



### **NANNY/SITTER AGREEMENT**

This Agreement made this between The Nanny Agency, Inc. ("Agency") and *Print your name* \_\_\_\_\_ ("Nanny/Sitter") witnesseth:

In consideration for the mutual promises and undertakings listed herein, the Agency and Nanny/Sitter hereby agree as follows:

#### **Agreements for Both Nannies and Sitters**

1. The Nanny/Sitter agrees to provide any and all information requested by the Agency either orally or on such forms as may be provided by the Agency. All such information is and will be limited to information relevant to the Nanny/Sitter's background qualifications and suitability for childcare placement. The Nanny/Sitter will sign the application verifying that all information provided is true, complete and correct. The Nanny/Sitter agrees to indemnify and hold the Agency harmless from any and all liability arising out of the furnishing of false or incomplete information with respect to the Nanny/Sitter's suitability.
2. The Nanny/Sitter hereby authorizes the Agency to make all such investigations and inquiries as it may deem necessary in its discretion to verify the accuracy of information provided under Paragraph 1 above, and to present all such information to prospective placement Families ("Families").
3. The Nanny/Sitter agrees to provide the Agency with evidence of an annual physical examination and TB test in such manner as is acceptable to the Illinois Department of Labor and the Department of Children and Family Services.
4. The Nanny/Sitter hereby authorizes any family he or she has worked for to discuss his or her performance with said family with The Nanny Agency, Inc. and agrees to save and hold the family harmless of any and all liability for disclosure of such information to the Agency.
5. The Nanny/Sitter agrees to indemnify and hold the Agency harmless from liability arising out of any and all information obtained from or about the Nanny/Sitter, which may be disclosed to prospective families.
6. The Nanny/Sitter and the Agency agree that the Nanny/Sitter is not an employee of the Agency.
7. It is understood by and between the parties that the Nanny/Sitter is not obligated to pay the Agency any type of registration or placement fee.
8. Once listed with the agency, Nannies and Sitters cannot interview or accept private childcare position outside the agency without consent from the agency. Nannies and Sitters become exclusive to the agency with the exception of providing childcare for relatives and friends.

**Agreements for Sitters Only**

9. The Sitter agrees that he/she is not an employee of the Agency, but rather is an Independent Contractor and owns full responsibility for tracking and reporting any income received from families while working as a Sitter through the "Sitters On Call" program.
10. Sitter agrees not to accept sitter positions directly from families but direct families to call the Agency to schedule sitter appointments and will inform the Agency immediately of such contacts.
11. As per Paragraph 10 above, the Sitter understands that accepting positions directly from Agency families will be considered fair grounds for dismissal.
12. Sitter agrees not to administer any medication to Families' children while serving as their sitter.

**Agreements for Nannies Only**

13. The Agency agrees to provide the Nanny with sufficient information about the prospective family to enable the Nanny to decide whether placement with the family would be desirable. The Nanny agrees not to divulge any information about the family to other persons, and shall indemnify and hold the Agency harmless from any and all liability arising out of disclosure contrary to this Agreement.
14. The Agency agrees to set up interviews for the Nanny with any and all families who express a desire for an interview. It is understood that the decision to interview a prospective Nanny rests solely and exclusively with the family and the Agency plays no role in either the decision to grant the Nanny an interview or a decision on whether or not to employ the Nanny.
15. The Nanny agrees that while interviewing with Agency families, she/he may not interview for any nanny positions privately. To do so will be in direct violation of this contract.
16. The Nanny understands that all permanent nanny positions require a minimum one-year commitment.
17. The Agency makes no warranty of any kind with respect to any prospective family or the length or desirability of the Nanny's employment with the family. The Agency's sole responsibility is to take reasonable steps to verify the accuracy of any information provided by the prospective family.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE NANNY AGENCY, INC.

By: \_\_\_\_\_  
Its Employment Counselor

\_\_\_\_\_  
Nanny/Sitter