

Grapevine Placement Agency

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CLIENT & AGENCY AGREEMENT

I. Description of the Services

The Agency will provide the following services in conducting the search for the Client:

1. Obtain the Placement Family Application.
2. Interview the Client family and obtain the Client's Application Fee at the interview.
3. Obtain applications of prospective Candidates.
4. Set up personal interviews with the prospective Candidates.
5. Conduct background check.
6. Verify that Candidate is current and certified with Infant/Child CPR and First Aid.
7. Upon Client engaging the Candidate and the receipt of the remaining Referral fee is paid, submission of TrustLine application.

II. Client Responsibilities

1. Client is solely responsible for the decision to engage the Candidate/s.
2. Client will cooperate with the Agency in ascertaining all necessary and accurate information for the Agency to make an informed referral to Client, including the Placement Family Application.
3. Client will pay all fees and costs due to the Agency as stated below. The Client acknowledges and accepts that the Referral Fee will be due and payable immediately following oral or written acceptance of an oral or written engagement offer to the Candidate.
4. Client is solely responsible for all placement-related taxes, fees and obligations (including, but not limited to, workers' compensation insurance) related to the Client-Candidate relationship mandated by federal, state local law. The Agency cannot give any legal or tax advice and encourages Client to obtain current advice from qualified professionals and appropriate government agencies.
5. Client will accurately disclose to the Agency the length of his or her engagement agreement with the Candidate and the weekly time for which the Candidate has been engaged as defined below in Section (III) (D). Furthermore, the Client is also obligated to notify the Agency if the length or the part-time or full-time status of the said agreement changes within the first twelve (12) months of placement.
6. Client understands that the Agency is not the Client of any Candidate referred by the Agency.

III. Fees and Costs

All fees and costs must be paid to the Agency as stated below:

1. Fees for Services:

A. Long-term placement

Long-term placement is placement for a period of 12 weeks or more. Long-term placement includes both part-time and full-time Placements. Long-term placement also includes both live-in and live-out placements. The Client may elect to utilize one or more Candidates referred by the Agency. In the event the Client utilizes a Candidate, at any time, including an unspecified future date, a referral fee will be due to the Agency. The amount of the referral fee will depend upon the nature and duration of the placement arrangement. The following definitions apply:

- To begin the placement process, the Client's Application fee is \$250.00. This fee is non-refundable and is in addition to the other fees listed below.
- Permanent Full-time: 13% of estimated gross annual compensation. (\$2500 minimum)
- Permanent Part-time (30 hours/week or less): 13% of estimated gross annual compensation. (\$1800 minimum)
- Live-in Placement (Full & Part-time): 13% of gross annual compensation. (\$2000 minimum)

Gross annual compensation= weekly compensation multiplied by 52, or monthly compensation multiplied by 12.

Trail working interview. Client must agree to pay a previously agreed upon amount to any Candidate who accepts an offer of placement and agrees to work for the Client the suggested 2 to 5-day trial working interview. The Client is required to pay, at the conclusion of their trial, a previously agreed upon amount for the time a Candidate works. The Agency will

waive the Referral fee for a period up to 5 days. Any time worked by the Candidate after the 5-day trial period will be billed according to the referral fee schedule.

All referral fees, including the TrustLine fee, is due before the Candidate/s may commence placement in the Client's home. Any fees outstanding after 5 days will be subject to a late charge of \$10.00 per day retroactive back to the date when the fees first came due. The Client grants full authority to the Agency to process payment for the full amount of all fees, plus a 5% credit card fee, on the Client's credit card, details of which are included below, unless the account has been settled in full receipt of a check or other funds before this time.

B. Short-Term Placement

Short-term placement is placement for a period of less than 12 weeks. Short-term placement also includes both live-in and live-out Placements. The Client's fee for a Short-term placement is: Twenty-five Percent (30%) of gross wages (\$30 per day minimum). To begin the Short-term Placement Process, the Client's Application fee is as follows:

- 4 weeks or less: \$100.00
- 8 weeks or less: \$150.00
- 12 weeks or less: \$250.00

This fee is non-refundable and will be applied to the total Short-term Placement Fee.

Temporary Assistance Fee: \$ _____

Dates Included: Start _____/_____/_____ End _____/_____/_____

Fee includes _____ hours *only* for the period of the above dates.

If dates and hours are exceeded, an additional fee will be charged. The entire placement fee becomes non-refundable once the Candidate begins her placement. All referral fees are due before the Candidate may commence placement in the Client's home. Any fees outstanding after 5 days will be subject to a late charge of \$10.00 per day retroactive back to the date when the fees first came due. The Client grants full authority to the Agency to process payment for the full amount of all fees, plus a 5% credit card fee, on the Client's credit card, details of which are included below, unless the account has been settled in full receipt of a check or other funds before this time.

C. Term Conversion

1. If at any time the Client converts the Candidate from a Part-time Placement Candidate to a Long-term Full-time Placement Candidate, the Client will pay to the Agency the difference between the rate for Long-term Full-time Placement and the rate for Long-term Part-time Placement as provided in provision 1(A) hereof.
2. If the Client continues to employ a Short-term Candidate beyond the 12-week (short-term) period, the Client will pay to the Agency the rate as provided in provision 1(A) hereof to be determined by the status of the Candidate as either a Long-term Full-time Candidate or a Long-term Part-time Candidate.
3. The conversion, as referred to in this provision (C)(1) and (C)(2) shall be considered complete at any time a placed Candidate works in excess of 30 hours in any week (C)(1) or beyond the 12-week period (C)(2).
4. All fees for term conversion are due within 10 days of the date of conversion of the term. Any fees outstanding after 10 days will be subject to a late charge of \$10.00 per day retroactive back to the date when the fees first came due.

D. Part-time and Full-time Defined

1. Part-time is defined as a placement arrangement for 30 hours per week or less.
2. Full-time is defined as a placement arrangement greater than 30 hours per week.

2. TrustLine Fees:

Once the Client makes the decision to hire a Candidate, the Client must provide to the Agency a valid check in the amount of \$130.00 or the then-current TrustLine fee.

IV. Confidentiality

The Client agrees to keep all information about prospective Candidate confidential. Any disclosures of any information regarding a prospective Candidate which in any way contributes to the Candidate being hired by a third party will result in the Client being responsible to the Agency for all applicable fees and costs set forth under the terms of this agreement.

V. Fee Refund

The entire placement fee becomes non-refundable once the Candidate begins her placement. Should there be a separation in the placement relationship between a Candidate and the Client, for any reason within 365 days of start date, the Agency agrees to the following terms:

- Within 90 days: If the Candidate should not work out, there will not be an additional charge to begin the interviewing process over.
- Within 91 – 150 days: The Client will receive a credit towards one future search of fifty percent (50%) of the Referral fee.

- ❑ Within 150 – 365 days: The Client will receive a credit towards one future search of twenty-five percent (25%) of the Referral fee.

All credits will be valid for 90 days form the placement separation date and will be applied toward one Long Term Permanent search, whether or not that search results in a hire. The Agency does not refund or transfer Referral fees or credits under any circumstances.

VI. Disclosure Statements

A. I/We hereby certify that I/we have not knowingly withheld any information. The answers given by me/us are true and correct to the best of my/our knowledge. I/We further certify that I/we, the undersigned, have personally completed the application.

B. I/We hereby authorize Grapevine Placement Agency to thoroughly investigate my/our references and other matters related to my/our suitability for this application. I/We further authorize the references I/we have listed to disclose to Grapevine Placement Agency any and all letters, reports and other information related to my/our records, without giving me/us prior notice of such disclosure. In addition, I/we hereby release Grapevine Placement Agency and all other persons, corporations, partnerships and associations from any and all claims, demands or liabilities arising out of or in any way related to such investigation or disclosure.

C. I/We understand that nothing contained in the application, or conveyed during any interview is intended to create a contract. In addition, I/we understand and agree that if I/we employ, the/s, placement is for no definite period and may be terminated at any time, with or without prior notice, at the option of either a Grapevine Placement Agency representative or myself/ourselves. No promises or representations contrary to the foregoing are binding on the company unless made in writing and signed by the company's designated representative and myself/ourselves.

D. I/We understand that I/we am/are liable for any damages to Candidates, Grapevine Placement Agency and/or premises thereon. In any legal action brought thereof, I/we shall be liable for all costs incurred in connection with such action, including attorney's fees. Any actions commenced for any dispute arising out if this agreement shall have as its sole, proper and exclusive venue the appropriate court within Napa County, California.

E. I/We the undersigned hereby release and agree to hold harmless Grapevine Placement Agency, their agents, and affiliates from loss or damage to property or injury to any person including myself (and those whom I/we am/are parent/guardian) resulting from the use of this referral. (Not including obvious neglect or abuse).

VII. Execution:

The undersigned agree that they have fully read and understand each provision set forth in this agreement and acknowledge same by their signatures below. Credit card information is required as a guarantee of payment, regardless of payment method.

Circle Credit Card: Visa MasterCard

Name on the Credit Card: _____

Credit Card Number: _____

Expiration Date: _____ / _____ Security Code: _____ Billing Zip Code: _____

Parent/Guardian Signature Date

Parent/Guardian Signature Date