



## Peace of Mind Nannies, LLC

6666 Odana Rd Suite 214  
Madison, WI 53719  
608-575-7974  
Micaela945@gmail.com

### Agreement Between Family and Peace of Mind Nannies, LLC

The following is an agreement between Peace of Mind Nannies, LLC and the Jacobs-Mutlu families.

You, the undersigning, agree upon the following conditions:

#### Application:

You agree to pay a \$500 **non-refundable** application fee to Peace of Mind Nannies to begin the search for a nanny.

Following our family assessment interview, Peace of Mind Nannies will send you potential nannies that we feel best match your needs. All applicants will have gone through several stages of interviewing as well as a Multi-State/National Criminal Background Check and the National Sexual Offender background check. Upon selection of a candidate that you feel is the right fit for your family Peace of Mind Nannies will complete the background check process with a Social Security Verification, Address Search, and Driver's License and Record Check. Peace of Mind Nannies strives to make the best match possible so as to provide a safe environment for all involved.

After we have referred qualified and suitable nannies to you, your family will be responsible for hiring the nanny of your choosing. Due to the recruitment and interview process that we maintain it can take up to 10 business days for Peace of Mind Nannies to submit referrals to you for available nannies. We anticipate that it will take between two and eight weeks to identify a nanny for your family. After twelve (12) weeks of an active search, we will re-evaluate our agreement and consider adjusting the search or placing on hold for an agreed upon period of time. You agree to keep Peace of Mind Nannies informed of interviews and any decisions you make with regard to your hire.

#### Placement:

Once you have selected a nanny, your family agrees to pay Peace of Mind Nannies a placement fee of \$1000 (returning family discount) This placement fee will be due in full immediately after Peace of Mind Nannies has received a written and/or verbal confirmation from you, the family, of an accepted offer to hire.

#### Nanny/Family Contract:

Peace of Mind Nannies asks that, within one week of an accepted offer for hire, you send us the contract that you both discussed and signed with your nanny. We provide a copy of this contract to you in the folder presented to you at our initial interview. Electronic copies are available upon request.

#### Guarantee/Replacement/Cancellation Policies:

Peace of Mind Nannies offers a six-month guarantee policy. Under this policy, we agree that in the first six months following your hire we will provide you with support, answers and follow-ups related to your hire. This policy begins once Peace of Mind Nannies receives a written and/or verbal confirmation of your hire of a nanny. In the event the placement is not working out within the first six months, Peace of Mind Nannies will replace a nanny up to two times.

Peace of Mind Nannies will be exempt from the six-month guarantee policy if:

The relationship is terminated or your nanny quits because you have moved or relocated.

The nanny quits due to illegal activity, harassment, substance abuse, or immoral acts within the home.

You fail to pay the nanny or agency fees.

You decided to change your need of needing in home care due to personal reasons.

It may take some time to find a suitable replacement and Peace of Mind Nannies is not responsible to provide services between replacements. You may choose, however, to hire a temporary nanny through Peace of Mind Nannies. A discounted rate will be applicable in this situation.

#### Referral Agency Responsibilities:

You accept that Peace of Mind Nannies is only a referral agency. It is not an employer and assumes no liability or responsibility for the performance of the nanny. It is also understood that you are the sole employer of the nanny. You agree that Peace of Mind Nannies is not

liable for any personal property damages, injury, loss, or expense of any sort by the client in relationship to selecting and hiring a nanny through Peace of Mind Nannies. You understand and agree that although Peace of Mind Nannies has assisted in referring the nanny, Peace of Mind Nannies cannot predict future behavior or performance of the nanny.

#### Introduction Policy:

You agree not to make any personal agreements with any nanny referred by Peace of Mind Nannies or take any actions that conflict with this agreement. Such action would be enabling others to avoid payment of registration, placement, and/or other fees due to Peace of Mind Nannies. You agree to compensate Peace of Mind Nannies the full placement fee, in the event you hire a nanny introduced to you by Peace of Mind Nannies within a period of 1 year following that introduction.

#### Late Payment Fee:

If the placement fee is not paid to Peace of Mind Nannies within the first week the nanny is hired, you are responsible for a further fee of \$50.00 for each week the fee is unpaid. If you refuse to provide payment, you agree to pay all costs to Peace of Mind Nannies in relationship with court costs and attorneys fees.

#### Disclaimer:

You agree to fully release and discharge Peace of Mind Nannies, its directors, officers, employees, and agents (collectively, "Agency") from any and all claims, actions, losses, liabilities, damages, costs, or expenses that may arise as a result of the Agency's referral or placement of an individual to the family.

Peace of Mind Nannies' liability waiver applies to all families. I agree that a nanny or nannies who have been hired by our family are employees of our family and not employees or agents of the agency. I agree the Agency is not responsible for a Nanny's actions, regardless of whether those action occur at the point of referral or once employment has commenced with a family. By signing this agreement I acknowledge and agree that I am discharging and releasing the Agency from any wrong-doing by a nanny candidate or placed nanny, as well as any liabilities, obligations, damages, costs, or expenses that may arise from such individuals' actions. Further, I acknowledge that this Agreement will be binding on my spouse and immediate family members as well as all other successors, heirs, agents, or beneficiaries

You agree to hold harmless and fully release and discharge Peace of Mind Nannies, its directors, officers and employees from any wrongdoing and all claims, actions, losses, liabilities, damages brought against Peace of Mind Nannies past, present or future, and expenses for investigation or attorney's fees that may arise out of or in any way relate to this agreement.



Signature of Parent/Guardian

6/22/2021

Date



Signature of Parent/Guardian

6/22/2021

Date

*Micaela F. Berry-Smith*

6/7/2021

Signature of Peace of Mind Nannies, LLC

Date