



## PERSONNEL SERVICES AGREEMENT

This Personnel Services Agreement ("Agreement") is made and entered into between Dallas Mom to Mom Domestic Agency, L.L.C. (Agency) and \_\_\_\_\_ (Client).

In consideration of the mutual promises and agreements set forth in this Agreement, Agency and Client agree as follows:

### I. Employment Terms

**1. Purpose.** Client hereby engages Agency to find a compatible Candidate for Client. "Candidate" for purposes of this Agreement is a person that Agency provides to Client to live with and/or work, providing child care and other domestic services, on a temporary or permanent, full-time or part-time basis for Client. Part-time shall mean working less than 30 hours per week.

**2. Client Preference Application.** For permanent services, In order to find a compatible Candidate for Client, Agency shall provide a Client Preference Application ("Application") to best assess candidates for Client's needs. Client shall complete the Application and submit same with this signed Agreement. Client shall pay Agency a \$100.00 non-refundable fee ("Application Fee") to register with Agency and process the Application. This fee will be applied to Client's total balance when a permanent placement has been made with Agency. For temporary services, Agency shall provide a Client Preference Application ("Application"). Client shall complete the Application and submit same with this signed Agreement. Client shall pay Agency a \$100.00 non-refundable fee ("Application Fee") to register with Agency and process the Application. If Agency has referred a Candidate and Client has paid a Permanent Referral Fee, Agency will waive the annual Application Fee for that calendar year.

**3. Provisional Services.** Before Client permanently hires any Candidate that Agency refers, Client shall have the option to provisionally test Candidate for compatibility with Client. "Provisional Services" rendered by Candidate during the testing period are commenced by notification to Agency stating that Agency's referred Candidate is being used for a specified number of days, not to exceed five (5) days ("Provisional Period"). Upon the sixth day of Provisional Services, Candidate ceases to be provisional and becomes employed by Client, and Client shall pay Referral Fee to Agency (see Paragraph 5, below). If Candidate is employed at any time within two years after the completion of the Provisional Period, Client shall pay Referral Fee to Agency, unless such Candidate is employed pursuant to the Replacement Policy set forth in Paragraph 8 below.

**4. Payment of Candidate During Provisional Period.** Client shall pay Candidate during the Provisional Period a wage that is agreed upon by Client and Candidate. All associated taxes and any other costs are the responsibility of Client and Candidate. *Agency Fee will be waived during the Provisional Period.*

**5. Referral Fee.** If Candidate is hired by Client from Agency's referral (a "referral" is any information given to Client that results in Candidate's employment with Client) on:

A) a permanent basis (part-time or full-time), Client shall pay Agency the Referral Fee of 8% of Candidate's Gross Annual Salary\*\*, with a minimum fee of \$800 on any permanent referral.

B) a temporary basis (temporary includes hourly jobs and employment less than 6 months), the following fee schedule applies: 1). Agency referral fee is \$15.00 per day or 2). Agency referral fee is \$40.00 for overnight shifts and 24 hour care.

Additionally, Client understands there is an additional \$25.00 Rush Fee that will apply for less than 24 hours notice. Should a placement change from temporary to permanent at any time, the permanent Referral Fee will be due immediately. All Fees are subject to change by Agency. Client agrees to pay Agency the fees that are current at the time services are rendered. "Employment" commences when any of the following occurs: (1) Candidate enters into an oral or written agreement with, or begins to work for, Client (excluding any Provisional Period as set forth in Paragraph 3 above); (2) Candidate works past the five-day Provisional Period; (3) Candidate commences work for Client and no notification is given to Agency for a Provisional Period; or (4) Client decides to retain Candidate after the completion of the Provisional Period. The Referral Fee does not apply to any Candidate placed pursuant to the Replacement Policy set forth in Paragraph 8. The non-refundable Referral Fee is due on or before Employees first



day of Employment for Client after Provisional Period. Client understands that if payment has not received by (1) Candidate's first day of Employment or (2) first day past Provisional Period, Agency has the right to charge the credit card on file for Referral Fee. \*\* The percentage is based on the gross annual compensation of the candidate (includes estimated non-salary benefits and based on 52 weeks in a year)

**6. Referral Service.** Client understands that Agency is strictly a Referral Service, and that the Client is solely responsible for the selection of the Candidate. Candidate is an Employee of the Client, not the Agency. Client has the ultimate responsibility to verify all references and background information.

**7. Communication.** For permanent placements: Agency must be updated on communication between Client and Candidate during the interview phase, until a placement has been made and the Referral fee has been paid. For temporary placements including but not limited to: day shifts, newborn specialists, night nanny assignments and overnight shifts, ALL JOBS must be booked through our office directly. Client agrees not to make any private arrangements with Candidate to work without contacting Agency prior to each visit. Any such action would require a referral fee. This is critical for Candidate activity tracking, proper billing procedures, and most importantly Client and Candidate safety.

**8. Replacement Policy.** Should a Permanent Placement between Candidate and Client not work out for any reason within 365 days of Candidate's start date, Agency agrees to the following 'Replacement Policy': Client will receive a credit towards one search as follows:

- Within 1-60 days – Client will receive a credit towards one future search of 100 (100%) of the original fee paid
- Within 61-120 days – Client will receive a credit towards one future search of fifty percent (50%) of the original fee paid
- Within 121-365 days – Client will receive a credit towards one future search of 25 percent (25%) of the original fee paid

This Replacement Policy is the exclusive warranty that Agency represents to Client. All other warranties, whether express or implied, are waived. All credits will be valid for 90 days from the employment separation date and will be applied towards one Permanent search, whether or not that search results in a hire. Agency will make a best efforts attempt to find a suitable replacement according the Client's original job description. Agency will not be liable if a replacement Candidate described in this section can not be found. Agency does not transfer or refund credits under any circumstances. This Replacement Policy is only valid if the referral fee has been paid in full prior to Candidate's commencing employment and a written Work Agreement between Client and Candidate has been received by Agency prior to Candidate commencing employment.

**9. Payment.** For temporary placements, Client is to pay Candidate directly by check or cash at the time of service. Tips or bonuses may be paid at the option of Client. Candidate and Client are required to complete and sign the time card at the time of service, and sent back to Agency within 24 hours of the date of service. A minimum of four hours is required per call. Agency will charge Client's credit card on file at the time of service. For permanent placements, payment for Agency services can be made by check or by all major credit cards. Checks contemplated by this Agreement shall be written payable to: "Dallas Mom to Mom Domestic Agency, L.L.C." and can be mailed to Agency's business address, 100 Highland Park Village, Suite 200 Dallas, TX 75205.

**10. Cancellation Refund/Fee.** For permanent placements: If Client desires to cancel the Employment of the Candidate after an offer has already been made to Candidate and Candidate accepts, the Client shall be refunded their Referral Fee, less \$250.00 if fee was paid in full; or Client will be charged \$250.00 if Referral Fee is unpaid. Client understands this fee may be charged to credit card on file with Agency. For temporary placements: If Client desires to cancel the employment of the Candidate after confirmation by Agency has been made for the job, the Client shall be charged a \$50.00 processing fee by Agency. Client understands this fee will be charged to credit card on file with Agency. Additionally, the Client is obligated to pay either 1) the Candidate the four hour minimum day work; 2) the Candidate 25% of potential earnings for a job that was up to ten days or 3) one week severance pay if Candidate was hired for longer than ten days. *This payment to Candidate is waived if Candidate is referred to another job.*

**11. Late Payment Fee.** If payment is not received by Agency in accordance with paragraph 5 of this Agreement, Client shall be liable for an additional \$50.00 for each week any payments remain outstanding. In the event the Client defaults in it's payment of



any fees set forth in paragraphs 2,3,5,10 ,14or 15 or this paragraph, the Client agrees to pay all costs incurred by Agency in connection with it's collection of such fees, including reasonable attorney fees.

**12. Duration and Termination.** This Agreement shall become effective as of the date signed by both parties and shall continue for one year after any Candidates subject to this Agreement have ceased to be employed, either on a permanent or provisional basis, by Client. In addition, this Agreement may be terminated by either party upon breach of any of the other party's obligations herein.

## II. RELEASE OF ALL CLAIMS

**13.** CLIENT COMPLETELY COMPREHENDS AND ASSUMES ALL RISKS INVOLVED IN EMPLOYING A CANDIDATE THAT AGENCY REFERS, REGARDLESS OF WHETHER IT IS ON A PERMANENT, TEMPORARY OR FULL- OR PART-TIME BASIS. BEING FULLY COGNIZANT, AND ASSUMING ALL RISKS INVOLVED IN THE CANDIDATE SERVICES OFFERED BY AGENCY, CLIENT AGREES TO RELEASE AGENCY, ITS EMPLOYEES, AND AGENTS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS FROM ANY ACT, OMISSION, NEGLIGENCE, ANY CAUSES OF ACTION, CLAIMS, DAMAGES, DEMANDS, AND LIABILITIES, WHICH CLIENT HAS OR MAY HEREAFTER HAVE AGAINST AGENCY. IN CONSIDERATION OF OBTAINING THE AGENCY'S REFERRED CANDIDATE, CLIENT DOES HEREBY ASSUME ALL RISKS OF CLIENT'S INVOLVEMENT WITH CANDIDATE AND COVENANTS NOT TO BRING LEGAL ACTION AGAINST AGENCY FOR DAMAGES, OMISSIONS, CAUSES OF ACTION, CLAIMS, DEMANDS, AND NEGLIGENCE SHOULD CLIENT SUSTAIN ANY INJURY OR DAMAGE DUE TO CLIENT'S ASSOCIATION, USE, AND EMPLOYMENT WITH CANDIDATE THAT AGENCY REFERRED.

## III. Miscellaneous Terms

**14. Exclusive Agreement.** Client agrees that for two years upon meeting any Candidate referred by the Agency that it will not employ nor attempt to employ any Candidate referred by the Agency to the Client as a prospective Candidate without paying the required "Referral Fee" to Agency.

**15. Confidentiality Agreement.** Information concerning Agency's referrals is strictly confidential. If Client discloses to any other person information obtained through Agency, and if that Candidate obtains employment with another person as a direct or indirect result of Client's disclosure of this referral information, Client understands that Client is liable to Agency for Referral Fee, all resulting damages, and attorneys' fees and costs to enforce this confidentiality agreement.

**16. Governing Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Texas. If any legal proceeding is brought to enforce the terms hereof, venue shall lie exclusively in Dallas County, Texas

**17. Complaints.** Any complaints shall be filed at either [www.license.state.tx.us](http://www.license.state.tx.us), or call 800-803-9202 (Texas only), or 512-463-6599.

**18. Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the other provisions hereof.

**19. Attorneys' Fees.** Should either party bring a legal or equitable proceeding to enforce or interpret the terms of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.

**20. Amendment.** No modification of this Agreement shall be valid unless it is in writing and signed by both Agency and Client.

**21. No Assignment.** The rights and obligations under this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, written consent of the other party.

**22. No Waiver.** The failure of either party to this Agreement to insist upon performance of any of the terms and conditions of this Agreement, or the waiver or breach of any of the terms and conditions of this Agreement, shall not be construed as waiving and such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.



**23. Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

**24. Entire Agreement** This Agreement contains the entire understanding between Agency and Client regarding Agency's referral of Candidate Services for Client. No prior agreements, either written or oral, not contained herein shall be of any force or effect. All parties have read and understand the terms in this Agreement, and understand that breach of these terms may result in termination of this Agreement. If breach of these terms by Client results in termination of the Agreement, all prior obligations become due immediately, and Agency is still owed the Referral Fee if Client decides to employ a Candidate referred by Agency. The signatures below represent that Agency and Client mutually agree to the terms of this Agreement.

IN WITNESS WHEREOF, Agency and Client have duly executed this Agreement as of the date set forth below.

**Dallas Mom to Mom Domestic Agency, L.L.C.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Printed Name)

**Client**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Printed Name)