

MIDWEST NANNIES FLORIDA
238 Flamingo Street
Fort Myers Beach, Florida 33931
(239) 463-4774 - FAX (239) 463-4774
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REFERRAL AGREEMENT

I, _____ (the "Client") and Midwest Nannies Florida ("Agency"), hereby enter into the following agreement:

- 1. REFERRAL AGREEMENT** Client, desiring to directly engage a person as an employee to perform certain child care, companion care, or other duties specified in writing by Client, gives Agency the right to locate for Client a person to perform such services for the Client. All information obtained by Client from Agency about any applicant is confidential and may not be disclosed to any other person, nor may Client share an applicant referred by Agency with any third party. If within a period of one year from the date of the referral Client hires the applicant, Client shall pay Agency the full referral fee as provided in Paragraph 2. Prior to placement any modification by the Client of the job description must be in writing and agreed to by Agency and the Client.
- 2. REFERRAL FEE** If Client hires an applicant referred by Agency, Client shall pay to Agency a referral fee in the amount of 10% of the applicant's gross annual salary.
- 3. PAYMENT OF FEES** All referral fees owed Agency are due and payable upon hire. The Client must provide to Agency a valid credit card number, including expiration date, as a guarantee of payment and Client hereby authorizes Agency to place charges on said Account in accordance with this Agreement.
- 4. REPLACEMENT POLICY** If any applicant hired fails to remain in the position for the period of day one (1) through day sixty (60) of employment, Agency will offer Client one free replacement only. No replacement shall be due if Client has supplied any false information in the Family Application.
- 5. REFUND OF FEES** If the applicant hired fails to remain in the position for a period of thirty (30) days, effective on the starting date of placement, and Client does not desire a replacement, Agency will refund to the Client all fees, less an amount equal to 25% of the total gross salary or wages paid such employee during the period of such employment, but not less than \$100.00. If the fee has not been paid, Agency will be entitled to a reduced fee of 25% of the total gross salary or wages paid such employee during the period of such employment, but not less than \$100.00. Refund will be made within three (3) days after Agency has been notified of the applicant's failure to remain in the position. No refund shall be due if Client has supplied any false information in the Family Application.
- 6. COLLECTION AGENCY** If any fee is not paid within ten (10) days of demand Client's payment obligation will be assigned to an agency for collection.
- 7. COMPLETE AGREEMENT** This Agreement is the exclusive statement of the understanding between the parties and it supersedes all prior agreements, negotiations, proposals and representations, oral or written, relating to its subject matter. No provision in this Agreement may be changed, modified or amended except by an agreement in writing, signed by the parties hereto or their assigns.

8. RELEASE OF LIABILITY Client acknowledges that Agency is a placement service only and that the applicants referred to the Client are not employees or agents of Agency. Agency does not control or supervise the time, method, manner or means of accomplishing the Client's objectives, leaving all arrangements for mutual agreement between applicant and Client. Agency will make reasonable efforts to locate applicants meeting Client's written job information qualifications and verify references and past employment history on each applicant listed with Agency and referred to the Client. Client unconditionally releases Agency and its employees, recruiters, agents, officers or directors and agrees that Agency shall not be liable for any personal property damage, injury, loss, delay or expense of any sort incurred by the Client in connection with their selecting and hiring an applicant, or the actions or performance of an applicant.

I have read and understand the above and have received a signed copy of the Referral Agreement. AGREED TO and effective this ___ day of _____, 20___.

Client Signature

Placement Counselor

Dated

THIS SECTION MUST BE COMPLETED

I hereby authorize charges to the following credit card as provided in the foregoing referral fee.

Visa or MasterCard Number

Expiration Date

Security Code on back of Card (3 digit)_____

Name as It Appears on The Card (Print)_____

Authorized Signature_____