

NannyMall, llc - Terms and Conditions

DEFINITIONS

Where in these Terms and Conditions are as follows:

(a) "Agency" shall be NannyMall, llc. Nannymall, llc is a referral service that matches and introduces suitable Nannies to work for the Client.

(b) "Client/Family/Employer" shall be any person, parent, family member, or third party appointed by such person, making the hiring decision.

(c) "Childcare Giver" shall be any person, Nanny or babysitter to whom the Agency introduces to the Client as being available for work or hire.

LIFETIME REGISTRATION FEE:

Upon execution of this Agreement and completed Application, Employer agrees to pay the Registration Fee of \$160.00. The Registration Fee is non-refundable.

Placement Fees as follows: Long Term Temp defined as 24-33 hrs: \$200.00

FT Permanent defined as 34-40 hrs: \$300.00

RESPONSIBILITIES OF PARTIES:

Family/Employer is solely responsible for the decision of hiring of Nanny/Employee.

NannyMall, LLC sole responsibility is to introduce potential Nannies to Clients.

NannyMall, LLC shall be in no way party to or liable under any employment agreement between Family and Nanny. Family agrees to keep all information about

Nanny/Employee confidential and to not engage Nanny in employment without the notification/consent of NannyMall, LLC. Family/Employer also agrees to not refer Nanny Candidates to other positions outside the protection of the Agency; in such case it will be considered theft of Services and Family will pay a \$500.00 Finder's Fee to Agency.

SERVICES:

By this Agreement, Family/Employer engages NannyMall, LLC to locate Nannies for Client's employment. Upon completion of Family Application, signed Terms & Conditions Agreement, and paid Registration Fee, NannyMall, LLC will actively match and recruit candidates. Up to five candidates matching Client requirements will be sent to Client via Email. It is understood that if the Nanny and Employer are mutually satisfactory, Employer will hire Nanny on such terms and conditions as may be mutually agreed upon between Employer and Nanny.

HIRING DECISION:

NannyMall, LLC cannot guarantee satisfaction with Employer hiring decision. While NannyMall, LLC uses reasonable efforts to obtain information about Nanny which will permit Employer to determine if Nanny is suitable for Employer's needs, Employer is solely responsible for obtaining and verifying information about Nanny, (including Nanny qualifications, references, and employment eligibility, whether provided by NannyMall, LLC or by Nanny); for determining whether Nanny is suitable for Employer needs; and for employing Nanny. Family further agrees to and understands he/she is the Employer of hired Nanny. The laws of the state allow a previous employer the choice to limit employment information to verification, position and dates of employment. We would strongly encourage you to also call all references. As your needs are individual, our questions may likely differ and this gives you an opportunity to evaluate candidates more thoroughly.

INTERVIEWING:

Clients agree to call candidates directly for an interview. The Agency cannot make those arrangements but will lend itself to the interview if needed, time and date permitting. Client has been informed the Agency encourages a minimum of three interviews conducted.

TAXES:

Employer understands that Nannies working with NannyMall, LLC are not employees of NannyMall, LLC. Client acknowledges all federal, state and local withholdings are to be withheld by Employer. **Please consult one of our trusted Household Tax Specialists with your questions.

VERIFICATION OF EMPLOYMENT ELIGIBILITY:

Employer shall be solely responsible for verifying Nanny eligibility for employment in the United States as provided in the Immigration and Naturalization Service Form I-9. NannyMall, LLC can provide blank copies of Form I-9 to Employer upon request or you can visit IRS.gov to download form.

TEMPORARY SERVICES:

This signed agreement also enables Employer to utilize NannyMall's On-call Service.

GUARANTEE:

Employer acknowledges that there are generally more Nanny positions that need to be filled than there are Nannies available to fill them. There is no guarantee of time in which the position can be filled. However, the caring staff at NannyMall, LLC works fervently to ensure the successful placement of and individualized Nanny to each respective family.

LIMITATION OF LIABILITY:

Because of the limited responsibility of NannyMall, LLC as described herein, Employer hereby agrees to release and hold harmless NannyMall, LLC and its employees and agents from, and indemnify each of them against all claims, cause of action, liabilities, damages, costs and expenses, including attorney fees and court costs, which may hereafter arise from any other relationship between Employer and Nanny, whether or not intentional, reckless or negligent. NannyMall, LLC does not guarantee the number of Nannies to be referred to Employer and is not responsible for the performance or actions of Nannies referred. NannyMall, LLC does follow a strict code of matching 90-100% criteria between the Client & Nanny application, helping reduce indecision.

OTHER TERMS:

The laws of the State of Missouri shall apply to the Agreement. The Agreement sets forth the entire understanding between the parties and may not be modified except by further writing signed by both parties. The Terms of this Agreement shall apply for the hiring of a Nanny, not for any other employment purposes. Employer represents that Employer has read and fully understands the Terms & Conditions and acknowledges receipt of copy hereof. Nothing in this Terms & Conditions Agreement shall ever be interpreted to create a partnership, joint venture, association, or other affiliation between NannyMall, LLC and Client/Employer.

PRIVACY:

Employer understands the need for privacy; all Nanny background checks remain in office until a decision of hire has been made; when decision has been finalized, the applicant background info will then be forwarded. Applications, interview assessments, letters of reference, resumes (if provided) and Family letter will be included in the sent portfolios after Registration Docs & Fee has been received.

THREE-MONTH GUARANTEE:

After a match has been made, and the Family or the Nanny feels that the relationship is not working out within the first three months of start date, NannyMall, llc will replace one Nanny free of charge.

No refunds will be issued once payment has been received.

SHOULD TERMINATION OF EMPLOYMENT OCCUR BY REASON OF MIS-DESCRIPTION OR MISREPRESENTATION CONCERNING THE DUTIES, WAGES OR TREATMENT OF THE APPLICANT OR IF YOU REFUSE TO SIGN A FAMILY-NANNY AGREEMENT (provided by Agency) OUTLINING THE APPLICANT'S WORK HOURS, PAY AND DUTIES, THIS 'REPLACE ONE NANNY AT NO COST' CLAUSE IS VOID AND WILL BE CONSIDERED A BREACH OF CONTRACT BY THE EMPLOYER.

REPLACEMENT NANNY:

There is no guarantee for your Replacement Nanny. Should you relieve Replacement Nanny before the Family-Nanny Agreement is up for renewal, there will be a new Placement Fee due. We will always try to send three to five additional for Replacement candidates, however our pool of Nannies fluctuates so we may have to recruit for your position.

Both parents, if applicable, sign (typed signatures accepted) here:

_____ & _____ Date: _____

NannyMall, LLC
6290 Ronald Reagan Dr.
Ste 212
Lake St. Louis, MO
63367