



## **Permanent Services Agreement**

1. The undersigned (Client) agrees to use the services of Five Star Nannies (Agency) to assist the Client in finding a person or persons (Candidate) to perform in-home or domestic child care services.

2. The Client may elect to employ one or more Candidates referred by the Agency. The decision to select to employ a Candidate, resides solely with the Client. In the event that the client employs a candidate, at any time including an unspecified date, a Referral fee will be due to the agency. The amount of the referral fee will be dependant on the duration and nature of the employment arrangement. A referral fee is due for each Candidate the Client chooses to employ. The following definitions apply:

**Application Fee:** \$250.00 non refundable

**Permanent Full Time:** 12% of gross annual salary  
(\$3000 minimum)

**Permanent Part Time-** 30 hours/week or less:

12% of gross annual salary (\$2500 minimum PT)

*(Gross annual compensation = weekly compensation multiplied by 52, or monthly compensation multiplied by 12)*

3. The Client acknowledges that the fee will be due immediately following verbal or written employment contract to Candidate. The client grants full authority to the Agency to process the full amount of all fees within five working days following employment acceptance on the Client's Visa, MasterCard, Discover, or American Express which are indicated in application, unless the account has been settled in full by receipt of funds before this time.

4. The probation period for the Permanent Candidate is as follows: Should there be a separation in employment between the Permanent Candidate and the Client within the 365 day start date, Agency agrees to the following terms:

0-60 days Client will receive a credit of 75% of referral fee credited towards one future search.

61-120 days Client receives fifty percent (50%) of the Referral fee credited towards one future search.

121-360 days Client receives twenty-five percent (25%) of the Referral fee credited towards one future search.

5. The agency will make reasonable efforts to present qualified, screened Candidates for interview. The agency does not guarantee the Candidates credentials, nor does it guarantee the performance of, or client satisfaction by any candidate. If the Client is dissatisfied with an employed Candidate for any reason, recourse to the Agency will be limited to a credit towards one future search. The Client agrees to indemnify the Agency and hold it and all its employees and representatives harmless of any costs or expenses arising out of any claim against the Agency, relating any way to the candidate's employment.

6. The client agrees to preserve in confidence the identity of all Candidates referred by the Agency. If client discloses any information to a third party, and acting on that information, said party subsequently hires the Candidate, Client is responsible for full Agency fees, that would have been payable for that Candidate. If Clients opts to hire a nanny referred by the Agency whether permanent or temporary, within a two year period, Client agrees to pay the current referral fee.

7. The Agency use a private investigative company to conduct a background check including previous employment history, driving record, social security verification, credit check, and criminal conviction search encompassing a seven year period. Background checks will be conducted at Agency's expense prior to Candidate employment.

8. This agreement is between Client and Agency only. This agreement supersedes all previous agreements whether verbal or written and can only be modified in writing, signed by both parties. It shall be governed by the laws of the state of Maryland.

*Client signature confirms that the Client has read this agreement thoroughly, clearly understands it had sufficient opportunity to seek legal counsel, if desired, and agrees to all of its terms and conditions.*

X \_\_\_\_\_ X \_\_\_\_\_  
Client Date Five Star Nannies Date