



## Temporary Referral 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 temporary 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:

**Registration Fee:** \$250.00 non refundable fee to begin the day the fee is received, for a period of one year of temporary nanny referrals. In addition:

- \$30/day for evening & day referrals
- \$45/day for overnight referrals
- \$45/day for newborn specialist referrals
- \$55/day for holiday service

**Non-registered families:** \$65/day, \$75 for overnight and holiday Referrals.

**\*Less than 24 hours notice during business hours and for emergency service, there is an additional \$20 fee**

Client agrees to pay Candidate directly for the agreed upon wages at the time of service. Client understands that there is a four hour minimum for each day of service needed. The referral fee is non-refundable even if Client makes changes or cancels. If sufficient

notice is given, more than 24 hours, the Candidate will be cancelled without incurring any additional fees.

3. Candidates are independent contractors, employed and paid directly by the Client according to their agreed upon wages. Agency maintains a screened list of Candidates that we present to our Clients.
4. 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.
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, 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 \_\_\_\_\_  
Client Date

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