounts will be subject to a 1.5% per month late charge, which is 18% per year. Referral Fee is NON-REFUNDABLE.

### 4. REPLACEMENT POLICY

If employment between Client and a candidate referred by Agency and hired by Client is terminated within 180 days of the start date, Agency will use its best efforts to assist Client in recruiting and locating other qualifying candidates to serve as a nanny for Client without an additional Referral Fee. Such replacement will be for the original job description only. Any modification in job description shall constitute a new search and will involve a new fee. The Agency does not have a replacement obligation if Client has not paid Agency the Referral Fee in its entirety.

### 5. TERMS AND CONDITIONS

The Agency will serve as the agent of Client for the purpose of recruiting, screening and presenting nanny candidates for client review. All hiring decisions will be made solely by Client. Client is responsible for verifying all information pertinent to Client's decision to hire or

retain the nanny candidate. Agency does not guarantee credentials nor guarantee the satisfaction performance of any nanny. All liability associated with the hiring decision will be assumed by Client.

The parties agree and acknowledge that any nanny hired by Client will be an employee of Client. Client is responsible for all employment matters, including, but not limited to, assignment of job duties, working days and hours, salary, benefits, supervision and management. The Agency will not be a party to any employment agreement or contract between Client and the nanny candidates submitted by the Agency to Client.

In no event will Agency be liable or otherwise responsible for any action performed by the nanny, including, but not limited to negligence, malfeasance or willful misconduct by the nanny. Under no circumstances will Client have the right to make any direct claims of any kind against the Agency, its officers, directors, owners, shareholders, employees or agents related to the performance, acts or omissions of the Candidate. The Agency is strictly a referral service and Client is solely responsible for the selection of the applicant.

**6. MISCELLANEOUS**

The Agency does not discriminate in the screening or referral of candidates based on race, color, religion, sex, national origin, mental status, or any other protected characteristic.

This Agreement contains the entire agreement between the parties and supersedes all previous agreements whether written or oral. This Agreement may be modified, but such a modification can only be made in writing and must be signed by both parties. However, any such termination shall not affect Client’s fee payment obligations under Section 3 of this Agreement. In addition, notwithstanding any such termination, a fee to Agency shall be due if a referred candidate from Agency is subsequently hired by Client or any affiliate of Client within 1 year of the initial referral date.

This Agreement will be governed by the laws of the State of New York.

The Agency is in no way to be construed as employer of any referral candidate. The Client agrees to unconditionally release and forever discharge the Agency, its directors, officers, owners, employees and agents and hold them harmless from any and all liabilities, claims, and causes of action whatsoever, arising out of or in any way connected with the referral or subsequent performance or nonperformance of the nanny.

The Agency will not disclose to any third party, other than as necessary to perform pursuant to this Agreement, any personal or identifying information provided to the Agency by Client.

This contract serves as a Master Agreement for multiple placements and is valid for two (2) years from date of Client’s original signature.

In the event Client does not hire or retain the services of a nanny candidate submitted to Client by the Agency, and Client refers the nanny candidate to a third party who hires or retains the services of the candidate, Client will pay to the Agency the entire placement fee under the same terms and conditions as if Client had hired or retained the services of the nanny candidate, including all applicable late charges and other costs and expenses associated with collecting such a fee, including, but not limited to, reasonable attorneys' fees.

Client acknowledge it has received, read, and understands the provisions of “Worker Protection in New York State”, a copy of which as been provided by Agency to Client and each candidate referred by Agency to Client.

In the event either party files suit to enforce the terms and conditions of this Agreement, the prevailing party in the resulting litigation is entitled to recover its costs, expenses and reasonable attorneys' fees.

A faxed copy shall serve as the original.

Client name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_

Nanny Traveler, LLC  
Holly D. Redfern, Owner

Agent name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_

**PLEASE SCAN A SIGNED COPY TO [HOLLY@NANNYTRAVELER.COM](mailto:HOLLY@NANNYTRAVELER.COM).**