

# 808Nanny Childcare Agreement

## Our Terms and Conditions

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, as the party contracting for a fee to receive the services described herein, shall be sometimes referred to herein as “Client” and 808Nanny LLC, a Hawai’i Limited Liability Company as the party providing the nanny and/or babysitter placement and booking service, shall be sometimes referred to herein as “808Nanny”.

1) Hourly rates for both a Nanny and a Babysitter are as follows [such rates have been approved and agreed to by each Nanny and Babysitter]:

- 1 child            \$18 per hour
- 2 children        \$20 per hour
- 3 children        \$23 per hour
- 4 children        \$27 per hour
- 5+ children      Call for a quote.

These rates are non-negotiable. Rates are subject to change by agreement of both 808Nanny and Nanny or Babysitter.

As used herein the term Nanny or Nannies shall be defined *as someone who has been matched with, placed with, and employed by a family and fully invested in their children’s development and well-being. 808Nanny will exercise its best effort to match the Nanny candidate(s) with the Client.*

As used herein the term Babysitter or Babysitters shall be defined *as someone who serves as an independent contractor on a per diem basis for a family and provides supervisory, custodial care for their children. A Babysitter may also be referred to as a “sitter.”*

2) A one-time “Nanny Placement Fee” (NPF) of \$995 is to be paid within 24 hours after the initial 3-Hour Pilot Childcare Session subject to Client approving the Nanny candidate.

- One 3-Hour Pilot Childcare Session will be required in the beginning as part of the Nanny Matching Process and does not apply to Babysitters. Normal hourly rates apply. Please note, the NPF applies to both hiring a part-time [less than 30 hours per week] or full-time [30 or more hours per week] Nanny. The purpose of the 3-Hour Pilot Childcare Session is to permit the Nanny candidate, the Client, and the child(ren) to interact/interview each other and determine whether they are an appropriate fit for each other.

The Client must pay the per-month “Babysitting Membership Fee” (BMF) of \$60 before the first session of that Month [a “Month” is defined as 30 days increments and is not necessarily a calendar month]. The per-month BMF is for 30 days of Babysitter bookings without service fees from the time of payment (the monthly BMF is paid directly to 808Nanny and is in addition to the hourly rates paid to the selected Babysitter(s)).

3) 808Nanny may cancel a babysitting session if the scheduled Babysitter becomes unavailable due to special circumstances such as sickness or injury. In such a case, 808Nanny will make reasonable efforts to provide a substitute Babysitter for the session time.

- 4) The NPF is non-refundable. In the event of any personal or non-compatibility issues, 808Nanny can only replace the Nanny for up to 60 days from the time of the initial agreement.
  - 5) The BMF is refundable if the first session for that Month is canceled more than 3 hours in advance. If 808Nanny receives a booking cancellation within 3 hours of the Babysitter commencing, then a minimum of 3 hours babysitting time equivalent to 808Nanny's listed babysitting fees for the number of children will still need to be paid to Babysitter. In the event of any personal or non-compatibility issues, 808Nanny will only replace the Babysitter should that be requested.
  - 6) By hiring 808Nanny to provide a Nanny or Babysitter, the Client agrees to pay all fees including the NPF or BMF and the Nanny or Babysitter hourly rate based on the schedule of fees set out on the 808Nanny website [<https://808nanny.com>] as the same may be amended from time to time. In the event that the schedule of fees reflected in Paragraph 1) on page one of this Agreement differ from the schedule of fees reflected on the 808Nanny website, the hourly fees reflected on said website shall govern.
  - 7) 808Nanny is a placement and booking agency only. 808Nanny will not be liable for any loss, damage or expense irrespective of how it may occur.
  - 8) Client will pay the Babysitter directly upon completion of their work by whatever form of payment agreed upon between Client and the Babysitter.
  - 9) Bookings have a three-hour minimum for Nannies and Babysitters. The full 3 hours must be paid regardless if all the time was used or not. The latest start time for a Nanny or Babysitter to commence the booking is 9:00 p.m. local time. Any requested later start time will be charged from 9:00 p.m. regardless of actual specified start time.
  - 10) All Nannies and Babysitters will undergo a thorough background investigation as part of a Comprehensive Screening which includes a national background check, fingerprinting with an associated FBI Identity History Summary check, motor vehicle background check, First Aid/CPR/AED certification verification, education verification, and reference check. A Client shall be solely responsible to verify to its satisfaction the background of the candidate for Nanny or Babysitter including verifying all information obtained by 808Nanny as mentioned herein including, but not limited to this paragraph as well as Paragraphs 1, 1.1, 1.2 and 2.2 hereinafter.
  - 11) Introduction of Nannies and Babysitters to a Client is confidential. A Client requiring further bookings, or any third-party referrals must deal solely and directly through 808Nanny.
  - 12) If the Babysitter is requested by Client to provide personal or third-party transportation services at their own expense, then all associated transportation costs must be reimbursed by whatever form of payment agreed upon between Client and the Babysitter. Personal vehicular maintenance reimbursement will not be required.
  - 13) If the location at which the child(ren) is/are to be cared for does not have free parking available on-site, nearby, or within a reasonable walking distance, then all parking related fees and expenses must be reimbursed to the Babysitter.
  - 14) 808Nanny offers Kama'āina and Military Discounts of 10% off the BMF and NPF and BMF, respectively. Said 10% discounts do not apply to the separate hourly rates charged by the Nanny or Babysitter.
  - 15) Payment methods for the NPF or BMF include cash, check, credit card, PayPal, Square, Stripe, Apple Pay, and Google Pay.
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# **Additional Terms and Conditions**

## **1. Description of Services Provided**

808Nanny is a placement and booking agency whose focus and objective is to assist Clients in hiring a Nanny by recruiting, screening and presenting candidates to be interviewed & potentially hired for a Nanny position by the Client as well as providing Babysitter booking services. The responsibility of the Client is to determine whether a candidate is appropriately qualified through their interview process and close scrutiny & understand they are the employer before deciding to hire any Nanny.

808Nanny will provide the following services (collectively, the "Services"): 808Nanny provides candidates to Clients to hire as a Nanny and readily available Babysitter booking services. Nannies and Babysitters have been interviewed and screened through 808Nanny. 808Nanny will present available Nanny candidates to the Client for their review and interview.

808Nanny provides services for Nanny placements and per diem babysitting services.

808Nanny may provide possible replacement candidates.

Upon request, 808Nanny will provide to the Client any reference sheets, background reports and other screening methods used by 808Nanny to screen the candidate. 808Nanny may provide a personal work agreement that will include the terms between the Client and the Nanny they hire once the payment for services is received, which agreement the parties are free to alter, use in part or not use at all. 808Nanny makes no representation or warranty as to said personal work agreement and provides the same only for the convenience of the parties as a beginning point in their discussions. 808Nanny may also in its sole discretion provide continued verbal support through the duration of the placement. Each party is encouraged to obtain the services of a duly licensed attorney to assist them in the finalization of any agreement between them.

### **1.1 Background Screening**

808Nanny has a reputable company run a background report that includes but is not limited to a national background check, motor vehicle background check, and fingerprinting with an associated FBI Identity History Summary check. 808Nanny will call three references provided by the Nanny or Babysitter and obtain a letter of recommendation from the candidate. 808Nanny also requires the Nanny or Babysitter to be First Aid, CPR, and AED certified for infant, child, and adult. 808Nanny also requires the Nanny or Babysitter to have at least three years of childcare experience. Client understands that 808Nanny has conducted a reasonable verification as to the Nanny or Babysitter's references and qualifications but must act within the confines of Federal and State laws & screen candidates within the boundaries of the law. 808Nanny is not responsible for missing or inaccurate information provided by the candidate or candidate's references that is not verifiable under the above screening methods. Client is urged to speak to each Nanny about any medical conditions or any medications the Nanny is taking. 808Nanny is not the employer and does not have access to any candidate's medical history, information or ongoing care under a Doctor.

### **1.2 Duties of Client**

Client shall review the profiles of candidates presented by 808Nanny to determine if they wish to interview any candidate. Client must decide to interview potential candidates which Client believes to meet the need specified by Client. Client agrees to screen candidate(s) for any criteria in addition to 808Nanny screening methods. Client shall be responsible to verify the references,

qualifications, and any other factors Client deems necessary prior to extending a job offer to the candidate [including, but not limited to the screening results performed by 808Nanny]. The final decision to hire any particular candidate, the terms and conditions of the employment of Nanny or Babysitter, except as may otherwise be provided for herein, and all risks associated with such decisions shall rest solely with Client.

### **1.3 Sharing Information**

Client agrees not to share any candidate information belonging to 808Nanny with any non- 808Nanny Client. In the event a current 808Nanny Client presents candidate information to a non-808Nanny Client and it results in a non 808Nanny Client hiring an 808Nanny Nanny or Babysitter candidate, 808Nanny will have the right under the terms of this Agreement to charge the current 808Nanny Client the sum of \$995. If a Client hires any 808Nanny Nanny without notifying 808Nanny of the job offer/job acceptance, then under the terms of this Agreement, the Client will be charged a \$995 NPF plus a service charge up to the same amount. These charges may be charged to the credit card used to pay the NPF. Client agrees to notify 808Nanny in writing in advance if they wish to hire a Nanny and will not do so without the knowledge of 808Nanny.

## **2. Payment for Services**

Upon hiring a Nanny or Babysitter from 808Nanny the monetary payment for the services completed by 808Nanny is a non-refundable NPF of \$995.00 or BMF of \$60.00 [BMF due as per paragraph 2) on page 1 hereinabove], as applicable, and said fee is due within twenty-four (24) hours of the Nanny accepting the job. Client understands & agrees once they pay the fee that 808Nanny has done what Client hired 808Nanny to do; which is to find the Client a Nanny or Babysitter to hire. A replacement Nanny may be requested by qualified Clients for no additional service fee personal conflict or incompatibility issues during the booking. There is a 60-day Nanny replacement offer at no additional cost to qualified Clients.

### **2.1 Replacement Offer**

Terms of the complementary replacement offer. A replacement Nanny may be requested by qualified Clients for no additional service fee up to the 60th day of the prior Nanny's start date. If a Client wishes to replace their Nanny within the first 60 days, they must send a written request to 808Nanny with their intent. 808Nanny will make the best effort to provide replacement candidates to the Client after the receipt of the written notice. Client understands and agrees that while 808Nanny will make their best effort to provide candidates to the Client, 808Nanny cannot guarantee that at the time of the replacement request that the Nannies available will be acceptable to the Client. The Client may take up to 3 months or at least 10 Nanny profiles before 808Nanny may decide, in its discretion, that it may not be possible to find a suitable replacement. If the Client would like to extend their search, they must inform 808Nanny in writing and 808Nanny and the Client will mutually agree upon the extension of time for the Nanny search and any other criteria.

### **2.2 Satisfaction/Fees**

Client understands this is a one-time non-refundable fee. Client accepts all risks associated with hiring Nanny. Once Client makes the payment for services they have agreed that 808Nanny has completed 808Nanny's services provided for herein to Client's satisfaction. The compensation for services provided shall be payable in a lump sum payment and is due within 24 hours of Nanny accepting the Client's job offer. At the time of payment Client agrees that 808Nanny has screened the Nanny to the complete satisfaction of the Client. Client understands that they can request at any time any documentation that 808Nanny used to screen the Nanny, including reference

sheets, copies of background reports, driving records and reference letters that 808Nanny has obtained concerning the candidate. Client understands that Nanny may not start employment until all fees have been paid. Client understands that any decision made by a Nanny after accepting employment by Client is not the responsibility of 808Nanny. Client takes full responsibility for their employee.

### **3. Agreement Termination**

This Agreement shall terminate automatically one year from the signed date unless either Client or 808Nanny provides the other 30-days advance written notice to terminate for cause. If Client wishes to extend this Agreement by hiring another Nanny immediately after the end of the then existing one-year term, then the terms of this Agreement will automatically extend for another year subject to the 30-days written notice to terminate for cause provision. Client acknowledges and agrees that for one year following Client's termination of the Agreement, Client may not hire any of 808Nanny's Nanny candidates previously submitted to Client during the term of the Agreement, or in the alternative, Client agrees to pay 808Nanny the then-current NPF at the time Client hires the Nanny. Client does not have to pay the 808Nanny then current NPF if upon extension of the term of this Agreement, Client does not hire another Nanny but retains the same Nanny as was hired under the existing term of this Agreement. If, however, Client hires another Nanny during the term of the extended Agreement, the then current NPF shall apply and be paid by Client.

### **4. Relationship of Parties**

It is understood by the parties that 808Nanny is a placement and booking agency providing a service to the Client, and not an employee of the Client. Client understands that 808Nanny does not employ the Nannies, but that the Client is the employer of the Nanny and agrees to not hold 808Nanny responsible for any damages or occurrences caused by the Nanny. Furthermore, Client is responsible for any and all taxes, reporting and withholding requirements, overtime pay, insurance or other charges, fees, or expenses associated with hiring the Nanny as an employee and is responsible for ensuring compliance with any applicable local, state or federal laws.

### **5. Photographs**

Any pictures obtained by 808Nanny will stay in the possession of 808Nanny. It is understood that 808Nanny will use photographs sent in by the Client for the sole purpose of assisting the Client in finding a Nanny or Babysitter.

### **6. Confidentiality**

The parties hereto may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the other party. Confidential Information shall mean all non-public information. Each party will protect and treat the Confidential Information of the other party as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

### **7. No Conflicts**

808Nanny hereby represents and warrants to Client that its execution and performance of this Agreement does not and will not breach any other agreement and does not require the consent of any other person or entity. 808Nanny Nannies and Babysitters in relation to 808Nanny, act as independent contractors.

### **8. Entire Agreement**

This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall

be deemed to be superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

**9. Waiver of Breach**

The waiver by either party of a breach, default, delay or omission of any of the provisions of the Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**10. Provisions**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11. Applicable Law**

This Agreement shall be governed by the laws of the State of Hawai'i. Any disputes between the parties regarding the matters herein shall be filed and heard exclusively in the First Circuit Court, State of Hawai'i. All parties hereto consent to the personal and subject matter jurisdiction of said court and that the laws of the state of Hawai'i shall apply to any dispute herein.

**12. Mediation/Arbitration**

Any and all claims, controversies or disputes arising out of or relating to this Agreement, or the breach thereof, which remain unresolved after direct negotiations between the parties, shall first be submitted to confidential Mediation in accordance with the Rules, Procedures, and Protocols for Mediation of Disputes of **Dispute Prevention & Resolution, Inc.**, then in effect. If any issues, claims or disputes remain unresolved after mediation concludes, the parties agree to submit any such issues to binding arbitration before one arbitrator in accordance with the Rules, Procedures, and Protocols for Arbitration of Disputes of **Dispute Prevention & Resolution, Inc.**, then in effect. The parties further agree that the award of the arbitrator is binding upon the parties and that judgment upon the award rendered may be entered in any court of competent jurisdiction.

**13. Attorney's Fees and Costs**

If any proceeding is brought by one party against the other to enforce or for breach of, any of the provisions of this Agreement, the prevailing party shall be entitled in such proceeding to recover reasonable attorney's fees together with the costs of such proceedings therein incurred.

**CLIENT:**

**808NANNY LLC:**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Title: \_\_\_\_\_