



Care Services Agreement

The Philadelphia Nanny Network, Inc., with its principal mailing address 30 Ardmore Ave, #365, Ardmore, PA 19003 ("PNN" or "We" or "Us"), and _____ residing or located at Street Address _____, City _____, State _____, Zip Code _____ ("Client") agree to the terms and conditions set forth in this Client Agreement (the "Agreement").

1. Services for Long Term Referral

- 1.1. Client desires to hire a helper ("Candidate") to provide domestic services. PNN is a referral agency for this service 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.
- 1.1 Client is Candidate's employer for a Long Term Direct hire. 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.

2. Services for Temporary Term Care

- 1.1 PNN will make reasonable efforts to recruit, screen, interview, and refer candidate to be employed by Client ("Client Employee") for a regular schedule less than 12 months in length or assign a PNN employee ("Assigned Employee") for temporary care and babysitting, to perform the type of work described on Exhibit A under Client's supervision at the locations specified on the Agreement. PNN will make reasonable efforts to book the request based upon Client's stated needs according to applicable law. However, Client understands and agrees that PNN makes no guarantees, representations or warranties about the qualifications, ability, credentials, suitability, or performance of the Client Employee or Assigned Employee. Signing up with or paying PNN does not guarantee that it will find a suitable candidate, replacement candidate or Assigned Employee for Client.

3. Client's Duties and Responsibilities

- 3.1 Properly supervise Client Employee or Assigned Employee performing its work and be responsible for its operations and services;
- 3.2 Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employee to operate any vehicle or mobile equipment, or entrust Client Employee or Assigned Employee with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without PNN's express prior written approval or as strictly required by the job description provided to PNN;
- 3.3 Provide Client Employee or Assigned Employees with a safe work site and/or home and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the home or work site;
- 3.4 Not change Client Employee or Assigned Employees' job duties without PNN's express prior written approval; and
- 3.5 Exclude Assigned Employees from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Client Employee or Assigned Employees' compensation or benefits without written consent by PNN.
- 3.6 Unless otherwise documented upon signing the Agreement, Client agrees to limit the Assigned Employee to fewer than 50 miles of vehicular transport during the weekly assignment hours and notify PNN of the use of vehicular transport by caregiver. Waiver and Release from liability form must be signed for Assigned Employee to drive.

4. Confidential Information, Non-Solicitation, Limited Non-Competition & Exclusivity

- 4.1 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.
- 4.2 Both parties may receive information that is proprietary, trade secret or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential, trade secret or proprietary

information will be imputed to PNN as a result of temporary employees' or Assigned Employees' access to such information.

- 4.3 During the term of this agreement and for two years thereafter, Client agrees not to solicit, entice, encourage or induce any candidate, temporary employee, Client Employee or Assigned Employee of PNN or any of its subsidiaries, or who is associated with or under contract with PNN, with whom Client worked or interviewed, to become employed by or associated with any person, firm or corporation other than PNN. Client agrees not to approach any such person described above for such purpose or authorize or knowingly approve the taking of such actions by any other person, firm or corporation or assist any such person, firm or corporation in taking such action.
- 4.4 Using the services of a referred candidate or PNN employee with whom Client worked as its own direct employee, as an independent contractor, or through any person or firm other than PNN, during engagement or within two years after ending any assignment or engagement of a temporary or Assigned Employee to Client from PNN is prohibited and subject to the provisions of Section 10 in this Agreement unless Client contracts for Long Term Referral services with PNN as indicated in Long Term Care Referral Agreement or unless client buys out the PNN employee as set forth in Exhibit A.
- 4.5 Client understands and agrees that any violations of this Agreement may entitle PNN to pursue any and all legal and equitable remedies against Client, including but not limited to injunctive relief to enforce the Agreement's terms or prohibit violations of the Agreement.

5. Long Term Service Fees, Payment & Cancellation Policy

- 5.1 Client agrees to pay PNN the non-refundable Application Fees as posted on Exhibit A for each Full-Time Long-Term and Part-Time Long-Term referral. "Full-Time" referrals are for Candidates who are anticipated to work 30 hours or more per week. All other referrals will be considered "Part-Time". "Long-Term" referrals are for Candidates who are anticipated to work for 52 consecutive weeks or longer. All other referrals will be considered "Temporary" and will be governed by the Short Term Care Services Agreement. 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 two 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 and posted as current rates:
- 5.2 Full-Time or Part-Time Long Term Live-Out: (Direct Hire) Percent of Total Gross Annual Compensation with a minimum fee, depending on level of service, Essential, Premium or Platinum. See <https://nannyagency.com/plans-pricing/> for exact fees and definition of service levels.

Full-Time or Part-Time Long-Term Live-In: (Direct Hire) 17% - 19% of Total Gross Annual Compensation with a minimum fee, depending on level of service, Premium or Platinum. See <https://nannyagency.com/plans-pricing/> for exact fees and definition of service levels.

All fees are subject to 6% sales tax for Pennsylvania residents.

- 5.3 "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, stipends, 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.
- 5.4 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 <https://nannyagency.com/plans-pricing/>. 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.
- 5.5 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 .833% per month (TEN PERCENT [10%] 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.
- 5.6 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.

6. Temporary & Short Term Service Fees, Payment, Bill Rates & Cancellation Policy

- 6.1 Client agrees to pay PNN for its performance at the rates set forth on Exhibit A and also agrees to pay any additional costs or fees set forth in this Agreement, subject to the terms and conditions of this Agreement. All fees are subject to 6% sales tax for Pennsylvania residents.
- 6.2 Client agrees to provide PNN with a valid credit or debit card in order for PNN to charge Client for work performed by Client Employee or Assigned Employee and any PNN employees. PNN will charge Client and Client agrees to pay for services booked under this Agreement at the beginning of each 4 week interval. Bookings less than 4 weeks are paid in full prior to the start of the first booking date.
- 6.3 Client agrees to sign the time verification record upon the completion of the Assigned Employee's daily assignment if required. If in the event Client cannot sign the time verification record, Client agrees to provide verification electronically via e-mail upon request. Any act which does not document the correct number of hours will be considered time fraud and is a violation of this Agreement and is prohibited.
- 6.4 If Client exceeds the amount or level of care stated in Client's documentation to PNN, including but not limited to situations involving the Assigned Employee caring for additional infants, or children Client agrees to pay PNN an additional \$2.00 per hour per extra individual cared for. Care is staffed at an appropriate ratio per Client Application at the time of booking. Should the amount of babies, children, or elder clients vary from the Client Application, Client must immediately contact PNN to re-staff the position. If Client fails to notify PNN of the change in staffing needs prior to the job, Client agrees that PNN will be held harmless of all liability in all circumstances regarding the job and job performance.
- 6.5 Client agrees to pay PNN for an Assigned Employee's premium work time (i.e. time and a half or double time when applicable) when an Assigned Employee's work on assignment to Client would require premium pay and Client has authorized, directed, or allowed the Assigned Employee to work such premium work time. Client's billing rate for time and a half and double time defined in Exhibit A.
- 6.6 In addition to the bill rates specified in Exhibit A, of this Agreement, Client agrees to pay PNN the amount of any new or increased labor costs, including but not limited to additional wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels, associated with Client's assigned duties and that PNN is legally required to pay until the parties agree on new bill rates. The Assigned Employee is employed by PNN, PNN is responsible for directly paying all caregiver wages and payroll taxes.
- 6.7 All fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement. If any fees, charges, costs 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 .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid. If Client's account is turned over to an agency or other entity for collection, all fees, costs and interest incurred relating to the collection activity will be added to Client's original balance and become payable to PNN according to the terms of this Agreement. Finally, Client agrees to pay PNN any fees, charges or costs PNN incurs for non-payment of PNN's fees, charges or costs for any reason.
- 6.8 For single day bookings, Client agrees and understands that if a date is canceled with less than 24 hour notice before care scheduled Client is responsible to pay for a minimum of 4 hours of fees. Client agrees to pay for a full day of scheduled service if care is canceled on the same day of service.

For multi-week bookings, Client agrees and understands that if a date is canceled with less than 24 hour notice before care scheduled Client is responsible to pay for a minimum of 4 hours of fees. Client agrees to pay for a full day of scheduled service if care is canceled on the same day of service. Balance of pre-paid dates will be reserved as credit to apply to future hours.

7. Long Term Service Replacement Policy

- 7.1 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 paid Referral Fee to Client.
- 7.2 Upon fulfillment of all the conditions listed herein, subject and limited to the terms of this Agreement, for Long Term referrals only, if the initial Candidate leaves Client's employment or other engagement with Client between 31 and 90 days for the Essential Level or 31 and 180 days for the Premium and Platinum Level, from a Candidate's first day of work 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

7.3 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.

8. Minimum Hours Per Day (4 [Four] Hours)

8.1 Client understands and agrees that there is a 4 (four) hour per day minimum for any care request or assignment of an Assigned Employee. If Client limits an Assigned Employee's work day to fewer than 4 (four) hours, PNN will charge Client and Client agrees to pay for 4 (four) hours per day of work.

9. Cooperation

9.1 The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

10. Inducement of Breach

10.1 Client understands and agrees that PNN incurs significant expense finding, recruiting, training and retaining its Assigned Employee, candidates and employees. Client further understands and agrees that the departure from employment of Assigned Employees represents a significant financial hardship to PNN. Further, Client understands and agrees that the precise amount of damages suffered by PNN may be difficult to determine. Thus, if Client violates section 3.1 and or 4.1 of this Agreement, Client agrees to pay PNN liquidated damages – and not as a penalty – of \$8000. Client acknowledges and agrees that this liquidated damages amount is fair and reasonable.

10.2 Client agrees that it shall pay PNN all fees as described in this Agreement and its attached exhibits and documents as a result of any contract, employment or other engagement between an Assigned Employee, PNN candidate or employee and Client. Client further agrees to pay to PNN all costs and attorney's fees incurred by PNN in the enforcement of this provision.

11. Nature of Relationship

11.1 Nothing in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between PNN and Client.

12. DISCLAIMER/WAIVER/HOLD HARMLESS/LIMITATION OF LIABILITY

12.1 To the maximum extent permitted by law, PNN assumes no liability or responsibility for, and makes no representations or warranties about, any information, material, errors, omissions, services, candidates, applicants, referrals, employees or potential employees (including but not limited to the qualifications or performance of individuals) it provides to Client. Client understands and agrees that Client's use of PNN's services is at Client's own risk. Except as specified in this Agreement, PNN does not provide and specifically disclaims any express or implied guarantees or warranties to Client.

12.2 By signing this document, Client hereby waives and releases PNN and its owners, agents, employees, officers, directors, attorneys, representatives and affiliated entities from all liability, including but not limited to liability arising from negligence, equipment, or the actions of any third party, arising under law or otherwise.

12.3 This Agreement does not govern claims that cannot be released by private agreement or that cannot lawfully be waived. In addition, this Agreement does not limit either party's right, where applicable, to file, cooperate with or participate in an investigative proceeding of any governmental entity, or to file charges that do not seek personal relief for released claims with any governmental entity.

12.4 Additionally, Client shall indemnify, defend and hold PNN and its owners, agents, employees, officers, directors, representatives, attorneys and affiliated entities harmless against any damages or liability whatsoever arising out of or in any way in connection with the placement, employment or association of an employee or other person referred to Client by PNN, regardless of how, when, or where any damages or liability was incurred.

12.5 Finally, in no event shall either party to this Agreement 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 shall be limited to the amount of the fees received by or owed to PNN from Client. 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.

13. Miscellaneous

This Agreement shall be governed by and interpreted according to the laws of the State of Pennsylvania. Any action or proceeding commenced regarding this Agreement shall be brought in Montgomery County, Pennsylvania.

Provisions of this Agreement, which by their terms extend beyond the termination or non-renewal of this Agreement shall remain effective after termination or non-renewal.

This Agreement and the attached exhibit are entered into by PNN and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement and the attached exhibit constitute the entire agreement between PNN and Client and supersede 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.

Client represents that it has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that it has had all such time that it desires within which to consider this Agreement; that it has had the opportunity to consult with an attorney of its own choosing and at its own expense to review this Agreement; and that it has availed itself of this opportunity to the extent, if any, that it 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 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. Such counterparts, when taken together, shall constitute but one agreement.

Failure or delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of any other right, remedy, power or privilege. A waiver, to be effective, must be in writing and must be signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

Neither party to this Agreement 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 to this Agreement against one another relating to the subject matter of this Agreement.

The section captions contained in this Agreement are for convenience only and do not constitute a part of its terms and provisions.

14. Terms of 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, pandemics 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 1, 3, 4, 5, 6, 7, 9, 10, 12 and 13 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. Care Services Agreement

The Philadelphia Nanny Network, Inc.

Client(s)

Wendy Sachs

Parent 1 Signed & Printed Name

Date

Date

Parent 2 Signed & Printed Name

Date

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Exhibit A

Temporary & Babysitting Service

PNN employs the nanny. These rates include the nanny pay and the agency fee.

		Hourly Fee*	O/T **
Annual Registration Fee – New Client	\$175		
Annual Registration Fee - Renewal	\$ 99		
Regular Rate – Non-NYC		\$ 29.95	\$ 44.93
Advanced Experienced		+\$3.50	+\$5.25
Holiday Rate – Non- NYC		\$44.93	
Newborn Care Rate		\$63.50	\$95.25
Regular Rate - NYC		\$34.95	\$52.43
Advanced Experienced - NYC		+\$3.50	+\$5.25
Holiday Rate - NYC		\$52.25	
Mileage for driving duties using nanny car***	Per Mile \$0.60		

*Rates may vary depending on request and will be specified in emailed Booking Confirmation. Rates are subject to modification.

*Rates for specialized requests can be viewed on <https://nannyagency.com/plans-pricing/>

**Overtime (O/T) applicable for 40 hours over pay period week. Holiday pay is time and a half

*** IRS Rate + 2% service fee

A “Buy Out” of the employee’s contract to convert to a Long Term Referral is available.

Fees are subject to 6% sales tax for PA residents

Fee portion of hourly rate is subject to 6% sales tax for Pennsylvania residents (\$5 per hour).

Short Term Service – Set Weekly Schedule for < 12 months

Application Fee	\$250 (\$175 for returning Clients)
PNN Employee	TBD – Call for Nanny Hourly Rate + Agency Fee
Client Employs - 7.5 hour or less per day	\$27 per day
Client Employs - More than 7.5 hours	18% of total wages paid

Long Term Service – Set Weekly Schedule for > 12 months

Essential, Premium, Platinum Tiers

5% Discount If Paid In Full

Fees are subject to 6% sales tax for PA residents

Application Fee	\$250 (\$175 for returning Clients)
Referral Fee at hire for Pay in Full	5% Discount
Referral Fee at hire for Payment Plan	60% + 3% PPF
At Day 30 from job start date	50% outstanding balance
At Day 180 from job start date	100% outstanding balance

The Philadelphia Nanny Network, Inc.

Client(s)

Wendy Sachs

Parent 1 Signed & Printed Name

Date

Date

Parent 2 Signed & Printed Name

Date

Credit Card Information

Name on Credit Card _____

Credit Card Number _____

Type of Credit Card American Express
 Visa MasterCard

Expiration Date _____

Security Code _____