



TEMPORARY NANNY AGREEMENT

This agreement is entered into _____ day of _____, 20____ by and between THE NANNY AGENCY, INC. (TNA) and _____ (Client).
TNA and the Client agree as follows:

1. TNA will provide a temporary nanny on the following dates: _____.
You may leave the dates blank if you are planning on using the agency on an on-going basis.
2. The agency fee for a temporary nanny is \$20/day, or \$300/month of unlimited sittings. The agency fee will be charged on the credit card provided. The nanny will be paid directly by Client \$15-25/hour (4 hour minimum)
3. When the nanny drives the children in her car, the Client agrees to reimburse her at the rate of a minimum of \$.50/mile.
4. Any additional charges must be given to the nanny prior to the end of the job.
5. If the Client leaves town and/or requires the nanny to stay overnight, the Client agrees to leave the nanny a minimum of \$40/day in cash for each day the Client is gone. It is understood and agreed that this money will cover miscellaneous expenses. (i.e. school lunches, meals out, movie, etc.) In addition, the nanny will provide the Client with receipts for the money spent and will return any remaining cash to the Client.
6. If the Client cancels the temporary nanny with at least 24 hours notice, TNA will refund the Client 100% of the amount stated in Item 2.
7. **The Client agrees to refrain from making any private agreements with the temporary nanny** (such as trying to hire her without going through TNA), or from taking any action which is inconsistent with this agreement or which has the effect of avoiding any of the Client's obligations thereunder. Such private agreements and actions include, but are not limited to,, actions which would enable the Client or any other person to avoid payment of any fees due TNA. If Client does decide to hire the temporary on a permanent basis, Client agrees to pay the normal permanent placement fee of 10% of the nanny's annual salary. Client will then also fill out permanent paperwork. Client agrees TNA to charge the placement fee to the credit card number on file with TNA.



8. The Client agrees to call the agency, rather than the nanny to request the nanny for additional sittings. TNA will make every effort to honor the request of the Client.
9. This agreement contains the entire agreement TNA and the Client, and no statements, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be binding or considered valid; and this contract may not be enlarged, modified, or altered except in writing, signed by the parties hereon.
10. The Client fully understands and accepts that non-payment of any fees or charges will make this Temporary Nanny Agreement null and void and will require that TNA take immediate action.
11. This agreement will be binding only upon the parties hereto and shall not include any third party nor shall TNA be a party to any agreement entered into and between the Client and the nanny.
12. TNA and its representatives do not **employ**, exercise control, or discretion over nannies and disclaim all responsibilities for conduct or omissions of the nanny. The Client shall indemnify and hold TNA and its representatives harmless against any damages or liability whatsoever arising out of, or in any way in connection with, the employment or association of any nanny introduced to Client by TNA regardless of how, when or where any damages or liability was incurred. This agreement will be governed by the laws of the State of Texas. Further, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, provided; however, that the arbitration proceedings shall be conducted within the State of Texas.

Client

Andrea McDaniel, President
THE NANNY AGENCY, INC.

Printed Name

Date

Date