The Philadelphia Nanny Network, Inc Camp@Home Addendum

THIS ADDENDUM , made this day of (hereinafter referred to as the "PNN"), and	, 20, between The Philadelphia Nanny Network, Inc, a New York corporation (hereinafter referred to as the "Client").
	a child care staffing agency that recruits, screens, and employs in-home child care dies") for the purpose of backup child care (hereinafter referred to as "Services"); and
WHEREAS, PNN and Client are referred to individua	ally as a "Party" and collectively referred to herein as the "Parties."
NOW THEREFORE, the Parties agree as follows:	

- 1. <u>Summer Buddies</u>: All Summer Buddies who fulfill Client requests shall be employees of PNN, and PNN agrees to assume responsibility for such Summer Buddies' recruitment, employment, compensation, management and any tax or employer's liability therefore. Client understands that PNN does not guarantee fulfillment of Services.
- 2. Services: PNN shall make reasonable efforts according to applicable law to make Summer Buddies available for Camp@Home ("Summer Program") per the terms of this Addendum. For all same day and next day requests for Services, PNN shall use commercially reasonable efforts to replace a Summer Buddy in the Client's home. PNN shall use all commercially reasonable efforts to fill each Service request promptly and in a manner that as nearly as practicable meets a Client's request for services as allowed by law. Client understands and agrees that Summer Buddies only will provide care to children for a maximum of six (6) children at any one time. Client agrees that he or she shall provide a safe working environment for Summer Buddies and that Client shall comply with all applicable laws, regulations, PNN's policies and this Addendum. Client agrees to provide PNN with all pertinent information necessary for providing Services to Client's child(ren). Client understands and agrees that PNN cannot make any work-related decisions, including but not limited to staffing of Summer Buddies, based on any legally protected characteristics or in an unlawful manner. To the maximum extent allowed by law, PNN will not accept any requests for or prohibitions of Summer Buddies based on any legally protected characteristics including but not limited to race, ethnicity, national origin or age.
- 3. <u>COVID-19</u>: Client has requested in-home child care services during the pandemic events of COVID-19 National Emergency. Despite PNN's careful attention to enhanced safety and infection control measures, Client acknowledges risk of exposure during any group event. Although PNN has taken measures to prevent the spread of germs, it is not possible to maintain social distancing between PNN Summer Buddy and the children at all times. Client knowingly and willingly consents to have an Summer Buddy, employed and assigned by PNN, care for Client's child(ren) during the COVID-19 pandemic.
- 4. Fees: Client will submit a registration fee to PNN upon registration in the amount of one-hundred twenty-five dollars (\$125). Registration fee is reduced to fifty dollars (\$50) during the initial roll out period until June 1, 2020. Client will pay its share of Camp@Home fees as outlined in Exhibit A. Client understands and agrees that if any of PNN's fees or portion thereof become delinquent, Client will no longer be eligible for Camp@Home. Client further agrees that PNN will charge interest on the unpaid amount of the fee, and Client agrees to pay PNN this interest. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .667% per month (eight percent [8%] annual percentage rate). Client further understands and agrees that if its account is turned over to an agency or other entity for collection, all fees, costs and interest, including but not limited to attorney's fees and costs, incurred relating to the collection activity will be added to its original balance and become payable to PNN according to the terms of this Addendum.
- 5. <u>Cancellations</u>: If Client cancels Summer Program, after a Summer Buddy has been booked, with more than seven days (7) notice (from the Summer Buddy's start date), then 100% of the camp fees paid will be refunded. Camp fees are non-refundable after 2 weeks of the Summer Buddy's start date.
- 6. Non-Solicitation: Client understands and agrees that PNN has incurred considerable expense in advertising, interviewing, recruiting, screening, evaluating, hiring, training, staffing and supervising Summer Buddies. Thus, Client agrees not to communicate with Summer Buddies directly to schedule additional hours or dates of service without contacting PNN directly. For the duration of PNN's work with Client and for 5 years thereafter, Client agrees not to solicit, hire or otherwise engage any Summer Buddy placed with Client to work directly or indirectly for Client or another person or entity, for purposes of providing caregiving or household services. If Client directly or indirectly hires or otherwise engages an Summer Buddy who worked for Client, Client agrees to pay PNN a placement fee in the amount detailed in Section 4 of the Referral Agreement.
- 7. <u>Confidentiality:</u> All information obtained by Client from PNN about a Summer Buddy is confidential and may not be shared with or disclosed to any other person. IN ADDITION, Summer Buddies BOOKED FOR Client BY PNN MAY NOT BE REFERRED TO ANY THIRD PARTY AT ANY TIME. In the event Client refers a Summer Buddy to a third party, Client will pay PNN of any and all applicable placement fees as stated in Exhibit A and Section 4 of the Referral Agreement.
- 8. **Transportation:** Driving the children or anyone in the household by the Summer Buddy is strictly prohibited.
- 9. <u>Medication</u>: The administration of any type of medication (prescribed medication, over the counter medication, homeopathic medication, or otherwise) are not part of the Services and are strictly prohibited.
- 10. <u>Swimming</u>: Swimming and water sports including any activity around water is strictly prohibited. Water play in lawn sprinklers is acceptable.
- 11. <u>Disclosure of Special Needs and Illness</u>: Client agrees to disclose at the time of requesting Services whether any child to be supervised by a Summer Buddy has any diagnosed special needs, a contagious illness or condition (including but not limited to

cold/flu, chicken pox, untreated strep throat, conjunctivitis or head lice) or any other medical condition. PNN and Summer Buddy reserve the right to refuse to provide the Service if deemed necessary to protect Summer Buddy or the public health, or to ensure that the child receives the proper care. In the event that a Client fails to disclose this information at the time of requesting Services and PNN reserves a Summer Buddy for the request, Client understands that care will not be provided and agrees to pay PNN a cancellation fee equal to the number of hours originally scheduled for that period of care. PNN also cannot be held responsible for any damages as a result of Client not disclosing special needs or illness.

12. Miscellaneous:

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- a. In the event PNN employs an attorney to enforce any term of this Addendum, Client shall pay such reasonable attorney fees and costs as are incurred by PNN as a result thereof. Client shall be liable for such attorney fees whether or not PNN institutes legal proceedings.
- b. Client agrees that, if PNN, in its sole discretion, finds (1) Client or individuals in Client's home have become abusive to a Summer Buddy; (2) Client requires Summer Buddy to perform tasks outside of the Summer Buddy job; (2) a Summer Buddy's work environment is unsafe or unhealthy; or (4) Client fails to pay PNN's fees pursuant to this Addendum, PNN may withdraw Summer Buddy(s) from Client's household and decline any future child care requests from Client and fees paid are 100% non-refundable.
- c. Any modification to this Addendum must be in writing and signed by both the Client and PNN, with the exception that the fees set forth in Exhibit A (i.e., the Fee Schedule) may be changed at any time during the term of this Addendum in PNN's sole and absolute discretion.
- d. This Addendum may be executed in counterparts and shall be considered in full force and effect as of the date of execution by Client. A photocopy shall be deemed to be an original of the Addendum.
- e. The terms of this Addendum are severable. The invalidity or unenforceability of any provision in this Addendum shall not affect the application of any other provision, provided that the essential terms and conditions of this Addendum for each Party remain valid, binding and enforceable. Further, consistent with the purposes of this Addendum, any otherwise invalid provision may be reformed and, as reformed, enforced by any Party to this Addendum. No Party to this Addendum shall assign or transfer this Addendum or any interest herein without the prior written consent of the other Party. Failure or delay of any Party to this Addendum to exercise any right, remedy, power or privilege under this Addendum shall not operate as a waiver of any other right, remedy, power or privilege. Each Party to this Addendum 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 Addendum . The rights and remedies provided in this Addendum shall be the sole and exclusive rights of the Parties against one another relating to the subject matter of this Addendum. The section captions contained in this Addendum is for convenience only and do not constitute a part of its terms and provisions.

By executing this Addendum, the Parties represent and warrant that they have carefully read this Addendum, fully understand its final and binding effect, and agree to all of the Addendum's terms and conditions. The signatories below represent and warrant that they have the authority to enter into this Addendum for the Parties.

raient 1		
Print Name	Signature	Date
Parent 2		
Print Name	Signature	Date
The Philadelphia Nanny Netw	ork, Inc	
Print Name	Signature	 Date

Exhibit A Fee Schedule

Registration Fee Each Family

\$125 due at registration, \$50 Roll Out Rate until June 1, 2020

Total Camp@Home Fees per family when shared by 2 families

9 Week Session June 15 - August 14

Per Family Fee: \$4725, Roll Out Rate: \$4410 until June 1, 2020

Additional Hours: \$15per hour per family

Payment Due Before June 15

Full Fee Amount Due \$4725, Roll Out Rate: \$4410 until June 1, 2020

Pay in 2 payments:

1st payment due by 6/15/20: \$2625, Roll Out Rate \$2450 2nd payment due by 7/3/20: \$2100, Roll Out Rate \$2310

Camp@Home Fees for NON Share

9 Week Session June 15 - August 14

Per Family Fee: \$9450, Roll Out Rate: \$8820 until June 1, 2020

Additional Hours: \$30 per hour per family