

SERVICE AGREEMENT

This SERVICE AGREEMENT between you, _____, with an address of _____, telephone _____ (“Employer” or “you”), and Noble Nanny, Inc., located at 5944 Coral Ridge Drive, Coral Springs, Florida, 33076 (“Noble Nanny”, “we” or “us”) is entered into this ____ day of _____ 200__. This Service Agreement states the terms and conditions under which the Employer wishes to engage Noble Nanny, Inc., to assist in recruiting and screening potential domestic professionals.

1. TYPES OF DOMESTIC PROFESSIONALS

a. Baby Nurse. A Baby Nurse is an infant/newborn specialist who comes into your home in the first weeks of your infant’s life to assist you with the day-to-day care of your newborn baby. Baby Nurses work 24 hours a day – they are on-call at all times to care for the baby. A Baby Nurse educates new parents on caring for their newborn, assists in establishing a routine eating/sleeping/wake schedule for the baby and provides lactation consulting to breastfeeding mothers.

b. Companion. A Companion performs the appropriate services upon the instructions of an Employer or an Employer’s family. Companions endeavor to perform their duties with sensitivity and respect in the hopes of enriching the lives of their client.

c. Couple. A male and female team, typically married, that act together as a Housekeeper and a Nanny.

d. Housekeeper. A Housekeeper is a domestic professional who handles the cleaning of a home or an estate.

e. Nanny. A Nanny is a childcare provider. Nannies are usually employed by families that feel that their children need an “extra parent” due to their time constraints. A Nanny may perform the following tasks:

- i. Provide childcare during the hours agreed upon with employing family;
- ii. Support the physical, social, emotional, creative, and intellectual development of children;
- iii. Protect children from foreseeable harm;
- iv. Prepare meals and snacks;
- v. Maintain good communication levels with the parents, informing them of each child’s development and concerns; and
- vi. Maintain the cleanliness and neatness of the house as affected by the children.

2. TERMS AND CONDITIONS

a. Agent. Noble Nanny will serve as the **agent** of Employer for the sole purposes of recruiting, screening and assisting in the selection of a domestic professional. The final determination of a candidate’s suitability and hiring decision will be made **solely** by Employer. The parties agree and acknowledge that any potential domestic professional hired by Employer will be an employee of Employer. Noble Nanny will not be a party to any employment agreement or contract between Employer and the candidates Noble Nanny submits to Employer.

NOBLE NANNY MAKES NO WARRANTY THAT A PARTICULAR DOMESTIC PROFESSIONAL IS FIT FOR ANY PURPOSE FOR WHICH THE EMPLOYER HIRES THAT DOMESTIC PROFESSIONAL. THIS MEANS THAT EMPLOYER ASSUMES ALL LIABILITY ASSOCIATED WITH THE HIRING DECISION.

b. Background Checks. Noble Nanny engages a third-party information search company to perform a background check of the domestic professional candidates. To ensure that the background check is as current as possible, the Employer must notify Noble Nanny 48 hours before the date on which the domestic professional begins providing services for the Employer. Noble Nanny makes no representation as to the character, ability and or moral turpitude of any domestic professional. It is understood by and between the parties to this Agreement that Noble Nanny cannot perform background checks in out-of-state or foreign jurisdictions, and cannot make any representation or guarantee as to the background or history of any domestic professional.

c. Limitation of Liability. EMPLOYER WAIVES THE RIGHT TO MAKE ANY CLAIM AGAINST NOBLE NANNY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES OR AGENTS ARISING FROM OR RELATED TO THE JOB PERFORMANCE, ACTS, OR OMISSIONS OF THE DOMESTIC PROFESSIONAL INCLUDING BUT IS NOT LIMITED TO, ACTS OF NEGLIGENCE OR CRIMINAL CONDUCT.

d. Non-Disclosure. Employer will not disclose to any third party the information provided by Noble Nanny or prepared by Noble Nanny in connection with this Agreement. The parties expressly acknowledge that the information prepared and prepared by Noble Nanny is the proprietary information of Noble Nanny and has been developed solely for the purposes of providing the services set forth in this Agreement. Likewise, Noble Nanny will not disclose to any third party, other than as necessary to perform pursuant to this Agreement, any personal or identifying information provided to Noble Nanny by Employer.

3. FEES

a. Application Fee. Employer will pay Noble Nanny a non-refundable \$299 Application Fee. The Application Fee is due at the time this Service Agreement is signed by the parties and returned to Noble Nanny. Employer acknowledges that Noble Nanny will perform no services under this agreement until such time as the Application Fee is paid. If Employer wishes to suspend Noble Nanny's services after paying the Application Fee and returning this Service Agreement to Noble Nanny, a new Service Agreement will have to be signed and submitted by Employer to reactivate the process.

b. Referral Fee. Employer will pay Noble Nanny a Referral Fee upon entering into an employment agreement with a domestic professional introduced by Noble Nanny during the term of the Service Agreement. The Referral Fee is due *in full* two weeks prior to, and in no event later than the business immediately preceding the date on which the domestic professional begins providing services for the Employer. If Employer wishes to reserve an approved domestic professional candidate for future employment, Noble Nanny will hold the candidate upon payment of the Referral Fee in full, due upon the request for reservation. Employer's failure to comply with this payment schedule will result Noble Nanny retaining all fees paid.

NO DOMESTIC PROFESSIONAL MAY PROVIDE ANY SERVICES TO EMPLOYER UNTIL THE REFERRAL FEE IS PAID IN FULL.

This means that any personal or certified check tendered as payment for the Referral Fee must clear both the Employer's and Noble Nanny's bank accounts prior to a domestic professional providing services for the Employer. The Employer may not withhold payment of the Referral Fee to Noble Nanny for any reason.

The Referral Fee varies depending on the terms of the employment agreement. The Referral Fees are:

- i. The greater of \$3,000 or 15% of the projected gross annual salary package for a full-time live-in non-driver or a live-out; and 20% for a Live-in Driving domestic professional (including, but not limited to, annual gross salary, health insurance and bonuses)
- ii. \$2,500 for a part time domestic professional;
- iii. \$2,000 for a summer nanny
- iv. 25% of the gross fees for baby nurses; or
- v. 25% of the gross fees for temporary services.

If the gross annual salary package is increased or supplemented with additional benefits within six months of entering into an employment agreement, Employer shall immediately notify Noble Nanny in writing of the amount or value of the increase or supplement and pay Noble Nanny the additional amount of the Referral Fee then becoming due.

c. Late Fees. Late charges apply if the Referral Fee is not paid prior to the first day of service. The Late Fee for the first 20-day period after the start of service, or any part thereof, is 5% of the entire Referral Fee. And after twenty days, the Late Fee will further include an additional amount calculated at the rate of 18% per month. Noble Nanny reserves the right to charge the entire Referral Fee and all accrued Late Fees to Employer's credit card.

d. Other Fees. In the event Employer fails to pay the any part of the Fees listed in this section, Employer will be liable for the full amount due, including all applicable Late Fees, together with all other costs and expenses associated with collecting such Fees, including but not limited to attorney's fees equivalent to 33% of the full amount due, costs of court and interest.

e. Third Party Referrals. In the event that Employer does not hire or retain the services of a domestic professional candidate submitted to Employer by Noble Nanny, and instead (i) Employer refers the candidate to a third

party who hires or retains the services of the candidate within one year after the termination of this Service Agreement, or (ii) the domestic professional refers to Employer another candidate represented by Noble Nanny, Employer will pay to Noble Nanny the entire Referral Fee, plus Late Fees and other Fees as set forth above, under the same terms and conditions as if the Employer had hired or retained the services of the domestic professional candidate.

f. Payments. All payments by Employer for Application Fees shall be made either by credit card or check payable only to “Noble Nanny, Inc.” All payments by Employer for Placement Fees shall be made by check or money order payable only to “Noble Nanny, Inc.”

4. GUARANTEE PERIOD AND ADDITIONAL REFERRALS

a. Guarantee Period. Within the first twelve weeks, if the initial placement turns out to be unsuitable to the Employer for any reason, Employer may request, and Noble Nanny will use its reasonable best efforts to perform, **one** additional search for a replacement domestic professional without charge. Employer must submit any such request to Noble Nanny *in writing* at the address listed above. Noble Nanny shall be under no obligation to provide a replacement Nanny if:

- i. Employer has not paid all, or is not current as to installment payments of, all Fees described in paragraph 4, above;
- ii. Employer has not returned a copy of the employment agreement between the domestic professional and Employer as required by paragraph 7.e., below;
- iii. A replacement is requested after the domestic professional has been in service with the Employer longer than 3 months; or
- iv. Noble Nanny has already replaced a domestic professional pursuant to this paragraph 4.a.

Additionally, Noble Nanny cannot guarantee the length of time any additional search will take. Should Employer exercise the replacement policy and the domestic professional’s salary increases from that of the initial domestic professional placed, an additional Referral Fee representative of the salary difference will be invoiced and due upon receipt.

b. Additional Referrals. If Noble Nanny refers additional domestic professional candidates to Employer at any time in the future, such referrals will be subject to the terms and conditions of this Agreement to the full extent practicable, unless the parties have entered into a separate Service Agreement.

5. TERM & TERMINATION

This Service Agreement commences from the date the Employer delivers a signed copy of this Agreement and the Application Fee to Noble Nanny. Noble Nanny will continue to search for domestic professional candidates until such time as Employer executes an employment agreement with a domestic professional referred from Noble Nanny or some other source. This Agreement terminates automatically upon performance by both parties of their obligations under this Agreement. Either party may terminate this agreement in the event that the other party has failed to fulfill its material obligations under this Agreement. Such termination will be effective only if made by written notice to the other party, at the address written above, upon ten (10) days notice.

6. OBLIGATIONS OF NOBLE NANNY

Noble Nanny agrees to use its best efforts to recruit and qualify domestic professional candidates in a timely manner on behalf of Employer. Noble Nanny will (i) seek prospective candidates on behalf of Employer, (ii) conduct interviews to determine whether such candidates are suitable for the position that Employer desires to fill, (iii) check references furnished by the candidates, and (iv) perform background checks as described in paragraph 2.b., above. Noble Nanny will then submit candidates’ portfolios for Employer to review. Noble Nanny is required only to locate candidates willing to serve as a domestic professional based upon the job description provided by Employer, and upon the salary requirements and geographic locations identified by Employer and domestic professional candidates. In the event that Employer changes or modifies the original job description for any domestic professional candidate, and a replacement candidate is requested, a nominal fee of \$250 will apply to the replacement candidate.

7. OBLIGATIONS OF EMPLOYER

a. Interviews. Employer agrees to schedule interviews with domestic professional candidates selected by Noble Nanny solely through Noble Nanny.

b. Best Efforts & Final Decision. Employer agrees to use his/her best efforts to reach an agreement for employment with a domestic professional candidate submitted by Noble Nanny. The parties, however, acknowledge that this process is subjective by nature and that the final hiring decision is that of the Employer. Employer is responsible for negotiating terms and conditions of any Agreement with the domestic professional candidate(s) in accord with the job description provided by Employer and the application.

c. Verification of Information. Employer will also be responsible for verification of a domestic professional's eligibility for employment in the United States as provided by the Immigration and Naturalization Services Form I-9. Noble Nanny will provide copies of I-9 forms as needed by Employer. Employer is responsible for verifying all other information pertinent to Employer's decision to hire or retain a domestic professional referred by Noble Nanny.

d. Relationship Between Employer and Domestic Professional. Employer and the domestic professional candidate have the full and complete authority to negotiate the terms and condition of domestic services, provided that the service conforms to the job description Employer provided to Noble Nanny with the application. Employer and the domestic professional must, however, comply with all applicable state and federal laws, rules and regulations. Noble Nanny does not negotiate wages, salary reviews, holidays, vacations, sick leave, or withholding. Client is fully and solely responsible for all wages paid (including all federal and state taxes), insurance and/or benefits.
EMPLOYER AGREES TO INDEMNIFY AND HOLD HARMLESS NOBLE NANNY FROM ANY AND ALL CLAIMS ARISING FROM NON-COMPLIANCE WITH APPLICABLE STATE AND FEDERAL LAWS, RULES AND REGULATIONS.

e. Copy of Employment Contract & Evaluation. Employer agrees that any agreement reached with a domestic professional referred by Noble Nanny will be in writing. Employer must provide a copy of that employment agreement to Noble Nanny before the first day of the domestic professional's employment. Failure to provide a copy of this employment agreement will result in Employer forfeiting any and all rights under the trial period as set forth above. To ensure that the background check is as current as possible, the Employer must notify Noble Nanny 48 hours before the date on which the domestic professional begins providing services for the Employer.

8. PAYMENT

Employer authorizes Noble Nanny to charge Employer's credit card \$299.00 for a non-refundable application fee, and such additional amounts that become due if Employer does not pay Noble Nanny the Fees described in paragraph 3, above.

Credit card number MC/Visa: _____ Expiration date: _____

Name on Card: _____ Signature: _____

9. OTHER TERMS

This Service Agreement contains the entire agreement between the parties and may only be modified in writing signed by both parties. This Service Agreement will be governed by the laws of the State of New Jersey. In the event either part files suit to enforce the terms and conditions of this Service Agreement, the prevailing party in the resulting litigation is entitled to recover its costs, expenses and reasonable attorney's fees. (The "prevailing party" is defined as a party who has substantially prevailed with respect to the amount in controversy or substantially prevailed with respect to the most significant issue or set of issues presented.) If any term or provision of this Service Agreement is found to be invalid or unenforceable for any reason, it shall be adjusted rather than avoided, if possible, so as best to accomplish the objective of the parties to the extent possible. In any event, the remaining terms and provisions shall be deemed valid and enforceable.

Noble Nanny, Inc.

Em

mployer

By:

By: