

Balia Referral Agency LLC.

Nanny/Babysitter Contract

I. PURPOSE

THIS AGREEMENT IS ENTERED INTO THIS "DAY" DAY OF "MONTH", 20 BETWEEN THE "BALIA REFERRAL AGENCY, LLC." (HEREINAFTER REFERRED TO AS "THE AGENCY") AND "NANNY/BABYSITTER" (HEREINAFTER REFERRED TO AS "THE NANNY/BABYSITTER"). THE PURPOSE OF THIS AGREEMENT IS TO DEFINE THE TERMS AND CONDITIONS UNDER WHICH THE AGENCY WILL ASSIST THE NANNY/BABYSITTER IN BEING HIRED BY A FAMILY (HEREINAFTER REFERRED TO AS "FAMILY OR FAMILIES") AS AN IN-HOME CHILDCARE PROVIDER.

1. AGENCY IS A REFERRAL AGENCY AND, AS SUCH, THE NANNY/BABYSITTER IS UNDER NO OBLIGATION TO ACCEPT ANY POSITION THAT A FAMILY USING THE AGENCY MAY OFFER. THE NANNY/BABYSITTER SHALL, AT ALL TIMES, HAVE THE RIGHT TO REFUSE ANY JOB OFFERED TO HER OR HIM DURING THE REFERRAL PROCESS.
2. JOB PLACEMENT IS FREE FOR APPLICANTS.
3. AGENCY ENCOURAGES THE NANNY/BABYSITTER TO REVIEW THE FAMILY'S BACKGROUND AND TO CONDUCT ANY REASONABLE BACKGROUND CHECK AS THE NANNY/BABYSITTER MAY SEE FIT.
4. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT AGENCY IS NOT THE EMPLOYER IN THIS AGREEMENT. THE NANNY/BABYSITTER'S SELECTION OF A FAMILY WILL BE COUPLED WITH AGENCY'S ASSISTANCE IN HELPING YOU, THE NANNY/BABYSITTER, IN DEFINING YOUR RELATIONSHIP WITH THE FAMILY.
5. THE NANNY/BABYSITTER UNDERSTANDS THAT THE FAMILY ALONE IS RESPONSIBLE FOR THEIR ACTIONS; THAT THE NANNY/BABYSITTER IS NOT AN EMPLOYEE OF AGENCY AND AGENCY ASSUMES NO RESPONSIBILITY FOR ANY ACTOR OMISSION OF THE FAMILY EITHER PRIOR TO OR AFTER EMPLOYMENT WITH THE FAMILY HAS COMMENCED.
6. THE NANNY/BABYSITTER UNDERSTANDS AND AGREES THAT ALTHOUGH AGENCY HAS ASSISTED THE NANNY/BABYSITTER IN REFERRING A FAMILY, AGENCY CANNOT PREDICT THE FAMILY'S FUTURE PERFORMANCE OR BEHAVIOR AND ONLY THE NANNY/BABYSITTER CAN ASSESS THE APPROPRIATENESS OF THE POSITION AND WHETHER OR NOT TO ACCEPT THE JOB OR TO CONTINUE TO STAY ON THE JOB. THE NANNY/BABYSITTER ALSO UNDERSTANDS THAT "THEY" 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 NANNY/BABYSITTER'S CONSIDERATION AND PERFORMING AN EXTREMELY LIMITED

BACKGROUND CHECK OF THE FAMILY.

7. 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 NANNY/BABYSITTER 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 NANNY/BABYSITTER HOLD AGENCY, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, AND ASSIGNS LIABLE FOR ANY OTHER CLAIM WHICH SHE/HE MAY HAVE.
8. THE NANNY/BABYSITTER 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.
9. UPON APPLYING TO AGENCY, THE NANNY/BABYSITTER MUST PRESENT A CERTIFIED INFANT/CHILD CPR AND FIRST AID CERTIFICATION OR BE WILLING RECEIVE CERTIFICATION.
10. AS A CONDITION OF BEING REFERRED THROUGH AGENCY, THE NANNY/BABYSITTER UNDERSTANDS SHE/HE MUST MAINTAIN AN OPERABLE CELL PHONE. IN ADDITION, IF THE NANNY/BABYSITTER ACCEPTS THE POSITION FOR FULL-TIME OR PART-TIME, THE NANNY/BABYSITTER MUST HAVE AN OPERABLE AUTOMOBILE AVAILABLE FOR HER/HIS EXCLUSIVE USE THROUGHOUT THE ENTIRE WORKDAY IF REQUIRED FOR THE POSITION.
11. THE NANNY/BABYSITTER AGREES TO REFRAIN FROM MAKING ANY PRIVATE AGREEMENT WITH ANY NANNY/BABYSITTER CANDIDATE OR FAMILY; OR FROM TAKING ANY ACTION WHICH IS INCONSISTENT WITH THIS AGREEMENT OR WHICH HAS THE EFFECT OF AVOIDING ANY OF THE NANNY/BABYSITTER'S, OR EMPLOYER-FAMILY'S OBLIGATIONS
12. 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 NANNY/BABYSITTER GIVES THE NAME OF ANOTHER NANNY/BABYSITTER OR FRIEND OF THE NANNY/BABYSITTER TO ANOTHER PERSON WHO SUBSEQUENTLY EMPLOYS THE NANNY/BABYSITTER OR THE FRIEND OF THE NANNY/BABYSITTER. THE NANNY/BABYSITTER 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.
13. THE NANNY/BABYSITTER SHALL GIVE A TWENTY-FOUR-HOUR NOTICE IF AN INTERVIEW CANCELLATION NEEDS TO BE MADE. IF THERE ARE NO NOTICES THE NANNY/BABYSITTER UNDERSTANDS THAT AGENCY WILL REMOVE THEM FROM THE NANNY MAY BE CHARGED FOR ANY MONIES REQUIRED FOR THAT INTERVIEW.
14. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN AGENCY AND THE NANNY/BABYSITTER, 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.

15. 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 OF THE STATE OF "PENNSYLVANIA", THE 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.
16. 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 NANNY/BABYSITTER AND THE FAMILY.
17. IT IS UNDERSTOOD AND AGREED THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF "PENNSYLVANIA". 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 "DELAWARE COUNTY PENNSYLVANIA".

II. ADDITIONAL CONDITIONS:

1. NANNY/BABYSITTER 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, NON- INFRINGEMENT, 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.
2. **SUCCESSORS AND ASSIGNS.** NANNY/BABYSITTER 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.
3. **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.

4. **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.
5. **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.
6. **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 VENTURES 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 CHARGE.
7. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF "PENNSYLVANIA". IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

"BALIA REFERRAL AGENCY LLC":

SIGNATURE: *ALICIA GIBSON*

OWNER/PRESIDENT

FOR THE NANNY/BABYSITTER:

NAME: *Katlyn Baker*

SIGNATURE: *Katlyn Baker*

DATE: *10/28/20*

DATE OF BIRTH: *09/13/99*

ADDRESS: *316 Lincoln Ave, Downingtown*

CELL #: *484-340-8781*

NANNY/BABYSITTER IDENTITY VERIFICATION

1. ATTACH DRIVING LICENSE / OFFICIAL ID / PASSPORT

A. A PHOTO WILL BE TAKEN OF YOUR I.D TO BE PLACED IN YOUR PORTFOLIO WITH THE AGENCY FOR DOCUMENTATION PURPOSES.

B. PLEASE EMAIL A PHOTO OF YOURSELF FOR YOUR PORTFOLIO SO FAMILIES CAN SEE A PICTURE WITH YOUR RESUME WHEN BALIA REFERRAL AGENCY LLC. SUBMITS YOUR RESUME TO EACH FAMILY THAT YOU WOULD WISH TO APPLY TO. IF YOU DO NOT HAVE ONE, ONE CAN BE TAKEN FOR YOU