

THE PHILADELPHIA NANNY NETWORK, INC.
At Home Staffing, A Work/Life Balance Company

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REFERRAL AGREEMENT

(Revised as of 3/1/2011)

I, _____ (the "Client") and The Philadelphia Nanny Network, Inc. ("TPNN"), hereby enter into the following Referral Agreement (the "Agreement"). Under this Agreement, Client seeks to utilize the services of TPNN to assist in the search for a household employee ("Helper"). TPNN will make reasonable efforts to refer candidates based upon Client's stated needs according to applicable law.

1. FEE SCHEDULE:

(a) Upon the execution of this Agreement, Client shall pay TPNN a **non-refundable** Application Fee of \$200 for a Permanent or Part Time Term Referral (\$150 for a repeat Client), or a **non-refundable** Annual Registration Fee of \$125 for a Temporary Referral (\$75 for a repeat Client).

(b) **Permanent Referral:** If Client hires, employs or otherwise engages the services of a candidate referred or introduced by TPNN, or whom TPNN has provided any information about whatsoever to Client as a Permanent Referral, Client shall pay to TPNN a Referral Fee in the amount of 14% for live-out or 16% for live-in of the Helper's total annual gross compensation (which includes but is not limited to salary, estimated hourly overtime, bonus, health insurance, retirement contributions, pension plans, deferred compensation and room and board) or a minimum fee as noted below, whichever is greater. Minimum fees are \$2700-\$3600 depending on number of hours per week the Helper is hired to work. If the Helper's compensation or hours increase during the first 12 months of the placement, Client will be billed and agrees to pay TPNN for any additional hours or compensation using the formula noted above and according to the terms of this Agreement. The Referral Fee is due within 10 days after the Helper is hired (the "Hiring Date"), or upon the commencement of the Helper's employment (the "Commencement Date"), whichever is sooner. However, if the Helper's criminal or DMV background checks make the Helper an unacceptable candidate in the sole and absolute discretion of TPNN, TPNN will refund the Referral Fee to Client.

Part Time Term Referral: If Client hires, employs or otherwise engages the services of a candidate referred or introduced by TPNN, or whom TPNN has provided any information about whatsoever to Client as a Part Time Term Referral, Client shall pay to TPNN a Referral Fee as posted on the current Rate Card. The Referral Fee is due within 10 days after the Helper is hired (the "Hiring Date"), or upon the commencement of the Helper's employment (the "Commencement Date"), whichever is sooner. However, if the Helper's criminal or DMV background checks make the Helper an unacceptable candidate in the sole and absolute discretion of TPNN, TPNN will refund the Referral Fee to Client.

Temporary Referral: If Client hires, employs or otherwise engages the services of a candidate referred or introduced by TPNN, or whom TPNN has provided any information about whatsoever to Client as a Temporary Referral, Client shall pay to TPNN a Referral Fee as posted on the current Rate Card. Referral Fees are due immediately for Temporary Referrals at the point TPNN commits the Helper to the dates provided by Client. Any arrangements or dates booked directly with the Helper without the agency will be charged on the provided credit card at the current rates as posted on the current Rate Card.

(c) **Sales Tax and Late Fees:** All fees do not include but are subject to 6% sales tax for Pennsylvania residents.

If any fees or portions thereof are not paid when due, TPNN will charge and Client agrees to pay an additional fee of \$25 per week for each week any payment is overdue. If Client's account is turned over to an agency or other entity for collection, all fees and interest incurred relating to the collection activity will be added to Client's original balance and become payable to TPNN according to the terms of this Agreement.

2. INTRODUCTION: All candidates' Profiles and personal information are to be kept strictly confidential and are to be used only in conjunction with TPNN's referral services. If Client provides any candidate's information or Helper's information to another party and the other party hires the candidate or Helper for Permanent, Part Time Term or Temporary purposes without compensating TPNN its full Application, Registration and Referral Fees, Client will be billed and agrees to pay TPNN's full Application, Registration and Referral Fees as if TPNN had placed the candidate or Helper with a client. Credit cards on file will be charged immediately with the assumption of authorization to charge.

3. CANCELLATION REFUND/FEE: (a) **For Permanent Referrals:** If between the Hiring Date and the Commencement Date, Client desires to cancel the employment of the Helper, TPNN shall refund Client the full fee minus \$1000 if Client has already paid the Referral Fee in full; or if the Referral Fee is unpaid at the time of the cancellation, Client will be billed and agrees to pay a \$1,000 cancellation fee. (b) **For Part Time Term Referrals:** If between the Hiring Date and the Commencement Date, Client desires to cancel the employment of the Helper, TPNN shall refund Client the full fee minus 30% if Client has already paid the Referral Fee in full; or if the Referral Fee is unpaid at the time of the cancellation, Client will be billed and agrees to pay 30% of Referral Fee owed as the cancellation fee. (c) **For Temporary Referrals:** Up to \$100 of the agency fee is non-refundable, if the client cancels. Cancellations must be made to the agency with a 24-hour notice or by 4:00pm Friday for a Saturday, Sunday or Monday temporary job to avoid payment to the Helper. For long-term temps, a one-week notice is required. Failure to cancel within the prescribed timeframe will result in payment to the Helper of 25% of potential earnings for temporary job. If Helper procures another job in its place, required payment to the Helper is waived.

4. CONDITIONAL GUARANTEE For Permanent Referrals: Upon fulfillment of the conditions listed herein, subject and limited to the terms of this Agreement, TPNN provides a one year (365 day) Conditional Guarantee period (the "Conditional Guarantee Period") beginning on the Commencement Date. If the Helper's employment with Client terminates for any reason within the first thirty (30) days of the Conditional Guarantee Period, TPNN shall, at its option, (i) make reasonable efforts to provide additional Helper referrals to Client; or (ii) refund Client 70% of its total Referral Fee. To qualify for either option, within this initial 30 day period Client must deliver written notification to TPNN of the termination of the Helper's employment. If the Helper's employment with Client terminates for any reason during the 31st to 365th day of the Conditional Guarantee Period, and TPNN has not already made reasonable efforts to provide additional Helper referrals, TPNN shall make reasonable efforts to provide additional Helper referrals.

TPNN's obligation to make reasonable efforts to provide additional Helper referrals at any time during the Conditional Guarantee Period is expressly conditioned on Client's (1) satisfaction of all of its obligations under this Agreement, including but not limited to payment of all TPNN's fees and charges in a timely manner; (2) not altering the Helper's job description from that which Client expressed in its Family Application for a Helper; (3) abiding by all applicable laws; and (4) not engaging in any acts of substance abuse, or acts of moral turpitude in the context of the employment relationship. If Client fails to satisfy all of these aforementioned conditions, TPNN shall have no further obligations to Client. Further, TPNN shall be obligated to make reasonable efforts to provide additional referrals to Client only for the first candidate Client hires from TPNN. TPNN is under no obligation to make reasonable efforts to provide additional referrals if any candidates after the first candidate leave Client's employment for any reason or at any time. Finally, TPNN's obligation to make reasonable efforts to provide additional referrals shall not apply if the Helper gives Client notice of her intention to terminate her employment with Client at the end of the 365 day Conditional Guarantee Period or any time thereafter.

5. REPLACEMENT POLICY: TPNN will make reasonable efforts to make a second referral for the balance of the contracted term but will not be required to provide services of any kind between termination and replacement dates. Client may choose to hire a temporary Helper at the current temporary fees. (a) **For Permanent Referrals:** If the replacement Helper stays in Client's employ beyond the original year (Commencement Date to 365th day) pursuant to the terms and conditions of this Agreement, Client will be required to pay TPNN for the services provided by the Helper beyond the completion of the initial year up to one full additional year. The

additional fee will be a prorated fee based on the rate of \$375 per month with each week rounded forward to complete a month. Client agrees to provide a valid credit card to TPNN and to be billed and pay any and all fees under this Agreement, including but not limited to the Application and Referral Fees, according to the terms and conditions of this Agreement. (b) **For Part Time Term Referrals:** If the replacement Helper stays in Client's employ beyond the original term (3, 6, or 9 months) pursuant to the terms and conditions of this Agreement, Client will be required to pay TPNN for the services provided by the Helper beyond the completion of the initial term. The additional fee will be the current posted rates as published on the current Rate Card. Client agrees to provide a valid credit card to TPNN and to be billed and pay any and all fees under this Agreement, including but not limited to the Application and Referral Fees, according to the terms and conditions of this Agreement.

6. **REFERRAL SERVICE:** Client understands and agrees that TPNN is strictly a referral service and that Client is solely responsible for the selection of the Helper. TPNN makes no guarantees, representations or warranties about the qualifications, ability, credentials, suitability, or performance of the candidates referred. Signing up with or paying TPNN does not guarantee that it will find a suitable candidate or replacement candidate for Client. Client further understands and agrees that it is Client's responsibility to confirm and verify all references and information supplied by TPNN (except for Temporary Referrals), and that Client, and not TPNN, is the employer of the Helper. Client further acknowledges, understands and agrees 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.

7. **DISCLAIMER/WAIVER/HOLD HARMLESS/LIMITATION OF LIABILITY:** TPNN assumes no liability or responsibility for, and makes no representations or warranties about, any information, material, errors, omissions, services, referrals, candidates, Helpers, independent contractors, employees or potential employees (including but not limited to the qualifications or performance of individuals) it provides to Client. **Client's use of TPNN's services is at Client's own risk.** Except as specified in this Agreement, TPNN does not provide and specifically disclaims any express or implied guarantees or warranties to Client. Additionally, TPNN does not employ or exercise control or discretion over applicants, referrals, candidates, Helpers, independent contractors, employees or potential employees, and disclaims all responsibilities for such individuals' conduct or omissions.

By signing this document, Client hereby waives and releases TPNN and its owners, agents, employees, attorneys, officers, directors, representatives and affiliated entities from all liability, including but not limited to liability arising from negligence, equipment, or the actions of any third party (including but not limited to applicants, candidates, Helpers, independent contractors, employees, potential employees or anyone referred to Client by TPNN), arising under law or otherwise.

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.

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

Finally, 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 shall be limited to the amount of the Referral Fee received by or owed to TPNN from Client. If any 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.

8. **MISCELLANEOUS:** 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.

This Agreement is entered into by TPNN and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between TPNN and Client and supersedes all prior oral and written agreements between TPNN 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 TPNN.

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 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. Such counterparts, when taken together, shall constitute but one agreement.

Failure or delay on the part of either party 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 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.

The parties hereby certify, represent and warrant that they have carefully read this Agreement and that they fully understand its final and binding effect.

The Philadelphia Nanny Network, Inc.

Client(s)

Wendy Sachs

Parent 1 Signed Name

Date

Date

Parent 2 Signed Name

Date

Authorization To Charge Credit Card. In the event that the Client, at any time, remits payment to TPNN by credit, debit or charge card(s), the Client hereby authorizes TPNN to process any or all of said card(s) to collect any amounts due to TPNN from the Client.

Credit Card Information (Please complete for payment of Application Fee or Annual Registration Fee or Referral Fee)

Visa MasterCard

Account Number		Expiration Date	/
Name on Card		3 Digit Security Code	
Signature		(back of card)	