

**MIDWEST NANNIES FLORIDA**  
238 Flamingo Street, Fort Myers Beach, FL 33931  
(239) 463-4774 FAX (239) 463-4774

TEMPORARY PLACEMENT AGREEMENT

The undersigned Client \_\_\_\_\_, agrees to pay Midwest Nannies Florida, ("Agency") a licensed private employment agency, an agency fee as set forth below for the placement of a suitable employee, agree to the following:

A Temporary Placement Order has been completed according to the Client's instructions. This document shows the type of services sought by the Client, the hours and days the services are needed, and any other requirements of the Client. The Agency will refer available and qualified providers to the Client based on the information provided by the Client on the Temporary Placement Order. In consideration of the referral provided by the Agency, the Client will pay the Agency a placement fee determined by the Agency's current Temporary Fee Schedule for each day a provider listed with the Agency is employed by the Client. This responsibility to pay the placement fee for Agency providers retained by the Client remains in force even if the Client ceases to be an actively listed Client of the Agency.

If the Client decides to hire any referred temporary provider as a permanent provider, Client will be charged a referral fee for such permanent placement and pay immediately any and all referral fees as outlined in Agency's current Permanent Referral Agreement for the placement of a permanent childcare provider.

The Agency is not the employer of any provider retained by the Client, and will not be responsible for the provider's direction, supervision, control or compensation. The Agency does not warrant or guarantee the services of any provider retained by the Client, and the Client will not hold the Agency responsible for the provider's service. 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 State of Florida and judgment upon the award tendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Providers referred by the Agency have agreed, in writing, that they will not accept direct employment from any Client of the Agency unless they have been referred through the Agency. As a Client of the Agency, you must not directly solicit or engage the services of any of the Agency's listed providers except through the Agency. Any such solicitation will be viewed as an intentional act on your part to interfere with the contractual rights of the Agency and can result in damages against you. **WHEN A PLACEMENT ORDER IS FILLED, THE CLIENT IS RESPONSIBLE FOR THE PLACEMENT FEE WHICH IS NON-REFUNDABLE.** A placement fee will be charged to the Client's credit card at the time of referral.

I have read and understand the above and have received a signed copy of the Agreement. **AGREED TO** and effective this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Agency Fee: \$30.00/First Day; \$15.00 per day for each day thereafter

\_\_\_\_\_  
Midwest Nannies Florida

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Dated

**THIS SECTION MUST BE COMPLETED**

**I hereby authorize charges to the following credit card as provided in the foregoing Placement Agreement.**

**Type of Card:** Master Card \_\_\_\_\_ Visa \_\_\_\_\_

**Card No.** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_

**Security Code on back of card (3 digit):** \_\_\_\_\_

**Name as It Appears on The Card (Print)** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_