



The Stork Stops Here

2416 Wellington Road
Los Angeles, California 90016
(310) 226-2845
www.TheStorkStopsHere.com



NANNY REFERRAL AGREEMENT Temporary Placement

This Agreement is hereby entered into by and between The Stork Stops Here, (hereinafter referred to as "SSH") and _____, (hereinafter referred to as the "Client").

1. **REFERRAL FEE.** If by reason of SSH's effort, in whole part, a Candidate (the "Candidate") is found, the Client shall pay SSH a referral fee in the amount of \$1,500 or 15%, whichever is greater.

The Referral Fee shall be due the day of the decision to hire the Candidate by Client (including acceptance by telephone or any other means of communication). A \$30.00 fee will be imposed on Client for any check returned to SSH due to insufficient funds. In the event of default in payment of sums hereunder and if this Agreement is placed in the hands of an attorney at law for collection, Client agrees to pay all cost and collections, including but not limited to attorney fees.

2. **INTRODUCTION.** The Client agrees to preserve in confidence the contents of any file and identity of all Candidates referred by SSH to the Client for purpose of review. The Client further agrees and understands that all such files remain the property of SSH. If any information contained in these files is disclosed and leads to the hiring of a Candidate by a third party, the Client will be liable and obligated to pay SSH the fee that would have been payable for that candidate. If, within one year from the date of this Agreement the Client hires any candidate or other employee introduced to the Client by SSH, the Client shall be obligated to pay SSH pursuant to Paragraph 1 of this Agreement. A Candidate is considered to be "*introduced*" by SSH when SSH refers the Client to the Candidate or vice versa, regardless of whether or not the Candidate is immediately hired by the Client at that initial meeting arranged by SSH.

3. **REFERRAL SERVICE:** The Client understands that SSH is strictly acting as a referral service and that the Client is solely responsible for the selection of the Candidate. The Client further understands that the Candidate provided is not an employee or co-employee of SSH. The Client is the employer of the Candidate and is responsible for all employment matters, including but not limited to assignment of job duties, working days and hour, salary, benefits, supervision and management. As employer, it is the Client's responsibility to confirm and verify all references and information supplied by SSH. The Client acknowledges that in no event shall SSH be liable or otherwise responsible for any action performed by the Candidate, including but not limited to negligence, malfeasance or willful misconduct by the Candidate.

4. **INDEMNITY.** SSH does not guarantee the credentials nor guarantee the satisfaction performance of any Candidate. The Client on behalf of itself and all successors hereby agrees to unconditionally release and forever discharge SSH, its directors, officers, employees and agents



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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/action by the Candidate. In the event SSH is named defendant in a lawsuit involving the Candidate, the Client or any other person arising out of either the Candidate's conduct or the Client's conduct, the Client agrees to indemnify SSH and pay all of SSH's cost and attorney fees arising from the lawsuit. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration.

5. **LATE PAYMENT FEES.** If payment is not received by The Stork Stops Here; in accordance with Paragraph 1 of this Agreement, Client shall be liable for an additional 465.00 for each week any payment remains outstanding. In the event the Client defaults in its payment of any of the fees set forth in Paragraph 1 of this paragraph, the Client agrees to pay all costs incurred by SSH in connection with its collection of such fees, cost, and necessary expenses, in addition to any other relief to which SSH is entitled.

6. **CONSTRUCTION.** Nothing in the Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between SSH and the Client. This agreement shall be governed by and constructed in accordance with the laws of the State of California without regard to principles of conflicts of law. This instrument sets forth the entire agreement and understanding between the Client and SSH and supersedes all previous agreements whether written or oral. Any additions or modifications made to this Agreement shall be effective only in writing, signed and dated by both the Client and SSH.

By signing this Agreement, you, the Client, acknowledge that you have read this agreement and agree to all of its terms and conditions.

Client

Date