**Nanny Agency - Family Contract Template**

IMPORTANT: This template needs editing before giving to a Family.

Be sure to pay **review it carefully with your attorney**, paying attention to all sections including liability, fees, conditions, employee or independent contractor sections

**Agency / Family Agreement**

**Purpose**

This agreement is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_, between Nannies from the “Enter Your Nanny Agency name”. (hereinafter referred to as “the AGENCY”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as "the FAMILY”). The purpose of this agreement is to define the terms and conditions under which the AGENCY will assist the FAMILY in the hiring of an EMPLOYEE/INDEPENDENT CONTRACTOR (hereinafter referred to as “nanny or nannies) as an in-home childcare provider.

**Agency Responsibilities**

The AGENCY agrees to screen and refer qualified persons, primarily but not limited to, those who have had a previous relationship with the AGENCY. The AGENCY will collect detailed information from each prospective EMPLOYEE/INDEPENDENT CONTRACTOR regarding experience, qualifications, expectations, health and other items relevant for employment with the FAMILY. The AGENCY will obtain references from the prospective EMPLOYEE/INDEPENDENT CONTRACTOR and will contact at least three of these to determine the prospective EMPLOYEE/INDEPENDENT CONTRACTOR's qualifications and potential suitability for employment with the FAMILY. The AGENCY will provide criminal background checks, social security trace, sex offender registry and driving record information to the FAMILY.

The AGENCY will personally interview any prospective EMPLOYEE/INDEPENDENT CONTRACTOR before she/he interviews with the FAMILY. The AGENCY will disclose to the FAMILY all relevant information in its files for each prospective EMPLOYEE/INDEPENDENT CONTRACTOR referred to the FAMILY. A detailed file will be provided for each referral that documents the screening process and the results.

**Family Responsibilities**

The FAMILY agrees to provide accurate and complete information to the AGENCY regarding its expectations for an EMPLOYEE/INDEPENDENT CONTRACTOR and the terms and conditions of employment.

It is the responsibility of the FAMILY to decide whether to hire or not hire an EMPLOYEE/INDEPENDENT CONTRACTOR from one or more candidates referred by the AGENCY. The FAMILY will review the file provided by the AGENCY, interview the candidate and contact references if desired.

The FAMILY agrees to negotiate and sign a written employment agreement with the selected EMPLOYEE/INDEPENDENT CONTRACTOR. The agreement insures that important topics are discussed and agreed upon during the employment negotiations. Such agreement will not limit either party's legal right to terminate employment at any time. The FAMILY may develop its own form or use an employment agreement form provided by the AGENCY.

**Application and Placement Fees**

The FAMILY agrees to pay a “Enter Your Application/Referral Fee here e.g. $200” application/referral fee prior to initiation of the nanny placement process. The fee is non-refundable.

The placement fee for a long-term full-time or part-time position is “Enter Your Placement Fee here e.g. $1500”. The placement fee is due no later than seven (7) days after the first day of employment of an EMPLOYEE/INDEPENDENT CONTRACTOR referred by the AGENCY. If the placement fee is not received by day eight (8) after the first day of employment of an EMPLOYEE/INDEPENDENT CONTRACTOR referred by the AGENCY, the AGENCY will charge the placement fee on the credit card of the FAMILY. No client application will be accepted without a valid credit card number and authorization of use by the AGENCY. For this purpose, the signing of this agreement specifically authorizes the AGENCY to charge the placement fee to the FAMILY’s credit card. There is no provision in this agreement for a "trial" period that delays the employment date. The FAMILY agrees to pay all costs for collection in the event of non-payment.

For the next two years, the FAMILY agrees not to employ, or refer to other parties, any person referred to them by the AGENCY as part of this referral process without the payment of the full placement fee as per the terms of this agreement. The FAMILY also agrees not to employ, or refer to other parties, such persons for temporary periods (such as babysitting) without paying the AGENCY's fees for such services.

**Limitation of Liability**

The FAMILY accepts the responsibility for making a decision to hire or not hire a candidate referred by the AGENCY. The FAMILY will make such a decision after reviewing all the relevant information obtained by the AGENCY on the candidate and after conducting their own interview with the candidate. At the time an employment offer is made, the FAMILY agrees that the background work is complete and satisfactory.

The FAMILY understands and agrees that the nanny is an EMPLOYEE/INDEPENDENT CONTRACTOR of the FAMILY and has no employment relationship with the AGENCY. The AGENCY does not guarantee the performance of the selected EMPLOYEE/INDEPENDENT CONTRACTOR or the accuracy of information provided by the EMPLOYEE/INDEPENDENT CONTRACTOR or her/his references.

Assuming the AGENCY has not withheld important, relevant information and has not falsified information presented to the FAMILY, the FAMILY agrees to release and discharge the AGENCY from any claims for damages or losses that might result from the employment of a person referred by the AGENCY.

**INDEMNIFICATION.** Family covenants and agrees, at their sole cost and expense, to indemnify, defend and hold harmless AGENCY, its officers, managers, agents, employees, directors, shareholders, partners, members, owners and representatives (hereinafter, the “Indemnitee”) from and against any and all claims, including any actions or proceedings, by any third party against Indemnitee resulting from or arising out of personal injury, death or property damage caused by the Sitter, and from and against all damages, losses, judgments, costs (including reasonable attorneys’ fees), expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against Indemnitee by reason of any such claim, action or proceeding, Family, upon notice from the Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to the Indemnitee.

**LIABILITY; RELEASE.** Family acknowledges AGENCY is a service provider only and provides Family access to nannies to facilitate a Family selecting, meeting, approving and scheduling a nanny.Family shall be solely responsible for selecting, meeting, approving, scheduling, supervising, instructing and directing the nanny and the time, method, manner, or means of accomplishing the Family’s objectives. Family shall be solely responsible to ensure Nanny’s driving license is current and valid. AGENCY does not train, employ, or exercise control, authority, or discretion over nannies and AGENCY disclaims any and all responsibility for any conduct or omissions of any nanny. AGENCY shall not be responsible for losses or damages resulting directly or indirectly from Family’s relationship with a nanny. AGENCY expressly disclaims and the parties specifically and explicitly agree that *under no circumstances whatsoever* shall AGENCY be liable for any SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF AGENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES arising in connection with this Agreementor the alleged breach or violation hereof, and any damages recoverable by Family as the result of any alleged breach of any provision hereof shall never exceed the total fees actually paid to AGENCY during the term hereof pursuant to this Agreement. The pricing for the AGENCY Services stated in this Agreement is a material consideration in limiting AGENCY’s liability and Family’s remedies. **In consideration for the services provided, the Family forever discharges AGENCY, its agents, employees, members, officers, directors, affiliates, successors and assigns (“Released Entities”), of and from any and every claim, demand, action or right of action of whatsoever kind of nature, whether in law or in equity, arising from or by reason of any personal injury, known or unknown, death or property damage, resulting or to result from any accident of other occurrence which may occur as a result of the participation in using the AGENCY, whether such injury, death or damage is caused by negligence of the Released Entities or not, except that which is the result of gross negligence and/or wanton misconduct.**

**ADDITIONAL CONDITIONS:**

Family represents it is entering into this Agreement without relying upon any representation or warranty from AGENCY. AGENCY hereby disclaims, to the maximum extent enforceable by law, any and all warranties of merchantability, quality, fitness for a particular purpose, non-infringement, non-interference, data accuracy, system integration, and all warranties that may otherwise be implied. No warranties are made on the basis of trade usage, course of trade, or course of performance.

**SUCCESSORS AND ASSIGNS.** Family shall not assign its rights and obligations under this Agreement without AGENCY’s written consent. This Agreement shall be binding upon and inure to the benefit of any permitted successor or assign, and each party shall cause such successor or assign to expressly agree in writing to be bound by this Agreement.

**SECTION HEADINGS; COUNTERPARTS.** The headings of paragraphs, sections and other subdivisions of this agreement are for convenient reference only. They shall not be used in any way to govern, limit, modify, construe this agreement or any part or provision thereof or otherwise be given any legal effect. This Agreement may be executed in multiple counterparts by the parties hereto. It is further agreed the signature page of any person or entity executing this Agreement may be attached to an identical counterpart of this Agreement so that there may be one counterpart containing the signature of all parties. For the purposes of this Agreement, a scanned, facsimile or other like electronic signature shall be deemed an original. The parties agree any Agreement entered into by electronic signature pursuant is intended to enforceable, as provided under applicable state law. Without limiting the foregoing, the parties agree they will not contest the validity or enforceability of an electronic signature to the Agreement and copies of any such electronic signature will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

**ENTIRE AGREEMENT.** This Agreement contains the full and complete integrated understanding and agreement between the parties with respect to the subject matter, and supersedes all other agreements between the parties whether written or oral relating thereto. This Agreement may not be modified or amended except by written instrument executed by both of the parties hereto. Each party agrees it has not relied upon any representation of the other party, except for any representation made by such party under the express terms of this Agreement, in entering into and undertaking the obligations imposed by this Agreement.

**LITIGATION EXPENSES**. All costs and expenses, including, without limitation, reasonable attorneys’ fees, of the prevailing party in any litigation by a party to enforce such party’s rights under this Agreement shall be paid by the non-prevailing party.

**NEGATION OF PARTNERSHIP**. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. No party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of “ENTER YOUR STATE here”.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**For Nannies from the** “Enter Your Nanny Agency Name here”:

By: “Enter Owner of Nanny Agency Name here”

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For the Family:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Payment Information**

Both a Bank Account and a Debit Card/Credit card are required on file, thank you.

**Bank Information (Required)**

Account Name:

Bank Name:

ABA Routing Number:

Account Number:

Checking Account or Savings Account:

Full Address on Account:

**Debit / Credit Card Information (Required in addition to Bank Account Info.)**

Name on Card:

Type of Card (e.g. VISA, MasterCard, AMEX):

Card Number:

Expiration Date:

3 Digit Code on back of card:

4 Digit Code on front of card if applicable:

Full Address on Account:

**Payment Authorization**

I authorize “Enter Your Nanny Agency Name here” to deduct fees automatically to the account listed in this agreement, if necessary, to adjust or reverse any fees made to my account in error. This authorization will remain in effect until I cancel it in writing and in such time as to afford “Enter Your Nanny Agency Name here” a reasonable opportunity to act on it.

Family Name:

Parent Signature #1:

Parent Signature #2:

Date:

**Parent Information** Married Single / Divorced Widowed

Parent Full Name

Parent Full Address

Male Female

Parent Cell

Parent Cell Phone Provider

Parent Email

Parent Date of Birth

Social Security Number

**Parent #1 Identity Verification**

Attach Driving License / Official ID / Passport

**Additional Parent Information**

Additional Parent Full Name

Additional Parent Full Address

Male Female

Additional Parent Cell

Additional Parent Cell Phone Provider

Additional Parent Email

Additional Parent Date of Birth

Social Security Number

**Parent #2 Identity Verification**

Attach Driving License / Official ID / Passport