



## **Contract Between Candidate and Elisha Hines, DBA, La Creme Nannies**

### **Referral Relationship**

You agree that Elisha Hines DBA La Crème Nannies is a referral agent only and does not directly or indirectly hire you, the business staff candidate. You understand that if a position is not successful, Elisha Hines is not obligated to help you find a replacement or to reimburse you of any expenses. You hereby agree to enter into this referral relationship between you and Elisha Hines. You agree to use best efforts with clients referred to you by Elisha Hines. Wages and taxes are between you and the clients of Elisha Hines. You verify that all of the information that you provided to Elisha Hines is accurate and true to the best of your knowledge. You understand that you are not guaranteed a position with a client referred to you by Elisha Hines, and she reserves the right to reject a candidate at any time and for any lawful reason. You have been informed that Elisha Hines will conduct a background check, verify references, and conduct a series of interviews. You understand that she will be requesting information from Federal, State, and local agencies that may contain your past activities. You authorize without reservation, any agency or party contacted by Elisha Hines to supply this information.

### **Non-Compete and Confidentiality**

You understand and agree that this non-compete agreement is valid for one year from the time you last work for a client of Elisha Hines. You agree to remain in contact with Elisha during the search process. You agree and understand that you will not offer your services to a client of Elisha

Hines without first having her permission. You understand that you must inform Elisha Hines of any contracts or job offers that come from a client that was first referred to you by her. You agree to update Elisha Hines in regards to the status of interviews with her clients. You agree that you will not accept a position without her knowledge and written permission. You agree that you will not disclose information about referred clients with other potential candidates to exclude Elisha Hines. You understand that failure to conform to this may result in legal action taken against you and a fine of the full payment fee of that hire. The laws of the state of Wisconsin would apply, and any litigation would occur in Dane County in the state of Wisconsin.

### **Indemnification Clause**

You agree to defend and indemnify Elisha Hines DBA La Creme Nannies, to the full extent of the law in the event of any lawsuits between her and a client in which you were referred to through her.

### **Release from Responsibility of Damages**

You hereby release Elisha Hines from all claims, liabilities, losses, obligations, expenses and attorney's fees arising out of or in any way being related to this referral with the exception of any damages arising from the intentional misconduct or gross negligence of Elisha Hines to the maximum extent of the law. You also release Elisha Hines from any damages incurred as a result of the referral with the exception of any intentional harm or gross negligence. You understand that Elisha Hines screens all clients to the best of her knowledge. She cannot guarantee the integrity or the reliability of her clients.

### **Signatures & Date of Agreement**

By signing this agreement, you understand and accept the terms and conditions of this contract.

Name

Date

Name

Date

