

**THE PHILADELPHIA NANNY NETWORK, INC.**

**www.nannyagency.com**

10 E. Athens Ave, Suite 214, Ardmore, Pennsylvania 19003, Tel: (610) 645-6550 Fax: (610) 645-6540

**REFERRAL AGREEMENT**

**NannyTemps™, Part Time Nannies, Tutors, Homework Helpers, Housekeepers, Cooks (as of 1/1/2008)**

I, \_\_\_\_\_ (the "Client") and The Philadelphia Nanny Network, Inc. ("TPNN"), hereby enter into the following agreement:

**1. REFERRAL FEE.** The Client shall pay to TPNN a referral fee based on the referral fee schedule for referral of a temporary nanny, part time nanny, tutor, homework helpers, housekeepers, cook (the "Helper") with the Client. The fee, subject to 6% sales tax for PA residents, shall be paid as follows:

- (a) Upon the execution of this Agreement, the Client shall pay TPNN a non-refundable Annual Registration Fee of \$100 (\$75 for Renewals) and
- (b) The referral fee shall be due prior to the Helper's employment (the "Commencement Date").

**2. INTRODUCTION.** If at any time the Client hires a Helper introduced by TPNN for all jobs except full time permanent jobs the Client is obligated to pay to TPNN the referral fee as published on TPNN's rate card. If the Client hires any Helper introduced to the Client by TPNN for full time permanent employment the Client shall be obligated to pay in full to TPNN 14% (live-out) or 16% (live-in) of the Helper's gross annual salary including any bonus offered to the Helper. In the event that Client refers anyone introduced to Client by TPNN to a third party who hires the services of the Helper within two years of introduction, the Client shall be obligated to pay TPNN's current referral rates. In the event that Client refers any Helper introduced to Client by TPNN to a third party who hires the permanent full time services of the Helper within two years of introduction, the Client shall be obligated to pay TPNN in full percentage fee based on current referral rates, of the Helper's gross annual salary including any bonus offered to the Helper.

**3. REFERRAL SERVICE.** The Client understands that TPNN is strictly a referral service and that the Client is solely responsible for the selection of the Helper. The Client further understands that it is the Client's responsibility to confirm and verify all references and information supplied by TPNN and that the Client, and not TPNN, is the employer of the Helper. The Client acknowledges that the Helper is not an employee of TPNN and that in no event shall TPNN be liable or otherwise responsible for any action or performance of the Helper, including without limitation, the Helper's negligence, malfeasance, nonfeasance or willful misconduct.

**4. INDEMNITY.** The Client on behalf of itself and all successors and assigns agrees to release and discharge TPNN, its officers, directors, employees and agents harmless from any and all liabilities, claims, action and causes of action whatsoever arising out of or in any way connected with the referral or subsequent action or performance of the Helper. Additionally, in the event TPNN is named as a defendant in a lawsuit involving the Helper, the Client or any other person, arising out of the Helper's or the Client's negligence, malfeasance, nonfeasance or willful misconduct, or involving the Client's payment of TPNN's fee, the Client agrees to indemnify TPNN and pay all of TPNN's costs and attorneys' fees.

**5. CANCELLATION AND REFUND.** If between the Hiring Date (the date that the Client agrees to have the Helper work and the Helper agrees to commit to the job) and the Commencement Date the Client desires to cancel the employment of the Helper, the Client shall be refunded the prepaid referral fee less a \$100 processing fee. The Client is obligated to pay the cancelled Helper the four hour minimum for day work, 25% of potential earnings for a job that was up to nine days or one week severance pay if the Helper was hired for longer than nine days. Payment to helper is waived if Helper is referred into another job.

**6. LATE PAYMENT FEE.** If payment is not received by TPNN in accordance with paragraph 1 of this Agreement, Client shall be liable for an additional \$25.00 for each week any payment remains outstanding. In the event the Client defaults in its payment of any of the fees set forth in paragraph 2, 5 or this paragraph, the Client agrees to pay all costs incurred by TPNN in connection with its collection of such fees, including reasonable attorneys' fees. In the event the Client or Clients are husband and wife each Client shall be jointly and severally and in their entireties obligated to pay TPNN the agreed upon fees.

**7. CONSTRUCTION.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Pennsylvania without regard to principles of conflicts of law. Notwithstanding the foregoing Client expressly agrees that any action relating to the contract and/or non-payment of fees may be brought in the Court of Common Pleas of Montgomery County, Pennsylvania and/or Magisterial District 38-1-07 and Client hereby irrevocably consents to the personal jurisdiction of said courts.

**8. SUPERSEDING EFFECT.** This contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the Client and TPNN with respect to their obligations under this contract.

**9. MODIFICATION OF CONTRACT.** This contract contains all the agreements and conditions under which the contract is to be performed and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Contract. The terms and conditions contained in this Contract may not be added to, modified, superseded or otherwise altered except by written modification signed by authorized representative of TPNN.

**10. CLAUSE HEADINGS.** The headings and subheadings of clauses herein are used for convenience and ease of reference and shall not limit the scope or intent of the clause.

**THE PHILADELPHIA NANNY NETWORK, INC.**

**CLIENT**

By Father

By: \_\_\_\_\_

Mother

Date: \_\_\_\_\_

Date: \_\_\_\_\_