

# NW Nannies Permanent Placement Agreement

## Premise

Employer wishes to employ a childcare provider on a long term basis in their home, and has engaged NW Nannies LLC to find suitable candidates for such employment.

1. Employer Engagement of NW Nannies LLC. Employer hereby engages NW Nannies LLC to find candidates for long term (i.e., more than 90 days) employment as childcare provider in employer's home. This engagement is subject to the terms and conditions specified herein.

2. NW Nannies LLC Placement Duties. NW Nannies LLC shall undertake to find an in-home childcare provider suitable for employment by employer, and to this end shall:

- (a) Screen all nanny candidates by checking references, police, and otherwise investigating candidates' background to the extent NW Nannies LLC deems suitable under the circumstances;
- (b) Put employer in contact with one or more candidates for in-house childcare provider employment by employer when NW Nannies LLC believes such candidates satisfy employer's expectations.

3. NW Nannies LLC Fee:

(a) In consideration of NW Nannies LLC placement activities, employer agrees to pay a placement fee to NW Nannies, such fee to be paid in full upon employment of a NW Nannies LLC -placed childcare provider by employer.

Up to 29 hours	\$ 1550.00
30 or more hours	\$ 1950.00
Out of state	\$ 2300.00

4. Replacement/Refund of Fee. In the event that employer terminates the employment of an NW Nannies LLC placed childcare provider within the ninety (90) day trial period or childcare provider leaves within ninety (90) calendar days after the start of such employment, NW Nannies LLC will first make every effort to replace the childcare provider. If a satisfactory replacement can not be found, or the family does not want a replacement, a pro rata refund shall promptly be made. The pro rata portion of the NW Nannies LLC placement fee shall be computed by accruing to NW Nannies LLC an equal portion of the fee over each of the first ninety (90) days of the employment, so that the placement fee is deemed completely accrued ninety (90) calendar days after the first day of employment, with no refund due thereafter.

5. Employer's Covenants.

(a) Employer covenants and agrees that upon employer's employment of any candidate with whom employer was initially placed in contact by NW Nannies LLC, employer shall pay to NW Nannies LLC (1) its then applicable placement fee (if the term of employment is more than ninety (90) calendar days) or (2) the excess of the then applicable fee charged by the temporary service for temporary childcare services over the compensation paid to the temporary childcare provider for rendered services of not more than ninety (90) calendar days. The fee(s) shall be charged in accordance with, and shall be due and payable in accordance with, NW Nannies LLC standard Temporary Childcare Service Agreement or NW Nannies LLC Placement Agreement, depending on the term of employment. Employer acknowledges that this covenant shall continue for one (1) year after the date of this agreement, notwithstanding refund of any placement fee, or portion thereof, by NW Nannies LLC to Employer.

(b) Employer covenants and agrees to pay all employment taxes and withhold all income taxes required by applicable law of employers of in-house childcare providers, and to provide worker's compensation insurance required by applicable law. Employer shall indemnify, defend, and hold NW Nannies LLC harmless against all taxes, damages, losses, costs and expenses (including attorneys' fees) resulting or arising from (1) employer's failure to timely pay any such employment or income tax and (2) any claim for injury for which worker's compensation insurance is available, whether or not such insurance was obtained by employer for a NW Nannies LLC placed childcare provider.

6. Limitation on Liability. Employer acknowledges and agrees that employer's employment of an NW Nannies LLC placed childcare provider is based on employer's own interview of, and judgment about, the character and ability of the candidate for employment, and employer agrees that NW Nannies LLC shall not be liable, responsible, or accountable in damages or otherwise to employee for any injury, damage, or loss resulting from employer's employment of an NW Nannies LLC placed childcare provider if NW Nannies LLC acts in good faith and is not guilty of fraud or gross negligence in performing its placement duties hereunder.

7. Miscellaneous.

(a) Notice. Any notices permitted or required under this agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to the parties at the address set forth below or any other address as either party may, from time to time, designate by notice given in compliance with this section.

If to NW Nannies LLC:

NW Nannies LLC

3 Monroe Parkway, Suite P#129

Lake Oswego, Oregon 97035

(b) Attorney Fees. In the event of any litigation between the parties to declare or enforce any provision of this agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties, in addition to any other recovery costs, reasonable attorney fees incurred in such litigation in both trial and in all appellate courts.

By registering with the agency, I acknowledge that I will pay the applicable permanent placement fee upon hiring a nanny from NW Nannies LLC. Families shall be responsible for payment of all referral fees, if Family fails to make payment, Family will be responsible for a payment of all costs and reasonable attorney fees incurred by NW Nannies LLC as a result of collection, including cost and attorney fee made in connection with court and/or arbitration proceedings. If Family referral fee bounces, a \$50.00 fee will be added to the amount owed. This agreement shall be constructed and enforced in accordance with the laws of the State of Oregon and/or the State of Washington. All sections to enforce or interpret this agreement whether by court action or arbitration shall be maintained in Multnomah County, Oregon.