

Client Service Agreement

Stanford Park Nannies (“SPN”) and _____ (“Client”) hereby enter into this Client Service Agreement (the “Agreement”).

1. **Services:** Client desires to hire an employee (“Candidate”) to provide family and or domestic services. SPN 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 SPN does not guarantee that SPN will find a suitable Candidate for Client.
2. **Client Is Candidate’s Employer:** SPN is not a party to any agreement made between Client and a Candidate. 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 Candidate. SPN will not be responsible for the Candidate’s direction, supervision, control or compensation, and SPN 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, 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 and are to be used only in conjunction with SPN’s referral services. Client further understands and agrees that all Candidate files are SPN’s property, and that Client will not copy the files and will return them promptly to SPN upon SPN’s request. If Client provides Candidate information to another party and the other party hires or otherwise engages the Candidate without compensating SPN its full fees, Client will be responsible for paying SPN’s full fees as stated in this Agreement as if SPN had placed the Candidate with a client. **Initials:** _____
4. **Fee Schedule:** In the event Client employs or otherwise engages the services of a Candidate referred or introduced by SPN to Client, at any time from within three years of the date of SPN’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 SPN the following fee(s) depending on the type of Candidate(s) Client hires or otherwise engages:

Long-Term Fees:

- Registration Fee: \$450 (to be deducted from Long-Term Referral fee)
- Long-Term Referral Fee: 18% of the Candidate’s Total Gross Annual Compensation

Temporary Fees

- Temporary/On-Call Membership Fee: \$150 annually
- Temporary/On-Call Referral Fee: \$7 per hour for each hour the Candidate is employed by the Client
- Newborn Care Specialist Placements: 25% of the Candidate’s gross compensation

“Total Gross Annual Compensation” includes all compensation in whatever form, including but not limited to hourly wages and salary, received by the Candidate from Client during the Candidate’s first year of employment with Client. Total Gross Annual Compensation is calculated by multiplying the Candidate’s weekly compensation by 52, or monthly compensation multiplied by 12, regardless of the duration of employment. The minimum Long-Term Referral Fee is \$2,000. Client agrees to accurately report all of the Candidate’s compensation to SPN.

Client understand and agrees that prior to SPN’s beginning a Candidate search for Client, Client must provide SPN with the names of any individuals whom Client is considering for employment. Client agrees to promptly update SPN about any additional individuals Client is considering for employment who were not referred by SPN during the course of SPN’s search for Client. If SPN provides Client with the name of a Candidate who Client has not previously identified to SPN and Client hires or otherwise engages that Candidates, Client agrees to pay SPN a Referral Fee for that Candidate. Put simply, once SPN provides a Candidate’s name to Client, if Client hires or otherwise engages that Candidate – unless Client informed SPN about that Candidate prior to SPN informing Client about the Candidate – Client agrees to pay PN the Referral Fee. **Initials:** _____

Client agrees to pay SPN a Referral Fee for each Candidate Client employs or otherwise engages. Client agrees to pay SPN all fees owed pursuant to this Agreement as soon as a Candidate referred by SPN accepts an offer of employment or other engagement from Client, and in any case by no later than 48 hours before the Candidate’s first day of work for Client. For Temporary/On Call assignments, Client understands and agrees that SPN will charge Client’s credit card the full, non-refundable Temporary/On Call Referral Fee at the time of the booking. If Client cancels the

Temporary/On Call assignment within 24 hours of the scheduled booking time, Client agrees to pay the Candidate for four hours of the Candidate's hourly rate. Client agrees to make all arrangements for Candidates' services directly with SPN, not with Candidates. **Initials:** _____

Client understands and agrees that Client's hiring or other engagement of a Candidate referred by SPN will constitute Client's acceptance of the terms and conditions of this Agreement even if Client does not return this executed Agreement to SPN. **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, SPN 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 SPN according to the terms of this Agreement, and Client agrees to pay SPN all such fees, costs, and interest. Finally, Client agrees to pay SPN any charge SPN incurs if Client's check or other payment is returned or refused for any reason.

Client agrees to provide SPN with a valid credit card number, expiration date and other information; understands and agrees that SPN shall charge Client's credit card for all fees and charges owed to SPN according to the terms of this Agreement; hereby irrevocably authorizes SPN 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 immediately give SPN 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. **Probation Terms:** Upon fulfillment of all the conditions listed herein, subject and limited to the terms of this Agreement, and for Long-Term placements only, if Client notifies SPN in writing that the initial Long-Term Candidate left Client's employment or other engagement **for any reason** within 365 days of the first day of placement with Client, SPN will provide a credit to Client to be used toward one future long-term search as follows:

- Within 1-60 days: Credit of 75% of the Long-Term Referral Fee paid to SPN for the Candidate
- Within 61-120 days: Credit of 50% of the Long-Term Referral Fee paid to SPN for the Candidate
- Within 121-180 days: Credit of 25% of the Long-Term Referral Fee paid to SPN for the Candidate
- Within 181-365 days: Credit of 10% of the Long-Term Referral Fee paid to SPN for the Candidate

Subject to the terms of this Agreement, all credits will be valid for 90 days according to the terms of this Agreement, and will be valid for **one long-term search**, whether or not that search results in a hire. **SPN does not refund or transfer fees or credits under any circumstances.**

SPN's obligation to provide a credit 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 SPN's fees and charges in a timely manner; (2) providing a written employment agreement between Client and Candidate to SPN prior to the Candidate beginning employment or other engagement with Client; (3) notification to SPN within one week of the Candidate's resignation or termination of employment or other engagement; (4) abiding by all applicable laws, including paying the Candidate in a timely manner in full as required by law; (5) not materially changing the Candidate's job duties or job description; and (6) not engaging in any acts of harassment, abuse, or moral turpitude in the context of the employment relationship. Determining compliance with these conditions is in the sole and absolute discretion of SPN.

If Client fails to satisfy all of these aforementioned conditions, SPN shall have no further obligation to Client. SPN's obligation to provide a credit 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 credit period or any time thereafter.

6. **DISCLAIMER/HOLD HARMLESS/LIMITATION OF LIABILITY:** Except as expressly stated in this Agreement, SPN 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 SPN's services is at Client's own risk.** Additionally, SPN does not employ or exercise control or discretion over Candidates or any person referred by SPN 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 SPN 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 fee(s) received by or owed to SPN 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 California. Any action or proceeding commenced regarding this Agreement shall be brought in San Mateo County, California.

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

Client(s): _____
Printed Name Signed Name Date

Client(s): _____
Printed Name Signed Name Date

SPN: _____
Printed Name Signed Name Date

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