



# Monarch

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Household Staffing

## Monarch Household Staffing and Candidate Agreement

### **PURPOSE**

This agreement is entered into Between Monarch Household Staffing, LLC. (Hereinafter referred to as “the AGENCY”) and candidate, (Hereinafter referred to as "the candidate"). The purpose of this agreement is to define the terms and conditions under which the AGENCY will assist the candidate in being hired by a family (hereinafter referred to as “Family or Families”) as an in-home childcare provider.

AGENCY is a referral agency and, as such, the candidate is under no obligation to accept any position that a family using the agency may offer. The nanny shall, at all times, have the right to refuse any job offered to her or him during the referral process.

Our service is FREE for applicants. Job placement is FREE for applicants and there are zero service charges or fees to obtain employment through our agency.

AGENCY encourages the candidate to review the family’s background and to conduct any reasonable background check as the candidate may see fit.

Upon request of the candidate and the Family, AGENCY will facilitate discussions between the two concerning employment terms. These discussions may include, but are not limited to, the topics of compensation, work schedule, vacations, duties, benefits and other matters that might be contained in a work agreement between the candidate and the Family.

It is expressly understood and agreed that AGENCY is not the employer in this agreement. The candidate’s selection of a Family will be coupled with AGENCY’s assistance in helping you, the candidate, in defining your relationship with the Family.

**The candidate understands that the Family alone is responsible for their actions; that the candidate is not an employee of AGENCY and AGENCY assumes no responsibility for any act or omission of the Family either prior to or after employment with the Family has commenced.**

The candidate understands and agrees that although AGENCY has assisted the nanny in referring an Family, AGENCY cannot predict the Family's future performance or behavior and only the candidate can assess the appropriateness of the position and whether or not to accept the job or to continue to stay on the job.

The candidate also understands that she/he takes full responsibility for the decisions to accept a job and to continue to remain on that job and AGENCY's role is limited to supplying Family applicants for the candidate's consideration and performing an extremely limited background check of the Family.

AGENCY cannot be a guarantor of the honesty or reliability of the Family nor is AGENCY an agent of the Family or vice versa. Accordingly, the candidate hereby releases and agrees to hold AGENCY, its directors, officers, employees, successors, and assigns harmless from any act of nonfeasance, misfeasance, or malfeasance by an Employer Family, nor will the candidate hold AGENCY, its directors, officers, employees, successors, and assigns liable for any other claim which she/he may have.

The candidate agrees to fully indemnify and hold AGENCY, its directors, officers, employees, successors, and assigns harmless from any and all claims, demands, losses, liabilities, damages or expenses for investigations and attorney's fees arising out of or in any way related to this agreement, including any personal injury or property damage whether such liabilities, claims or demands arise out of the negligent acts of AGENCY or from some other cause.

Upon applying to AGENCY, the candidate must present Red Cross certified infant/child CPR and First Aid certification – or – receive certification.

The candidate agrees to refrain from making any private agreement with any nanny candidate or family; or from taking any action which is inconsistent with this agreement, or which has the effect of avoiding any of the candidates, or Employer-Family's obligations hereunder. Such private agreements and actions include, but are not limited to, actions which would enable a family, or any other person, to avoid payment of referral fees due to AGENCY as, for example, if the candidate gives the name of another nanny or friend of the nanny to another person who subsequently employs the nanny or the friend of the nanny. The candidate understands that if she/he makes such an agreement, or takes such action, that she/he and/or the family hiring the person may be separately and/or jointly liable for the entire AGENCY registration and referral fees.

This agreement contains the entire agreement between AGENCY and the candidate, and no statements, promises, or inducements made by either party that is not contained in this written agreement shall be valid or binding; and this contract may not be altered except in writing, signed by the parties hereon.

It is understood and agreed that if any part, term or provision of this contract is held by a court to be illegal or in conflict with any law, validity of the remaining terms of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the part, term, or provision held invalid.

This Agreement will be binding only upon the parties hereto and shall not include any third party nor shall AGENCY be a party to any agreement entered into between the candidate and the Family.

It is understood and agreed that this contract shall be governed by the laws of state of residence. It is further agreed that any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof, provided, however, that the arbitration proceedings shall be conducted within candidate state of residence.

**ADDITIONAL CONDITIONS:**

Candidate represents it is entering into this Agreement without relying upon any representation or warranty from AGENCY. AGENCY hereby disclaims, to the maximum extent enforceable by law, any and all warranties of merchantability, quality, fitness for a particular purpose, noninfringement, non-interference, data accuracy, system integration, and all warranties that may otherwise be implied. No warranties are made on the basis of trade usage, course of trade, or course of performance.

**SUCCESSORS AND ASSIGNS:**

Candidate shall not assign its rights and obligations under this Agreement without AGENCY's written consent. This Agreement shall be binding upon and inure to the benefit of any permitted successor or assign, and each party shall cause such successor or assign to expressly agree in writing to be bound by this Agreement.

**SECTION HEADINGS; COUNTERPARTS:**

The headings of paragraphs, sections and other subdivisions of this agreement are for convenient reference only. They shall not be used in any way to govern, limit, modify, construe this agreement or any part or provision thereof or otherwise be given any legal effect. This Agreement may be executed in multiple counterparts by the parties hereto. It is further agreed the signature page of any person or entity executing this Agreement may be attached to an identical counterpart of this Agreement so that there may be one counterpart containing the signature of all parties. For the purposes of this Agreement, a scanned, facsimile or other like electronic signature shall be deemed an original. The parties agree any Agreement entered into by electronic signature pursuant is intended to enforceable, as provided under applicable state law. Without limiting the foregoing, the parties agree they will not contest the validity or enforceability of an electronic signature to the Agreement and copies of any such electronic signature will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

**ENTIRE AGREEMENT:**

This Agreement contains the full and complete integrated understanding and agreement between the parties with respect to the subject matter, and supersedes all other agreements between the parties whether written or oral relating thereto. This Agreement may not be modified or amended except by

written instrument executed by both of the parties hereto. Each party agrees it has not relied upon any representation of the other party, except for any representation made by such party under the express terms of this Agreement, in entering into and undertaking the obligations imposed by this Agreement.

**LITIGATION EXPENSES:**

All costs and expenses, including, without limitation, reasonable attorneys' fees, of the prevailing party in any litigation by a party to enforce such party's rights under this Agreement shall be paid by the non-prevailing party.

**NEGATION OF PARTNERSHIP:**

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. No party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

**GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of candidate state of residence.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.