

AGREEMENT

Definitions: **Families Help Line**, also referred to as **Agent**, is a **Nanny & In-home Help Referral Service**, serving the Washington, DC Metro area since 1997 with their place of business being located in Upper Marlboro, Maryland. A **Client**, also referred to as a **potential employer to the Applicant**, refers to a person who has contracted Families Help Line in helping him or her locate a nanny or other in-home worker for interviewing/hiring purposes. An **Applicant** is referred to a person who is registered with Families Help Line and is considered to be a viable candidate or referral for interviewing/hiring purposes by Families Help Line's Client.

This Agreement is made this day, _____,
Between Families Help Line (or Agent) and _____,
Applicant. Families Help Line and Applicant agree from here on to abide by all terms and conditions stated in this document.

Agreement Statement: This is a legal Agreement between Applicant and Families Help Line. The Applicant agrees, by clicking the **SUBMIT** button found on Families Help Line online **EMPLOYMENT APPLICATION**, it shows his or her willingness of acceptance regarding the application and this Agreement so, therefore, may be used in place of having Applicant's written signature on the application and this document. However, prior to sending the Applicant on job interviews it is required the Applicant sign and date this Agreement then send to Families Help Line by either fax or mail. Also, by the Applicant submitting the online EMPLOYMENT APPLICATION to Families Help Line, he or she certifies that he or she has read and agrees to all statements, terms and conditions presented in the online application and in this Agreement, and affirms to be 21 years of age or older.

Terms and Conditions

Purpose of Agreement: The Applicant has given approval to Families Help Line or Agent to help him or her secure employment with their client. The Applicant agrees, Families Help Line makes no claim or guarantee of any kind, being now or at any future time, that they will be able to find him or her employment since the interviewing/hiring and firing process is left at the sole discretion of their client.

Agent Fees: The Applicant agrees that there are no fees charged for Families Help Line in helping him or her secure employment. The exception would be, the Applicant fails to disclose to Families Help Line that he or she is engaged in employment with their client. If this occurs, it would cause a breach of contract and, therefore, would result in Families Help Line bringing legal action against the Applicant to pay them monetary damages being no more than \$350.00.

Confidentiality Clause: Families Help Line's client contact and job-related information they share with the Applicant is to be kept confidential and its contents must not be disclosed to any persons (i.e., a family member, a friend, a neighbor, a co-worker, a copartner as in a nanny-share or any other third party) or business entities without first having Families Help Line's approval. Furthermore, any act of breach of contract would result in Families Help Line bringing legal action against the Applicant. In the event, the courts determine it is the Applicant who is found at fault in this matter, then the prevailing party being Families Help Line would be reimbursed by the Applicant for all court costs and reasonable attorney fees.

Clarifying Agent's Role/Scope of Their Responsibility: The Applicant agrees Families Help Line or Agent's role in this agreement is acting as a nanny or other in-home worker referral" service so, therefore, by affirming that they do not affirm now, or at any future time, to assume the role of a nanny or in-home help placement, staffing and/or an employment agency, an employer or a co-employer under all conditions. It is clearly understood by the Applicant that Families Help Line's role in this Agreement is to introduce or refer him or her to their client for interviewing and hiring purposes.

Scope of Applicant's Responsibility/Release of Liability:

Prior to starting employment with Families Help Line's client, the Applicant agrees to notify them of the hire and will provide them with the name of the person whose offering employment along with the start date when employment is to occur.

The Applicant agrees to give his or her employer a 24-hour advanced notice if unable to show for work due to a illness or emergency, and should he or she end employment, will give the employer and Families Help Line a one-week verbal termination notice.

The Applicant affirms that Families Help Line's client (or his or her employer) may, or may not use a nanny cam or other similar form of videotaping/recording device to watch him or her while caring for children/elder people and/or performing housecleaning duties in a private home setting. Therefore, Families Help Line has no way of knowing which of their clients may be using such surveillance as mentioned so, therefore, the Applicant releases Agent of any liability in this area. Also, the Applicant agrees he or she assumes all risks when being interviewed or employed by Families Help Line's client and, therefore, hold Families Help Line harmless against all claims, and releases them of any liabilities that may arise now, or at any future time, involving him or her and Families Help Line and their client, beginning with the job interview, and if hired, extends throughout the term of employment.

The Applicant agrees that all employment-related disputes between him and her and the employer must be resolved without involving Families Help Line in the dispute resolution process.

The Applicant agrees that Families Help Line is not responsible at anytime for paying his or her wages or severance pay, withholding or paying any portion of state, federal, FICA tax from my salary, obtaining/paying any portion of workers compensation while on the job, paying any portion of employee-related benefits/travel-related expenses or any other expenses related to interviewing or employing purposes. All questions aimed at employment law should be directed to persons who specialize in this area.

Once hired, Families Help Line's client will ask to see the Applicant's valid Social Security ID card, a valid driver's license (if applicable) and if a non U.S. Citizen, a valid legal work document being either a Resident Card or Worker Permit. If the Applicant fails to show these documents when requested by the employer, then any offer of employment will be cancelled.

Prior to engaging in a nanny-share situation with Families Help Line's client and a third party (a second family in a nanny-share), it is the Applicant's responsibility to refrain from starting this type of agreement until the third party registers with Families Help Line and pays them a finder's fee in the amount of \$350.00. Failure on the Applicant's part to uphold this provision of the Agreement may end up to where he or she pays Families Help Line the full amount of the \$350 finder's fee. The final decision as to payment in this matter is being left at Families Help Line's discretion.

The Applicant gives permission to Families Help line and/or their client, and any pre-employment background reporting company to check his or her work references, criminal background record, driving record history (if applicable) and any other investigations that may be deemed necessary for employment.

The Applicant, do hereby authorize release and forever discharge each prospective employer or current employer, past employers, police, Motor Vehicle Departments, educational institutions, Families Help Line and/or their client, any pre-employment background screening reporting company (and/or their representatives, trained court researchers) working with Families Help Line and/or their client from all liability that may arise now or in any future time, relating to an Applicant's driving report and partial or complete pre-employment background review.

The Applicant specifically request that all persons, prospective employers, employers, business entities and governmental agencies and their representatives who are involved in his or her driving report and partial or complete pre-employment background review to fully cooperate with this investigation. If employed, the Applicant further authorize periodic checks of all references and other sources mentioned above as deemed necessary by Families Help Line and/or their client.

The Applicant agrees, upon being hired by Families Help Line's client, he or she will provide Families Help Line with i) his or her date of birth, ii) a valid Social Security ID number, iii) a valid driver's license (if applicable) and if a non U.S. Citizen, iv) a valid Resident Card or Worker's Permit card ID numbers with the person's name, country of origin and expiration date shown on these documents. When needed, this information will be asked of the Applicant via telephone by Families Help Line.

I, (the Applicant), agree to abide all statements, policies, terms and conditions stated in this agreement. This agreement contains the entire understanding between the Applicant and Families Help Line and may not be changed or modified except in writing and signed by both parties. The laws of the State of Maryland will govern all questions concerning the interpretation and application of this agreement. In addition, prior to sending this document to Families Help Line, the Applicant is to keep a copy of the Agreement for his or her record.

Applicant Signature _____ Date _____

Print Applicant's full name: _____

Families Help Line Signature _____ Date _____

Families Help Line, A Nanny & Housekeeper Referral Service
Serving the Washington, DC Metro area
Office Tele. 301-868-4420 - Fax Line: 301-534-6521

Return to Families Help Line's website:
<http://familieshelpline.tripod.com/Newap.html>