PAYMENT CONTRACT

Agreement made this day between MMS, INC., a Virginia Corporation doing business as A CHOICE NANNY (hereinafter called "The Service"), having its principal place of business in Arlington County, State of Virginia, and the client (hereafter called "Parent"), who is seeking care for his\her dependent(s).

WITNESSTH

1. Parent hereby becomes a member of the Service for the purpose of assistance in locating a person (hereinafter called "Nanny") to assist in caring for child or dependent on a Full-time, Part-time, permanent or temporary basis.

2. Parent agrees that if he\she uses the services of a Nanny on the service pursuant to the terms and conditions of this agreement, Parent shall be liable to the Service for any and all fees specified in this agreement. Parent further agrees that if the Services of a Nanny are used on a Part-time, occasional, or temporary basis for any type of work, including non-childcare services, and later used on a Full-time, regular or permanent basis, Parent shall be liable for the appropriate fee.

DEFINITIONS

3. Nannies referred to by the service are defined as: Caregivers over 18 years of age who come into the Parents home and care for children or other dependents. A Nanny is not an employee for the Service but, rather, an employee of the Parent in the household where she\he works, except in some cases of occasional or temporary care, when the Nanny might be considered an independent contractor.

4. Referrals for permanent or exclusive services of Nannies shall be classified as follows:

a. PERMANENT CARE: Care by which an ongoing and regular arrangement is made between Parent and Nanny,
b. TEMPORARY CARE: Care which is not permanent but more than occasional.
c. SUMMER CARE: Care from the end of school year to the beginning of new school year.

FEES

5. Parent(s) shall be responsible for the following fees to the service:

a. Membership/Application Fee: $100

(1) Full-Service, Lifetime Membership: A one time nonrefundable application/membership fees of $100. Includes childcare consultation, access to our 4 referral programs (Permanent, Temporary, Baby-sitting and Summer) and a Parent Packet.

b. Referral fees:

Full-time Nanny: Live Out or Live In:	$2000
Part-time Nanny:(less than 35 hrs p\wk)	$1400
Summer Nanny:	$500
Temporary Care:	$20 p\day

TERMS

6. a. Payments must be guaranteed by a major credit card. Fees not received when due will be charged to Parent's credit card

b. Fees for temporary care must be paid weekly in advance and will be charged to Parents credit card unless another form of payment is received by the Service one week in advance.

c. Credit Policy: A CHOICE NANNY DOES NOT GIVE REFUNDS. Our placements are fully guaranteed for one year starting with the nannies first day of work. If, for any reason, the Nanny leaves or care is terminated within one year, A CHOICE NANNY will provide Parent(s) with new referrals as they are available. Any replacement Nanny hired by the Parent(s) will assume the remainder of the one year guarantee to be determined by the amount of time worked by the previous Nanny(s).

PARENT HEREBY RECOGNIZES THAT A WRITTEN NANNY AND PARENT AGREEMENT IS INSTRUMENTAL IN THE NANNY'S STAYING ON THE JOB. A COPY OF THE AGREEMENT MUST BE RECEIVED IN THE SERVICE'S OFFICE WITHIN 15 DAYS OF THE NANNY'S FIRST DAY IN THE PARENTS EMPLOY OR NO CREDIT WILL BE GIVEN

PAYMENT

All fees are due upon placement. Fees must be received before Nanny begins work. Nanny will be advised not to report to work if payment has not been received by A CHOICE NANNY.. A $100 late fee will be charged.

7. Payment may be made by cash, check, money order or a major credit card. Payments not received in the Service's office when due will be charged to the Parent(s) credit card, and Parent hereby authorizes such payment. Checks may be written to A CHOICE NANNY and may be sent to: A CHOICE NANNY, 2429 26th Road South , Arlington , Virginia 22206

8. This agreement cannot and should not be construed or interpreted as a partnership or joint venture between the contracting parties. Parent(s) acknowledges that he/she has agreed to the signed release contained in the membership application (copy attached).

9. Any controversy or claim above small claim's court limit arising from or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties hereto agree that arbitration shall be held in Arlington County, Virginia.

10. ENTIRE AGREEMENT:
I have read and understand all the terms and conditions set forth in this agreement; this instrument constitutes the entire agreement and all prior negotiations and understandings have been merged herein. Modifications of this agreement shall be valid when agreed to, in writing and executed by, the parties hereto.

SIGNATURE OF PARENT

SIGNATURE OF PARENT

BY_____
REPRESENTATIVE OF A CHOICE NANNY

CREDIT CARD INFORMATION

TYPE OF CARD_____

CARD NUMBER_____

EXPIRATION DATE_____

NAME ON CARD_____

REV. 2005 ARLINGTON OFFICE