

## NANNY AGREEMENT

### **NOTICE TO JOB APPLICANT –READ BEFORE SIGNING**

Do not sign this contract before you have read it or If any spaces are left blank. The employment agency must give you a signed copy of this contract at the time you sign it.

**IMPORTANT:** It is against the law for the employment agency to charge a registration or application fee. The agency can only collect a deposit if you are applying for certain types of jobs. **YOU ARE ENTITLED TO A REFUND. IF A REFUND IS NOT MADE WITHIN SEVEN (7) DAYS OR YOU HAVE A COMPLAINT OR NEED MORE INFORMATION, CALL 3-1-1**

This is an agreement (“Agreement”) between Tiny Treasures NYC, LLC “Tiny Treasures Nanny Agency” Headquartered at 300 Park Ave 12<sup>th</sup> Floor New York, NY 10022 ( Additional Location in Brooklyn, Boston, Atlanta, San Francisco and Los Angeles) and \_\_\_\_\_, an individual, whose address is \_\_\_\_\_ (“Domestic Household Staff”). Tiny Treasures NYC is licensed and bonded by the NY State Department of Consumer Affairs, License #2044950-DCA). This Agreement sets forth the terms under which Tiny Treasures NYC, LLC will provide placement referral services concerning child-care professional opportunities for Nanny. Tiny Treasures NYC, LLC and Nanny may be individually referred to herein as a “Party” or collectively as the “Parties”.

**Preamble:** In exchange for the mutual covenants and obligations in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Obligations of Tiny Treasures NYC, LLC.** Tiny Treasures NYC, LLC is a placement agency that will assist Nanny in locating families in need of childcare services (each a “Client”). Tiny Treasures NYC, LLC is not employing Nanny. Tiny Treasures NYC, LLC obtains applications from various Clients and, at Tiny Treasure’s sole discretion, will recommend acceptable nannies to various employers who are seeking nannies with particular qualifications, skills and requirements, based on the applications of the Clients and the nannies.

Tiny Treasures NYC, LLC may terminate this Agreement at any time and for any reason including its own convenience.

**2. Obligations of Nanny.** Nanny will cooperate in submitting all information necessary for Tiny Treasures NYC, LLC to conduct an interview and background check. Nanny hereby gives Tiny Treasures NYC, LLC permission to conduct a background check consisting of, without limitation: i) contacting references provided by Nanny; ii) conducting a national background check, sex offender check, immigration status check, DMV check and other checks as Tiny Treasures NYC, LLC deems appropriate; and iii) contacting previous employers.

Nanny specifically acknowledges and agrees that all information provided to Tiny Treasures NYC, LLC, including, without limitation, the background information described above, may be disclosed to any or all prospective Clients. By signing this Agreement, Nanny authorizes Tiny Treasures NYC, LLC to perform reference and background checks as contemplated by this Agreement and disclose that information, along with any other information provided by Nanny or otherwise obtained by Tiny Treasures NYC, LLC, to any prospective Clients.

Nanny will reasonably cooperate in scheduling and appearing for interviews with Clients. Nanny will not accept employment from any Client without first contacting Tiny Treasures NYC, LLC.

If Nanny accepts a position with a Client, Nanny will perform services in a professional manner.

Nanny agrees to accurately report the number of hours that Nanny is hired to work. Nanny further agrees to inform Tiny Treasures NYC, LLC of any increase at any time in the number of hours worked during the first year of employment.

**3. Warranties.** Nanny represents and warrants that Nanny has provided true and correct information in Nanny’s application and all other documentation submitted to Tiny Treasures NYC, LLC.

Nanny acknowledges and agrees that Tiny Treasures NYC, LLC, at its sole discretion, will make reasonable efforts to match Nanny with a Client resulting in Nanny being offered employment. However, Tiny Treasures NYC, LLC makes no guarantees or promises that Nanny will be offered employment or even offered an interview with a potential Client.

Nanny requires applications from Clients and conducts some checks on the information received from Client. The majority of Tiny Treasures NYC, LLC Clients should provide a safe environment for the Nanny. However, Tiny Treasures NYC, LLC does not guarantee that Client will provide a safe, pleasant or non-invasive environment for Nanny. The decision to accept employment lies with Nanny and Nanny agrees to take whatever steps Nanny deems appropriate to make sure Nanny is accepting employment from a Client that meets Nanny’s expectations.

**EXCEPT AS EXPRESSLY STATED HEREIN, ALL SERVICES PROVIDED BY TINY TREASURES NYC, LLC ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND. TINY TREASURES NYC, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OR WARRANTIES THAT ANY PARTICULAR CLIENT WILL MEET NANNY’S EXPECTATIONS.**

**4. Employment.** Nanny understands and agrees that Tiny Treasures NYC, LLC is not employing Nanny. Once the Nanny is referred to a Client, the decision to offer employment to the Nanny rests with the Client and the decision to accept the employment rests with the Nanny. Nanny is free to accept or reject any employment opportunity offered by any Client. Tiny

Treasures NYC, LLC is not responsible for any acts of misbehavior in homes of Clients. All issues that arise due to the behavior that goes on in the homes of Clients (including behavior by Nanny, Client and third parties) is between Nanny and Client.

5. **Payment.** Nanny understands and agrees that all compensation for services will come from the Client. The nanny does not pay any fees. Nanny is free to negotiate the amount of desired salary and other terms as Nanny sees fit. Nanny and Client are responsible for working out any issues with benefits, taxes, governmental fees and any other issues as a result of Nanny's employment. Nanny agrees to hold harmless Tiny Treasures NYC, LLC from any payment issues Nanny may have with Client.

6. **Indemnification.** Nanny agrees to defend, indemnify and hold harmless Tiny Treasures NYC, LLC from any and all claims against Tiny Treasures NYC, LLC arising out of and/or in any way related to this Agreement and/or Nanny's agreement with any Client. As used in this section, the term "claims" includes, without limitation, any claim Client may have or obtain against Nanny and/or Tiny Treasures NYC, LLC as well as any claim Nanny may have against Client and/or Tiny Treasures NYC, LLC. The duty to defend, indemnify and hold harmless extends to claims for any acts, omissions or other causes that occur at any time before, during or after the time in which Nanny is referred to Client or meets Client or is employed by Client, and whether occurring within the scope of the employment or outside of the scope of employment. Nanny agrees to pay all attorneys' fees, expert fees, non-judicially recoverable costs and court costs incurred by Tiny Treasures NYC, LLC in defending itself from any action brought by Nanny or Employer against Tiny Treasures NYC, LLC and/or one another for any and all claims as stated herein.

7. **Limitation of Liability.** NANNY RELINQUISHES ALL CLAIMS FOR POSSIBLE LIABILITY OF TINY TREASURES NYC, LLC. NANNY AGREES THAT UNDER NO CIRCUMSTANCES WILL TINY TREASURES NYC, LLC BE RESPONSIBLE FOR ANY DAMAGE OR LOSS RESULTING FROM THE PLACEMENT EFFORTS, AND/OR ULTIMATE PLACEMENT OF NANNY, BY TINY TREASURES NYC, LLC UNDER THIS AGREEMENT.

#### 8. MISCELLANEOUS

**Assignment.** This Agreement shall not be assignable by Nanny without the prior written consent of Tiny Treasures NYC, LLC.

#### **Governing Law.**

This Agreement shall be construed under and in accordance with the laws of the State of New York. Any claim or action under this Agreement shall be brought before a court of competent jurisdiction located in the City of New York, State of New York.

**Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

**Severability.** If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision has never been contained in it.

**Entire Agreement.** This Agreement constitutes the sole and only understandings or written or oral agreements between the parties and supersedes any prior understandings or written agreements between the parties respecting the subject matter of this Agreement. The Preamble is specifically incorporated and a part of, this Agreement.

Tiny Treasures NYC, LLC

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Nanny:

Signature:

Print Name:

Date:

Tiny Treasures NYC is acting as a referral agent to select and refer families for you to consider as an employee in their home. You are under no obligation to accept a referral to or a job offer from anyone we refer to you. All agreements regarding your job are between you and your employer. By signing this Agreement, you agree to the following conditions for working with our agency. Please initial by each of the 12 statements.

- \_\_\_ 1. TRUE AND COMPLETE INFORMATION. I certify that the information I provide on the agency’s caregiver application and personal profile is true and complete in all respects.
- \_\_\_ 2. IDENTIFICATION. I certify that my identification is genuine.
- \_\_\_ 3. TIME COMMITMENT. I understand that Tiny Treasures NYC expects me to make a commitment to work for an employer for a period of 1 year \_\_\_ other (please specify) \_\_\_\_\_
- \_\_\_ 4. FREE SERVICE. I understand that I am not required to pay a fee of any kind for the referral services of Tiny Treasures NYC . I understand that the agency’s referral fee is the obligation of my employer. Under no condition will I begin working for an employer unless I have been authorized to do so by the agency.
- \_\_\_ 5. NOTIFICATION REQUIREMENTS. I agree to notify Tiny Treasures NYC promptly of each contact with a prospective employer to whom I have been referred, including my acceptance of a position. If any prospective employer to whom I have been referred by Tiny Treasures NYC contacts me or offers me a job within 12 months of the referral, I will promptly notify Tiny Treasures NYC.
- \_\_\_ 6. CONFIDENTIALITY. I agree to hold in confidence all information given to me about prospective employers. In the event that I am hired, I will at all times maintain confidentiality regarding the affairs and concerns of the household and its members and respect the family’s right to privacy.
- \_\_\_ 7. WORK AGREEMENT. I agree to sign a written work agreement with my employer, which outlines the terms of my employment and provide Tiny Treasures NYC with a copy of the agreement.
- \_\_\_ 8. AUTHORIZATION TO VERIFY INFORMATION. I understand that Tiny Treasures NYC and my employer will rely on information which I provide on my caregiver application provided by the company and other records and/or statements which I may provide. I give permission to Tiny Treasures NYC and any prospective employer to verify and use the information for employment purpose which I provide during an interview or in writing. I understand that Tiny Treasures NYC may cancel its agreement to assist me in finding employment and/or that my employer may dismiss me immediately if any part of the information is not true.
- \_\_\_ 9. TRUSTLINE. If I accept a position through Tiny Treasures NYC I agree to apply to be registered with Trustline as required by California State law. I also agree to provide Tiny Treasures NYC with a copy of my fingerprints as required by the Department of Justice.
- \_\_\_ 10. OBLIGATIONS OF THE AGENCY. I understand that nothing in this agreement is intended to guarantee that Tiny Treasures NYC will find me a suitable position. If I accept a position as a result of a referral from Tiny Treasures NYC and the job is unsuccessful, I understand that the agency is not required to assist me in finding another job or to reimburse me for any expenses I may incur should I voluntarily or involuntarily leave my job.
- \_\_\_ 11. WAIVER OF LIABILITY. I hereby release and discharge the company’s employees, officers, and directors from all liability or responsibility for any damage or loss arising out of my employment as a result of a referral from Tiny Treasures NYC, including any acts of commission or omission on my part or the part of the employer family. By signing this Agreement, I indemnify Tiny Treasures NYC for and from all claims, including attorney fees and court costs, made by any person when such claim arises out of my employment by an individual to whom I have been referred by Tiny Treasures NYC.
- \_\_\_ 12. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the 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.

Applicant \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Tiny Treasures NYC, LLC  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_