

**Referral Agreement (as of 5/24/20)**

Philadelphia Nanny Network, Inc. ("PNN") and \_\_\_\_\_ ("Client") enter into this Client Agreement (the "Agreement").

- 1. Services:** Client desires to hire a helper ("Candidate") to provide domestic services. PNN is a referral agency and will make reasonable efforts according to applicable law to refer Candidates to Client. However, Client understands and agrees that employing a Candidate is ultimately Client's decision, and that signing up with or paying PNN does not guarantee that PNN will find a suitable Candidate for Client.
- 2. Client Is Candidate's Employer For Direct Hire Service:** PNN is not a party to any agreement made between Client and a Candidate when a direct hire. Client understands and agrees that the Candidate's work schedule, compensation, and the method, manner and means of employment, and any other terms and conditions of employment, will be determined by Client and the Candidate. PNN will not be responsible for the Candidate's direction, supervision, control or compensation, and PNN is not the Candidate's employer or co-employer with Client. Rather, Client will be solely responsible for the Candidate's direction, supervision, control and compensation (including directly paying wages to the Candidate), and Client understands and agrees that Client is the Candidate's employer. Accordingly, Client understands and agrees that Client will be responsible for all employer related taxes, withholdings, worker's compensation insurance, obligations and requirements according to applicable law.
- 3. Confidential Information:** Client understands and agrees that, to the maximum extent allowed by law, all information and materials about Candidates are to be kept strictly confidential, are the property of PNN, and are to be used only in conjunction with PNN's referral services. If Client provides Candidate information to another party and the other party hires or otherwise engages the Candidate without compensating PNN its full fees, Client will be responsible for paying PNN's full fees as stated in this Agreement as if PNN had placed the Candidate with a client. Credit card on file will be charged immediately with the assumption of authorization to charge.

**4. Fee Schedule:** Client agrees to pay PNN the following non-refundable Application Fees for each Full-Time Long-Term and Part-Time Long-Term referral: \$200 (new clients) or \$150 (existing Long Term clients). "Full-Time" referrals are for employees who are anticipated to work 30 hours or more per week. All other referrals will be considered "Part-Time." Client also agrees to pay PNN the following non-refundable Annual Registration Fees for Temporary referrals: \$125 (new clients) or \$75 (existing Temporary clients). "Long-Term" referrals are for employees who are anticipated to work for 52 weeks or longer. All other referrals will be considered "Temporary." From time to time Agency has "special rates" for specific service lines or new programs. Engagement by Client suffices to agreement to current published rates.

Additionally, in the event Client employs or otherwise engages the services of a Candidate referred or introduced by PNN to Client, at any time from within five years of the date of PNN's referral or introduction of the Candidate to Client, for any position even if not for the position originally sought by Client, Client agrees to pay PNN a Referral Fee for each placement according to the following schedule:

**Full-Time or Part-Time Long-Term Live-Out: (Direct Hire)** 14.5% - 17% of Total Gross Annual Compensation with a minimum fee of \$1800-2200, depending on level of service, Essential, Premium or Platinum. See [Plans and Pricing](#) for definition of service levels.

**Full-Time or Part-Time Long-Term Live-In: (Direct Hire)** 16% - 17% % of Total Gross Annual Compensation with a minimum fee of \$2200, depending on level of service, Essential, Premium or Platinum. See [Plans and Pricing](#) for definition of service levels.

**Temporary: Current rates on day of use: (Direct Hire and Agency Employed)** See [Plans and Pricing](#) for variety of services..

**Temporary Ongoing Full-Time or Part-Time Live-Out: Current rates on day of use: (Direct Hire and Agency Employed)** See [Plans and Pricing](#) for variety of services and on referrals that are less than a 52-week term

All fees are subject to 6% sales tax for Pennsylvania residents. "Total Gross Annual Compensation" includes all compensation in whatever form, including but not limited to hourly wages, salary, bonuses, health insurance, retirement plans, deferred compensation, housing allowances, and the value of insurance and room and board, received by the Candidate from Client per week multiplied by 52, or per month multiplied by 12, regardless of the duration of employment.

Client agrees to pay PNN all fees owed for each Candidate Client employs or otherwise engages according to the terms of this Agreement. Client agrees to pay PNN all fees owed pursuant to the terms of this Agreement, or as soon as a Candidate referred by PNN accepts an offer of employment or other engagement from Client (whichever is earlier), and in any case by no later than 24 hours before the Candidate's first day of work for Client. If the Candidate's hours or compensation increases or if the type of placement changes during the term of the placement, Client agrees to inform and pay PNN for any additional compensation according to the terms of this Agreement and the published Rate Card. Client understands and agrees that Client's hiring or other engagement of a Candidate referred by PNN will constitute Client's acceptance of the terms and conditions of this Agreement even if Client does not return this executed Agreement to PNN.

Except as otherwise stated in this Agreement, all fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement. If any fees or portions thereof are not paid when due, PNN will charge interest on the unpaid amount of the fee. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .5% per month (SIX PERCENT [6%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid. If Client's account is turned over to an agency or other person or entity for collection, all fees and interest, including but not limited to attorney's fees and costs, incurred relating to the collection activity will be added to Client's original balance, become payable to PNN according to the terms of this Agreement, and Client agrees to pay PNN all such fees, costs, and interest. Finally, Client agrees to pay PNN any charge PNN incurs if Client's check or other payment is returned or refused for any reason.

Client agrees to provide PNN with a valid credit card number, expiration date, security code and other information; understands and agrees that PNN shall charge Client's credit card for all fees and charges owed to PNN if Client fails to pay all fees and charges in a timely manner according to the terms of this Agreement; hereby irrevocably authorizes PNN to place charges on said account in accordance with this Agreement; and agrees to pay all such charges and fees billed to Client's credit card according to the terms of this Agreement. Client will give PNN new credit card information and an authorization for the new credit card(s) should Client cancel the credit card or should Client's ability to use the credit card cease for any reason.

**5. Replacement Policy:** Upon fulfillment of all the conditions listed herein, subject and limited to the terms of this Agreement, if the initial Candidate leaves Client's employment or other engagement with Client within 30 days from a Candidate's first day of employment or other engagement with Client, PNN will, at its sole discretion, either (1) make reasonable efforts according to applicable law to provide additional referrals for a maximum of one replacement Candidate to Client or (2) refund 70% of the Referral Fee to Client. Upon fulfillment of all the conditions listed herein, subject and limited to the terms of this Agreement, for Long-Term placements only, if the initial Candidate leaves Client's employment or other engagement with Client between 31 and 180 days for the Essential Level or 31 and 365 days for the Premium and Platinum Level, from a Candidate's first day of employment or other engagement with Client, PNN will make reasonable efforts according to applicable law to provide additional referrals for a maximum of one replacement Candidate to Client.

PNN's obligation to either refund a portion of the Referral Fee or refer a replacement Candidate is expressly conditioned on Client's (1) satisfaction of all of his or her obligations under this Agreement, including but not limited to payment of all PNN's fees and charges in a timely manner; (2) notification to PNN within 48 hours of the Candidate's resignation or termination of employment or other engagement; (3) abiding by all applicable laws and regulations; (4) not materially changing the Candidate's job duties or job description; and (5) not engaging in any acts of harassment, abuse, or moral turpitude with a Candidate. Determining compliance with these conditions is in the sole and absolute discretion of PNN as allowed by law.

If Client fails to satisfy all of these aforementioned conditions, PNN shall have no further obligations to Client. PNN's obligation to refer a replacement Candidate shall not apply if the Candidate gives Client notice of her or his intention to terminate her or his employment with Client at the end of the applicable replacement period or any time thereafter.

**6. Disclaimer/Hold Harmless/Limitation of Liability:** Except as expressly stated in this Agreement, PNN assumes no liability or responsibility for, and makes no express or implied guarantees, representations or warranties about, any information, material, services, referrals, Candidates, independent contractors, employees or potential employees (including but not limited to the qualifications or performance of Candidates) it provides to Client. Client's use of PNN's services is at Client's own risk. Additionally, PNN does not employ or exercise control or discretion over Candidates or any person referred by PNN to Client, and disclaims all responsibilities for such individuals' conduct, misconduct, negligence or omissions.

Additionally, to the maximum extent permitted by law, Client shall indemnify, defend and hold PNN and its owners, agents, employees, officers, directors, representatives, attorneys, and affiliated persons and entities harmless against any damages or liability whatsoever arising out of or in any way in connection with Client's conduct, negligence, omission(s) or misconduct.

In no event shall either party be liable for consequential, incidental, exemplary, punitive, special or indirect damages of any kind. Further, a party's aggregate liability for damages of any kind under this Agreement – excluding Client's potential financial responsibilities in Section 3 of this Agreement; the fees, costs and interest related to collections as referenced in Section 4 of this Agreement; and the indemnity, defense and hold harmless provision in Section 6 of this Agreement – shall be limited to the amount of the fees received by or owed to PNN from Client, whichever is greater. If any waiver, exclusion or limitation of damages is not permitted by law, the parties' liability to each other is limited to the maximum extent permitted by law.

**7. Miscellaneous:** This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania. Any action or proceeding commenced regarding this Agreement or the subjects herein shall be brought in Montgomery County, Pennsylvania.

This Agreement is entered into by PNN and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between PNN and Client and supersedes all prior oral and written agreements between PNN and Client with respect to the subjects covered in this Agreement. This Agreement shall not be amended or modified except in a mutually agreed upon writing signed by Client and an authorized representative of PNN expressly stating an intent to modify or amend this Agreement.

Client represents that he or she has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he or she has had all such time that he or she desires within which to consider this Agreement; that he or she has had the opportunity to consult with an attorney of his or her own choosing and at his or her own expense to review this Agreement; and that he or she has availed himself or herself of this opportunity to the extent, if any, that he or she wished to do so.

The terms of this Agreement are severable. The invalidity or unenforceability of any provision within this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable. Further, consistent with the purposes of this Agreement, any otherwise invalid provision of this Agreement may be reformed and, as reformed, enforced by any party to this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Failure or delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of any right, remedy, power or privilege. Each party agrees that the other party is not responsible for any events or circumstances beyond its control (including but not limited to war, riots, embargoes, strikes and or acts of God) that prevent the party from meeting its obligations under this Agreement.

Neither party shall assign or transfer this Agreement or any interest herein without the prior written consent of the other party. The rights and remedies provided in this Agreement shall be the sole and exclusive rights of the parties against one another relating to the subject matter of this Agreement. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Either party to this Agreement may terminate this Agreement with 24 hours prior written notice to the other party. Sections 3, 4, 6 and 7 of this Agreement shall remain in effect even after termination of this Agreement.

**The parties hereby certify, represent and warrant that they have carefully read this Agreement, that they fully understand its final and binding effect, and that they agree to all its terms and conditions.**

**The Philadelphia Nanny Network, Inc. Client(s)**

\_\_\_\_\_  
Wendy Sachs

\_\_\_\_\_  
Parent 1 Signed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent 2 Signed Name

\_\_\_\_\_  
Date