

Baby Specialist Contract



Dear Client,

Thank you for your interest in Class Act Nannies, LLC. As moms ourselves, we understand that finding a qualified nanny or housekeeper is a very time consuming and frustrating process. We created this service to eliminate the stress families feel while trying to staff their households.

Class Act Nannies, LLC understands that every family is unique. We pride ourselves in taking the time to listen and understand our client's individual needs in order to make the most successful placement possible. Once we've received your completed Client Application form and Application fee, you will work with an experienced professional whose goal is to get to know you and your family's needs. After determining your requirements, we will begin sending candidates for you to interview.

Successful placement is due to the emphasis we place on screening. We conduct a face to face interview with every candidate. The candidates also complete a comprehensive application and provide both work related and personal references. If we feel that the person is a viable candidate, we will then contact all references and conduct detailed telephone interviews with previous employers.

When we are confident that we have a candidate who meets your specific needs, we will provide you with the necessary information needed to schedule an interview. Our agency will be in close contact with you throughout this entire process. After meeting a candidate whom you deem a possible employee, we ask you to contact the references and gather any information you need in order to feel comfortable with your decision.

Once you have made a decision to hire a candidate, we ask you to immediately notify your representative at Class Act Nannies, LLC. The morning the candidate is to report to work, a courthouse and database background check will be ordered. An independent screening agency will investigate criminal records for up to 10 jurisdictions in which the applicant has lived for a minimum of the past 7 years. This criminal check includes felony, misdemeanor, pending convictions, social security number verification, known aliases, sexual offender registry check, and driving record, if applicable. If you would like a background check conducted on known aliases, an additional \$100 will be charged per name. Finally, if the original candidate needs to be replaced within the guarantee period, an additional \$200 will be charged for background checks conducted on each replacement employee.

Class Act Nannies, LLC prides itself in giving you a personal touch. Regardless of your needs, we have qualified candidates that not only fit your job description, but also your lifestyle. Class Act Nannies, LLC maintains the highest standards. After a placement has been made, we will remain available to you to answer any questions that may arise. You will be pleased you chose Class Act Nannies, LLC for your household needs.

Sincerely,

Jennifer

Initial Here:

CLASS ACT NANNIES, LLC ● TERMS AND CONDITIONS AGREEMENT

1. This agreement, made and entered Date



by and between ► , hereinafter (referred to as

“Client”), whose address is ► and Class Act Nannies, LLC.

Class Act Nannies, LLC and Client enter into this written understanding. Client is using Class Act Nannies, LLC for the placement of a Candidate to provide services to Client.

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2. Fees

All Clients agree to pay to Class Act Nannies, LLC a nonrefundable application/retainer fee of \$375.00 per each client application submitted and/or amended. The fee will be paid after Client interviews the first Candidate. The application/retainer fee is valid for 3 months from date of receipt. The placement fee is established for each Candidate retained by Client as follows:

Baby Specialist:

Under 29 days: \$700

30-89 days: \$850

90-119 days: \$1000

120 days and beyond: \$1500

Previous clients will receive a 10% discount on the placement fee of additional candidates. The nonrefundable application fee, the placement fee, and any and all penalty fees are subject to change without notice at any time at the discretion of Class Act Nannies, LLC.

The placement fee is due in full upon hiring of the Candidate. Hiring constitutes an offer made by Client and acceptance of the position by Candidate. Payment is to be made on the date Candidate is to report to work for Client. Payment may be made by check or credit card. If payment is not received on or before the day Candidate reports to Client, Client agrees that Class Act Nannies, LLC may charge the credit card on file with Class Act Nannies, LLC. There will be a \$25.00 charge for any returned checks. If the Candidate does not report to work as specified, the search will continue for a qualified Candidate.

3. Guarantee Period

Includes all calendar days without any additional time for natural disasters, health problems, accidents or the like. During the guarantee time, Class Act Nannies, LLC will make a reasonable effort to replace the Candidate. Client acknowledges and agrees that it is impossible to determine how soon an appropriate replacement may be found. If the Client amends the original application, Class Act Nannies, LLC will not be required to replace the Candidate. If Client desires a new candidate, a new placement fee will be owed and the application fee will be waived as to an application amended within the guarantee period. There are no refunds. All services are final.

Under certain circumstances, this limited guarantee does not apply. Class Act Nannies, LLC will not replace the Candidate in any of the following situations:

(a) Specific emotional or behavioral issues are present in the child (children) and the issues are not disclosed to Class Act Nannies, LLC in Client application; (b) Candidate is owed any amount of money for work by Client, including money owed for the training of Candidate; (c) Candidate alleges a dangerous work environment, including but not limited to illegal activity, substance, physical or verbal abuse, or immorality within the home, regardless of the source; (d) Candidate is not able to relocate with Client when requested by Client; (e) Candidate has been asked to significantly change their hours or pay; (f) Candidate alleges sexual harassment or discrimination is present in the work environment; (g) Candidate is asked or required to perform jobs outside those identified on original application; (h) Or Client violates the terms of #6 below.

4. Confidential Information

All communication between or among Client and Class Act Nannies, LLC, whether oral or written, shall be



confidential. Should Client pass on any information including Candidate details, or should Client recommend a Candidate to a third-party resulting in any placement of Candidate, Client will be liable for the full fee for the placement of a Candidate and the terms and conditions of this agreement shall apply accordingly, including the penalty for failing to compensate Class Act Nannies, LLC. In addition, Client accepts that contracting directly or indirectly in any way, or hiring by circumventing Class Act Nannies, LLC is a direct breach of this agreement and breach of contract damages are available to Class Act Nannies, LLC in addition to any in this agreement.

5. Introduction by Third Parties

If Client hires a Candidate, or any person referred either by a Candidate or Class Act Nannies, LLC, within two (2) years of the date of this Agreement or one (1) year from the date of Client's interview with Candidate, whichever is longer (without notifying Class Act Nannies, LLC), Client will be responsible for paying the full-fee for the placement of the Candidate and the terms and conditions of this agreement shall apply accordingly, including the penalty for failing to compensate Class Act Nannies, LLC, as described in paragraph 2, above.

6. Referrals to Third Parties and No Assignments

Class Act Nannies, LLC does not consent to Client referring a Class Act Nannies, LLC Candidate to any Third Party who has not independently become a Client of Class Act Nannies, LLC. If Client makes such a referral, they do so in direct violation of this agreement. Neither this contract nor any term thereof may be assigned to third parties.

7. Liability

The final decision to retain a Candidate is the sole responsibility of Client and Class Act Nannies, LLC does not accept any liability for Candidate or the placement. It is agreed by the parties of this Agreement that Class Act Nannies, LLC is and shall remain an independent contractor. Nothing contained herein shall be construed as inconsistent with that status. Client understands and accepts that Class Act Nannies does not health screen, train, direct, supervise, manage or control the candidates either before or after retention by Client. Client hereby assumes all risk and acknowledges that Client is solely responsible for health screening, managing, controlling, supervising and directing candidates, providing any desired training and/or for promulgating any rules, policies and procedures that Client deems necessary and appropriate. Client understands and accepts that Class Act Nannies is not responsible, in any way, for the acts or omissions of any candidate either before or after retention by Client. Client, individually, and on behalf of Client's children, knowingly, voluntarily and expressly waives any and all claims, potential claims, rights, suits, debts or causes of action seeking damages of any type, whether for personal injury or otherwise, based on any theory of liability whatsoever including, but not limited to, negligence, gross negligence, recklessness or intentional conduct, against Class Act Nannies, LLC, its principals, employees, agents, apparent agents, representatives, heirs, successors and assigns. Client further agrees that Class Act Nannies, LLC, will not be responsible or liable for any damages and that the waiver described in this paragraph applies to any acts or omissions of Candidate, Class Act Nannies, LLC, its employees, agents, apparent agents, representatives and/or associated individuals or entities. Should Candidate, or any person associated with Candidate have a claim against the Client for any reason, including, but not limited to negligent or intentional conduct of the Client or any third party, Class Act Nannies, LLC shall not be liable.

THERE ARE NO REPRESENTATIONS OR WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY FOUND IN THIS AGREEMENT.

8. Indemnity

Client agrees to indemnify, defend, and hold Class Act Nannies, LLC, its members, agents, assigns, and employees harmless from any and all actions, causes of action, suits, debts, sums of money, controversies, demands, claims, damages, and harm or injury whatsoever in law or equity whether justified or not (including all reasonable attorney's fees and costs presuit, in litigation and during appeals) for personal injury (including death), property damage, or negligent matters arising out of or caused by an act or omission indirectly or directly under this agreement pertaining to the referral of, retention, hiring or the work performed by Candidate.

Client does for itself and for its heirs, executors, administrators and agents, servants, employees, and assigns, release Class Act Nannies, LLC from any and all actions, cause and causes of action, suits, debts, dues, sums



of money, covenants, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity which Client has or had, now have, or might have in the future against Class Act Nannies, LLC, its members, agents, assigns, and/or employees. Notwithstanding, in no event shall the liability hereunder to Class Act Nannies, LLC be greater than the amount paid by Client to Class Act Nannies, LLC under the terms of this agreement.

Client shall further indemnify, defend and hold Class Act Nannies, LLC, its members, agents, assigns and employees harmless from any and all claims, liability and/or and damages (including reasonable attorney's fees, collection agency fees, and costs at all judicial levels) arising from any act, negligence, fault, or omission of Client, their agents, employees, contractors, invitees.

9. General Provisions

The terms and conditions of this agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that exclusive venue for resolution of any action between the parties shall be in Miami-Dade County, Florida.

This agreement is executed by Client voluntarily, and is not based on any representation, guarantees, warranties or statements of any kind made by Class Act Nannies, LLC, or any of its representatives.

This is the entire Agreement between the parties. Any changes to this agreement must be in writing and executed by both parties.

This Agreement revokes any and all prior agreements or understanding of the parties whether written or oral regarding employment, agency, representation or any relationship and renders those previous agreements void.

CLASS ACT NANNIES, LLC ● TERMS AND CONDITIONS AGREEMENT

GUARANTEE OF PAYMENT: CREDIT CARD INFORMATION

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Turn by turn directions to your home and parking instructions:

Soonest Interview availability with options: (i.e., Monday 4/2 from 9am - 12pm or Wednesday 4/5 from 5pm - 8pm)

Below by CLASS ACT NANNIES, LLC:

Date: _____

 X _____

Below by CLIENT (Both parents/guardians):

Select Date

(If both parents/guardians do not sign, the signing parent represents that he/she is authorized to sign on behalf of both parents/guardians.)

CLIENT HAS READ AND UNDERSTANDS ALL OF THE TERMS OF ITS AGREEMENT WITH CLASS ACT NANNIES, LLC

 X _____



Signature Certificate

Document name: Baby Specialist Contract

Unique Document ID: 9AEFE3BF8E5CBA116C06F39CE124AAADA17F8783

LEGALLY SIGNED USING
WPesignature
Build. Track. Sign Contracts.

Timestamp	Audit
August 18, 2016 7:54 am EST	Baby Specialist Contract Uploaded by Jennifer Warren Medwin - classactnannies1@gmail.com IP 137.103.63.58
January 5, 2018 11:07 am EST	Jen M - classactnannies1@gmail.com added by Class Act Nannies - Classactnannies1@gmail.com as a CC'd Recipient Ip: 98.211.175.228, 98.211.175.228
May 15, 2018 10:22 pm EST	Jen M - classactnannies1@gmail.com added by - as a CC'd Recipient Ip: 137.103.60.140, 137.103.60.140
May 24, 2018 9:50 pm EST	Jen M - classactnannies1@gmail.com added by - as a CC'd Recipient Ip: 137.103.60.140, 137.103.60.140
May 25, 2018 3:09 pm EST	Jen M - classactnannies1@gmail.com added by - as a CC'd Recipient Ip: 137.103.60.140, 137.103.60.140
June 12, 2018 9:46 pm EST	Jen M - classactnannies1@gmail.com added by - as a CC'd Recipient Ip: 137.103.60.140, 137.103.60.140
September 6, 2018 12:57 pm EST	Jen M - classactnannies1@gmail.com added by - as a CC'd Recipient Ip: 137.103.60.140, 137.103.60.140
September 26, 2018 9:54 pm EST	Jen M - classactnannies1@gmail.com added by - as a CC'd Recipient Ip: 137.103.60.140, 137.103.60.140
December 12, 2018 3:01 pm EST	Jen M - classactnannies1@gmail.com added by - as a CC'd Recipient Ip: 137.103.60.140, 137.103.60.140
January 17, 2020 12:27 pm EST	Jen M - classactnannies1@gmail.com added by - as a CC'd Recipient Ip: 73.46.39.93
April 14, 2022 2:00 pm EST	Jen M - classactnannies1@gmail.com added by - as a CC'd Recipient Ip: 137.103.60.140



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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