

THE
NANNY
AGENCY



GUIDE TO

AGENCY AND CLIENT
CONTRACTS

OCTOBER 2019

WHAT SHOULD BE INCLUDED



FEE
SCHEDULE



TRIAL
PERIODS



NON-
DISCLOSURE



REFUNDS



LIMITATION OF
LIABILITY



RELEASE AND
INDEMNITY



FEE SCHEDULE

Preparing a clear outline of your fees and the process of payment.

One of the most important parts of creating a contract is being honest and upfront about your agency's fee schedule. This includes your application fee, placement fee, and any other referral fees your agency may require.

When including your fee schedule, it's encouraged to break each item into separate clauses so that your client can understand and distinguish what each fee is for.

APPLICATION FEE:

Here you will detail what your application fee is, when it is due, if it is refundable, and whether or not it will be issued towards the final placement fee

PLACEMENT FEE:

Here you will detail your placement fee, whether it is a percentage or set amount, when it is due, and whether or not it is refundable.

TRIAL FEE:

If your agency does not offer free trials, you would list the amount due, when it is due, and the length of a trial here.

LATE FEE:

Here you will issue what your late fee is and when it would be issued.

TRIAL PERIODS

PREPARING A CLIENT FOR A TRIAL PERIOD
AND HOW TO APPROPRIATELY WORD IT.



WHY INCLUDE A TRIAL PERIOD

It's important to allow both the family and nanny to have a short period in which they can determine if the placement would be a right fit for them. During this trial period, a nanny will be able to determine whether her parenting style lines up with the family and whether or not she feels it would be a great long term fit.

A family will be able to use this period to determine whether or not their children can adapt appropriately to the nanny, and whether or not she can follow their rules and parenting methods.

HOW LONG SHOULD IT BE?

A safe bet is a minimum of two days and a maximum of two weeks.

DETERMINING IF IT'S INCLUDED OR EXTRA

A majority of agencies include a trial period with the placement fee, but others choose to charge a daily rate to ensure that the trial period stays a certain amount of days.

NON-DISCLOSURE

What is a non-disclosure and why it's important to include in your contract.

THE OFFICIAL DEFINITION OF NON-DISCLOSURE:

A portion of a contract in which the parties involved agree to not disclose information covered by the agreement. A NDA creates a confidential relationship between the parties, typically to protect any type of confidential and proprietary information or trade secrets. As such, an NDA protects non-public information.

Including a non-disclosure in your contract not only protects your agency, but it also protects the nannies within your agency. Utilizing the NDA ensures that all information being sent to the client stays between the client and your agency.

EXAMPLE OF A NON-DISCLOSURE:

All data provided to and/or gathered by the AGENCY in the investigation of the CLIENT(s) is confidential and will be held in strict confidence by the AGENCY and its employees. CLIENT(s) agrees to keep all information provided by the AGENCY confidential and will continue to keep that confidentiality at all times. At the expiration of this Agreement, or the expiration of the referral services rendered by the AGENCY, for any reason, all information and material of a personal or private nature acquired from CLIENT(s), directly or indirectly, shall be promptly returned by the AGENCY to the CLIENT(s) upon written request. Upon request by the AGENCY, CLIENT(s) will return all information provided by the AGENCY relating to all NANNIES that were referred to CLIENT(s).



REFUNDS

Determining your agency's refund policy



No matter what business you own, the chances of a customer requesting a refund are high. Determining whether you give your client's a full or partial refund can be a tricky process. In order to decide what's best for your agency, it's suggested to determine different reasons as to why a refund would be given. Ultimately, it is up the agency as to whether or not they want to enforce a strict refund policy with their placements.

EXAMPLES WHY A REFUND COULD BE GIVEN:

- A nanny quit without notice early on within employment
- A loss occurred in the family or with the nanny
- A replacement could not be found within the replacement period
- Failure to fulfill the agency's end of the contract

LIMITATION OF LIABILITY

Why it's important and a must have in your contracts.

WHAT IS IT?

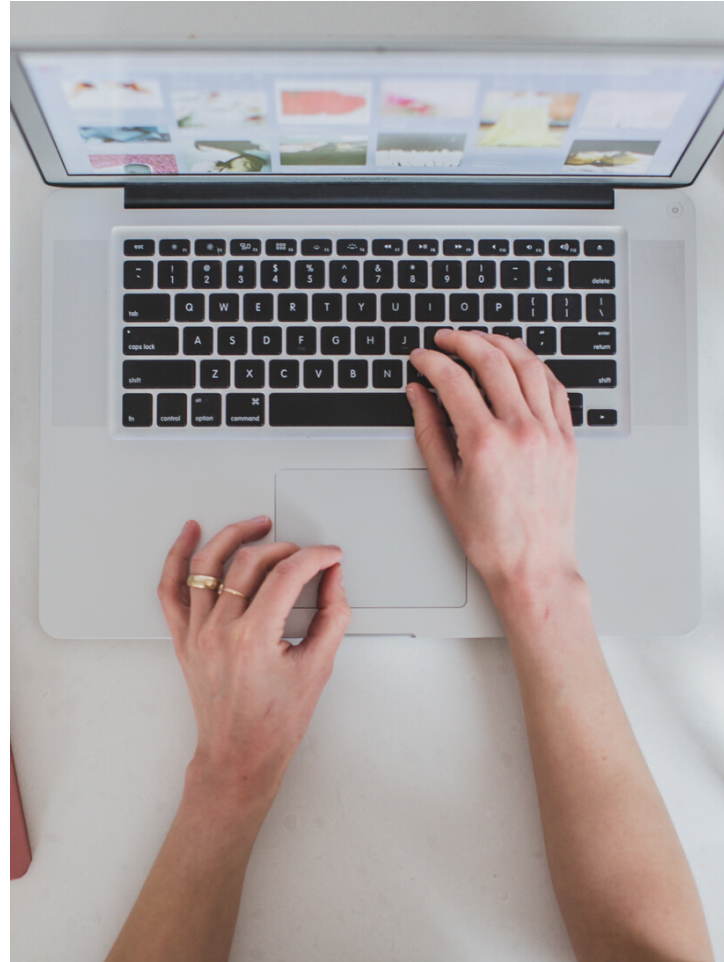
It is a provision in a contract that limits the amount of exposure a company faces in the event a lawsuit is filed or another claim is made. The limitation of liability clause can cap the amount of potential damages to which a company is exposed.

WHY IS IT IMPORTANT?

It limits the amount and types of compensation one party can recover from the other party. It will cap the liability incurred by one party, and reduces the risk of claim by the other party.

HOW TO INCLUDE IT

There are multiple ways in which you can include this clause. Below are two examples from two agencies who have offered their expertise on their limitation of liability clauses:



- Assuming the AGENCY has not withheld important, relevant information and has not falsified information presented to the CLIENT(s), the CLIENT(s) agrees to release and discharge the AGENCY from any claims for damages or losses that might result from the employment of a person referred by the AGENCY.
- Client hereby agrees that AGENCY's liability CLIENT(s) for any and all claims, losses, expenses, or damages, including attorneys' fees and costs, arising out of or related to this agreement shall not exceed the total sum paid to the AGENCY's during the term of this agreement. Neither party will be liable for any special, consequential, or incidental damages suffered or sustained by the other, whether arising under contract, tort, or any other theory.

RELEASE AND INDEMNITY

Protecting your agency long after a placement.



WHAT DOES IT MEAN?

This portion of the contract simply means that it will release a party from certain liabilities. Releases are used to transfer risk from one party to another and protect against the released party or reimburse the released party for damage, injury, or loss. Since the agency is not an employer of the nanny, it is smart to put this in your contract in case something were to occur while the nanny were on duty, such as: a toilet gets broken, a vehicle gets dented, or more serious injuries and damages occur between the nanny and client.

HOW TO INCLUDE IT

This clause typically goes towards the end of a contract. Here is a sample:

CLIENT(s) agrees to indemnify and hold the AGENCY harmless from and against any and all suits, actions, losses, damages, claims or liability of any character, type or description, including without limitation, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, alleged by the CLIENT(s), the NANNY, the CLIENT(s) family or any third party, including any acts of omission or commission of the part of the NANNY, CLIENT(s), or CLIENT(s) family, and including claims and damages arising in whole or in part from the negligence of the AGENCY.

US NANNY ASSOCIATION



ABOUT USNA

USNA is made up of volunteers who are committed to providing resources and knowledge to professional in the industry.

The US Nanny Association strives to advance nanny skills and elevate the profession of childcare with resources, events, partnerships, professional development, networking opportunities, and nationally recognized standards and credentials.

GET INVOLVED

Interested in volunteering your time with USNA? Email us at info@usnanny.org to discuss how you can partner with us to support our efforts at providing resources and knowledge to industry professionals!

DISCOVER MORE

If you have any questions or concerns about USNA, please contact us by email at info@usnanny.org

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