

NANNY AGENCY CONTRACT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF PARENT(S)]

[address]
("Client")

- and -

[NAME OF NANNY PLACEMENT SERVICE]

[address]
("Agency")

Client and Agency hereby agree to the following terms and conditions with regards to the placement of a child care nanny with Client (hereinafter referred to as the "Nanny").

1. Agency's Obligations

- 1.1 Agency will recruit nanny applicants (hereinafter referred to as an "Applicant") and will conduct a background check of all Applicants who are supplied to Client for a placement interview. It is the Client's responsibility to review each Applicant's file and to take whatever steps are necessary to verify the Applicant's credentials.
- 1.2 Upon Client's request, Agency will facilitate discussions between Client and Nanny with regards to the terms of Nanny's employment. Such discussions may include, but are not limited to, compensation, work schedule, vacations, duties, benefits, and other matters that might be contained in a work agreement between Client and Nanny.
- 1.3 Agency is acting solely as agent on behalf of the parties, and shall not be deemed to have an employee-employer relationship with either party. Agency will assist Client in selecting a Nanny, but it is solely Client's responsibility to select the appropriate Nanny and define the relationship between Client and Nanny by written agreement.
- 1.4 Agency will make every reasonable effort to secure satisfactory Applicants for Client. Agency guarantees nanny placement for _____ (_____) [*insert number of months in both words and numerals*] months. If Nanny's employment, secured with the assistance of Agency, terminates prematurely, Agency will provide a qualified replacement.
- 1.5 Agency will only make _____ (_____) [*insert the number of referrals in both words and numerals*] replacement referrals free of charge within the _____ (_____) [*insert months in both words and numerals*] month guarantee period. Should termination of Nanny's employment occur by reason of misrepresentation by Client, or by reason of Client's treatment of Nanny, or if Client refuses to sign a work agreement outlining Nanny's work hours, pay and duties, then Client shall be in breach of contract and the nanny replacement option will no longer be valid.

THIS IS A 3-PAGE AGREEMENT.