



Fee Service Agreement: This Agreement confirms the terms and conditions whereby In-House Staffing @ Aunt Ann's, Inc. (dba Aunt Ann's In-House Staffing) (the "Agency") agrees to assist the undersigned ("Client") whether singular or plural. Agency is a domestic referral agency and will make reasonable efforts according to applicable laws to refer individual(s) to provide in-home or office services to Client ("Candidate(s)"). However, Client understands and agrees that Client is responsible for making the final decision to hire or otherwise engage a Candidate. Client understands and agrees that signing up with or paying Agency does not guarantee that Agency will find a suitable Candidate for Client.

Referral Fee: Upon Client's hiring or other engagement of a Candidate referred by Agency, Client agrees to pay Agency its fee as stated in Agency's Fee Schedule below. Client agrees to pay a fee for **each** Candidate Client employs or engages. Agency will bill the fee to Client upon Agency's confirmation of Client's hiring or engagement of a Candidate. Client agrees to pay Agency its fee in full after any applicable trial period and upon agency's mailing or other transmission of the invoice to client within 14 days.

FEE SCHEDULE:

Fee for Long Term Services:

CHILDCARE

- ◆ All **Full Time** Nanny, Parent Helper, Family Assistant, Governess
15% of annual Gross Compensation (minimum fee = \$3000)
- ◆ All **Part Time** Nanny, Parent Helper, Family Assistant, Governess
15% of annual Gross Compensation (minimum fee = \$1500)

HOUSEHOLD

- ◆ All **Full Time** Housekeeper, Executive Housekeeper, Cook, Handyman, Companion
15% of annual Gross Compensation (minimum fee = \$3000)
- ◆ All **Part Time** Housekeeper, Executive Housekeeper, Cook, Handyman, Companion
15% of annual Gross Compensation (minimum fee = \$1500)

ESTATE/ PRIVATE OFFICE

- ◆ All **Full Time and Part Time** Estate Managers, Household Managers, Chefs, Valets, Butlers, Master Gardeners, Security Body Guards, Chauffeurs, Couples, Personal Assistants, Executive Assistant Candidates
20% of annual Gross Compensation (minimum fee = \$3000)

Fee for On-Call & Temporary Services

- ◆ All On-Call and Temporary Work Assignments except for Baby Nurses, Newborn Specialists and Doulas
35% of ongoing Gross Compensation (minimum fee = \$35 a day)
- ◆ All Baby Nurses, Newborn Specialists & Doulas
20% of ongoing Gross Compensation (minimum fee = \$50 a day)

Definitions: Full time: Average employment is 30 hours or more per week

Part time: Average employment is fewer than 30 hours per week

Long Term: Continuous employment for a period of 180 days or more

Temporary: Employment for fewer than 180 days

On-Call: Temporary assignment of a short duration with an end date.

Gross Compensation: Gross compensation is all wages and salary paid prior to any/all deductions. Gross compensation is calculated by weekly compensation multiplied by 52 or monthly compensation multiplied by 12.

Background Checks: The Agency fee for childcare referrals includes the cost of the mandatory California Trustline Background Check. Client acknowledges that Agency has provided Client with information about Trustline for childcare placements. The Agency fee for all other referrals includes a background check executed by PFC Information Services which is limited to a 7 years search of criminal court records, 3 year driving record history and social security scan. If Client requests any additional background checks, Client agrees to pay Agency supplemental fees for any additional background checks at the time Client orders any such supplemental background checks. Additionally, Client agrees to pay Agency all fees for background checks including Trustline, if Client cancels a placement for a Candidate. Agency does not warrant the results of any checks performed by third parties.

Trial Period: Upon Client's decision to hire a Long Term Candidate, Agency will provide Client with a maximum one-week trial period (not to exceed 5 consecutive working days) with the Candidate. Pursuant to the terms of this Agreement, Agency's fee is waived during this trial period. Client is responsible to pay all wages to the Candidate during the trial period.

Payment Terms:

On-Call /Temporary Referral Fee: Client agrees to pay Agency's Referral Fee immediately when Agency confirms Client's hiring or engagement of a Candidate. Client understands and agrees to pay Agency via VISA, MASTERCARD, AMEX or DISCOVER, the only forms of payment accepted by Agency.

Long Term Referral Fee: Client understands and agrees to pay Agency's Referral Fee when Agency confirms Client's hiring or engagement of a Candidate. If a trial period is scheduled, the Agency will bill Client for the Referral Fee at the time of job offer by Client and acceptance by Candidate.

CREDIT Fee Schedule: Subject to the terms of this Agreement, in the event of a separation of employment between a Long Term Candidate and Client during the first 30 days of the Candidate's employment with Client, Agency agrees to credit a portion of Client's Referral Fee. All fees received are **non-refundable**, and Agency will only issue a credit toward a future search to Client subject to the terms of this Agreement. If a Long Term Candidate does not remain employed with Client for up to 365 days, the credit schedule is as follows:

1 to 30 days of employment:	a credit of 75% will be issued
31 to 90 days of employment:	a credit of 50% will be issued
91 to 180 days of employment:	a credit of 25% will be issued
181 to 365 days of employment:	a credit of 10% will be issued

Agency will not issue any credits after 365 days of a Candidate's employment with Client.

Client understands and agrees that Agency will not issue any credits to Client unless Client has paid Agency all fees owed within 14 days of Agency's transmission of the first invoice to Client. The CREDIT Fee Schedule begins on the Candidate's first day of employment after the maximum allowed trial period, if any, of 5 consecutive days. A Client can choose a credit for a new or future search. The credit expires one year after date of notified termination of Employee by Employer to the agency.

Agency's obligation to provide the aforementioned credits is expressly conditioned on Client's 1) satisfaction of all of its obligations under this Agreement, including but not limited to payment of all Agency's fees and charges in a timely manner, 2) abiding by all applicable laws; 3) not engaging in any acts of moral turpitude; and 4) not materially changing the Candidate's job duties or compensation. Determining compliance with these conditions is in the sole and absolute discretion of the Agency.

Disclaimer/Waiver/Hold Harmless/Limitation of Liability: Agency assumes no liability or responsibility for, and makes no representations or warranties about any information, credentials, material, errors, omissions, services, Candidates, referrals, employees or potential employees (including but not limited to the qualifications or performance of individuals or Candidates) it provides to Client. Client understands and agrees that Client's use of Agency's services is at Client's own risk. Except as specified in this Agreement, Agency does not provide and specifically disclaims any express or implied guarantees or warranties to Client. Additionally, Agency does not employ or exercise control or discretion over Candidates and disclaims all responsibilities for Candidates' conduct or omissions.

By signing this document, Client hereby waives and releases Agency and its owners, agents, employees, officers, directors, attorneys, representatives and affiliated entities from all liability, including but not limited to liability arising from negligence, equipment, or the actions of any third party (including but not limited to Candidates or anyone referred to Client by Agency), arising under law or otherwise.

This Agreement does not govern claims that cannot be released by private agreement or that cannot lawfully be waived. In addition, this Agreement does not limit either party's right, where applicable, to file, cooperate with or participate in an investigative proceeding of any governmental entity, or file charges that do not seek personal relief for released claims with any governmental entity.

Additionally, Client shall indemnify, defend and hold Agency and its owners, agents, employees, officers, directors, representatives, attorneys and affiliated entities harmless against any damages or liability whatsoever arising out of or in any way in connection with the interviewing, selection, employment, or association of a Candidate or other person referred to Client by Agency, regardless of how, when or where any damages or liability was incurred.

Finally, in no event shall either party to this Agreement be liable for consequential, incidental, exemplary, punitive, special or indirect damages of any kind. Further, a party's aggregate liability for damages of any kind under this Agreement shall be limited to the amount of the referral fee received by or owed to Agency from Client. If any waiver, exclusion or limitation of damages is not permitted by law, the parties' liability to each other is limited to the maximum extent permitted by law.

Client Obligation of Non Disclosure: Client understands and agrees that all information and files of Candidates Client receives from Agency are Agency's property, that the contents thereof constitute valuable and confidential information, and that such information and materials are only to be used in conjunction with Agency's referral services and for no other purpose. Client agrees not to disclose to anyone the names, addresses, phone numbers or any other information about any Candidate referred by Agency. If Client provides Candidate information to another party and the other party hires the Candidate without compensating Agency its full referral fee, Client will be responsible for paying Agency's full referral fee as if Agency had placed the Candidates with a client.

Client is Candidate's Employer: Agency is not a party to any agreement made between Client and Candidate. Client understands and agrees that the Candidate's work schedule and the method, manner and means of employment, and any other terms and conditions of employment, will be determined by Client and Candidate. Agency will not be responsible for the Candidate's direction, supervision, control or compensation, and Agency is not the Candidate's employer or co-employer with Client. Rather, Client will be solely responsible for the Candidate's direction, supervision, control and compensation, and Client understands and agrees that it is the Candidate's employer. Client understands and agrees that it will be responsible for all employer related taxes, withholdings, obligations and requirements according to applicable law.

Miscellaneous: This Agreement shall be governed by and interpreted according to California Law. Any action or proceeding commenced regarding this Agreement shall be brought in San Francisco, California. This Agreement is entered into by Agency and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between Agency and Client and supersedes all prior oral and written agreements between Agency and Client with respect to the subjects covered in this Agreement. This Agreement shall not be amended or modified except in a mutually agreed upon writing signed by Client and an authorized representative of Agency.

Client represents that it has carefully read and fully understands the scope and effect of all of the provision of this Agreement; that it has had all such time that it desires within which to consider this Agreement; that it has had the opportunity to consult with an attorney of its own choosing and at its own expense to review this Agreement; and that it has availed itself of this opportunity to the extent, if any, that it wished to do so.

The terms of this Agreement are severable and may be reformed. The invalidity or unenforceability of any provision within this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

Failure or delay to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of any other right, remedy, power or privilege. Neither party to this Agreement shall assign or transfer this Agreement or any interest herein without the prior written consent of the other party.

CREDIT CARD AUTHORIZATION:

On-Call & Temporary Placements: For Agency to begin a search, Client agrees to provide Agency with the required information for pre-authorization for use of Client's credit card. Client agrees to pre-pay Agency's referral fee and any other additional fees and charges for all temporary referrals upon assignment of the Candidate.

Long Term Placements: Client agrees to provide credit card information to Agency for guarantee of payment of Agency's referral fee and authorizes Agency to charge Client's credit card if Agency does not receive Client's full payment within 14 days of Agency's mailing or other transmission of billing to Client. Client understands and agrees that Client's hiring or other engagement of a Candidate referred by Agency will constitute Client's acceptance of the terms and conditions of this Agreement even if Client does not return this executed Agreement to Agency.