

SERVICE AGREEMENT

I, _____ (Client, hereinafter referred to as the “Client”), agree to use the services of Huntington Nannies (hereinafter referred to as “HN”) in the referral and placement of a Nanny, Housekeeper, Mother’s Helper, Baby Nurse, Chef, Companion, Couples (Team), Personal Assistant (hereinafter referred to as “Employee”) in my household.

In consideration for the aforementioned placement, I will pay a referral fee to HN. This fee is contingent upon a placement or hire. I understand, agree, and accept that all applicant information and files of applicants which are received from HN are the property of HN, and the contents thereof are confidential. I agree that I will not disclose to anyone the names and/or addresses or telephone numbers of any applicants. If I violate the provision and any information contained in the file is disclosed to a third party by me, and that third party hires the applicant, I agree to pay the placement fee of said applicant. In the event that HN press suit to enforce this provision, then the prevailing party shall be reimbursed for court costs and reasonable attorney fees.

Should I hire an employee referred through HN, I understand that referral fees are due when the offer of employment is extended and accepted, and it is required that a check is mailed at that time. Your new employee is not permitted to start work until full fees have been received by HN. Fees due are based on employee’s gross wages prior to deductions.

Placement - Full Time Permanent: The Client will pay HN 15% of the total annual gross compensation if the Client hires a Domestic referred by HN.

Placement - Part Time Permanent (25 hrs. a week or less): The Client will pay to HN 15% of the total annual gross compensation (or \$1000 minimum, whichever is greater), if the Client hires a Domestic referred by HN.

Placement - Temporary: The Client will pay HN 35% of the total compensation the Client pays the Domestic (or \$25.00 per day, whichever is greater), if the Client hires a Domestic referred by HN.

California State Law requires that childcare providers placed through HN are to be registered with Trustline. The cost of \$124.00 will be forwarded to HN at the time of placement and will be due in addition to the referral fees. Please make your checks payable to the *Department of Justice*.

Guarantee - If the employment relationship between the Employee and the Client is terminated for any reason within 3 months after the commencement of work, HN will conduct one additional search at no charge. HN will make reasonable efforts to successfully replace your employee, but HN is not to be held responsible if these efforts are unsuccessful. It is understood and agreed that Client is not entitled to a refund of all or any part of the placement fee. After (3) months from the commencement of work, HN is under no obligation to provide additional services to Client.

Employer acknowledges that due to the extreme shortage of live-in nannies, the agency may not be able to find a suitable replacement employee in a timely manner. If Employer wishes, the agency will use reasonable efforts to find Employer a live-out nanny on a temporary basis until a live-in is found. In the event of a replacement, the Client agrees to pay the Trustline registration fee.

The employer agrees not to request of employees anything that would be considered objectionable or that would tend to bring risk to the health or well-being of the employee. If the employee leaves because of the foregoing, this replacement agreement is void. If the job is to live in, employer shall provide employee with suitable living quarters and adequate board. Violation of this provision voids the replacement guarantee. The probation period is valid only if the referral fee is received prior to employee commencing employment.

HN is a referral agency only; it is not an employer or co-employer and assumes no liability or responsibility for any act of an employee or employer. It is the client's responsibility to confirm and verify all references and information supplied by HN to ensure a suitable placement. Nothing in this agreement is intended to guarantee the satisfactory performance of your employee, although we do exercise reasonable efforts in referring a suitable applicant to you for your selection.

Client does release and forever discharge HN, our officers, directors, agents, and employees from any and all claims arising out of a placement of an employee which they have or forever may have and agrees to hold harmless HN from any and all claims arising out of a placement of an employee with the client. Any controversy or claim arising out of or relating to this contract or the breach thereof outside of the jurisdiction of small claims court shall be submitted to arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by arbitrator may be entered in any court having jurisdiction thereof.

I understand that the majority of work done by HN will be done in Los Angeles County. In connection with this contract we therefore stipulate and agree that any litigation which arises from this contract will be placed in the jurisdictional limits of Los Angeles County. I understand and agree that if I accept a referral from HN I will be obligated to pay the above described referral fees. In addition, I further understand that in the event HN must seek collection of the above described fee or any portion thereof, I shall be responsible to pay all costs of such collection, including court costs and reasonable attorney's fees.

CLIENT HAS READ, UNDERSTANDS, AND ACCEPTS THIS AGREEMENT AND HAS KEPT ONE COPY.

Client

Date

Huntington Nannies

Date