

ENGAGEMENT OF SERVICES

This Placement Agreement (“**Agreement**”) is made and entered into this _____ of _____ 2012, by and between Mery T. Agency, LLC, a Nevada limited liability company doing business as Nannies and Housekeepers U.S.A. (“**Agency**”), and _____ (“**Client**”)

1. **ENGAGEMENT OF AGENCY.** Subject to the terms of this Agreement, Client engages and retains Agency as its exclusive representative to locate individuals (each, a “**Candidate**”) to provide Client with services related to Agency’s program marked below. **[Mark applicable program]**

	Babysitting Registry
	Housekeeping Registry
	Pet Sitting Registry
	Red Carpet Club
	Permanent Placement Household Services
	<i>Type of Services (fill in):</i>

The terms and conditions of the above-referenced programs offered by Agency (collectively, the “**Programs**”) are described in Exhibit A attached hereto and incorporated herein by reference.

2. **AGENCY’S SERVICES.** Throughout the term of this Agreement, Agency shall locate and refer for Client’s consideration Candidates for the applicable Program after conducting the Background Investigation (as defined below) for Candidates (the “**Search Services**”). Agency shall make reasonable efforts according to applicable law to conduct an investigation of each Candidate, which shall include (1) a criminal check, sex offender check, social security verification, driving history, drug screening, (2) a check of Candidate’s work references, (3) verification that Candidate has at least one year of relevant experience, has current First Aid and CPR Certifications, (4) is at least twenty (20) years of age and (5) is eligible to work in the United States (the “**Background Investigation**”). Agency is solely an employment broker and does not hire or employ any Candidate. In no event shall Agency hire any Candidate or be a party to any employment agreement with any Candidate, including, but not limited to, any employment agreement between Candidate and Client; each Candidate is to be hired, employed and paid solely by Client.

3. **TERM AND TERMINATION.** Unless sooner terminated as provided in Exhibit A, the term of Agency’s Permanent Placement Household Services Program shall commence on the date Client hires a Candidate and for (a) Category A Services (as defined in Exhibit A), terminate sixty (60) days after Candidate starts providing Household Services (as defined in Exhibit A) to Client or (b) Category B Services (as defined in Exhibit A), terminate one hundred eighty (180) days after Candidate starts providing Household Services to Client. For all other Programs, the initial term of this Agreement shall be **three hundred sixty five (365)** days from the date of this Agreement, provided, however, that this Agreement shall automatically renew for like periods unless Client provides Agency with written notice to terminate no later than thirty (30) days prior to the end of the initial term or any subsequent renewal term. The applicable Term as the same may be renewed, shall be referred to as the “**Term.**” Any renewal of the Term pursuant to the preceding sentences shall be on the same terms and conditions as the initial term, provided, however, if Client received a complimentary or discounted membership fee for the initial term of this Agreement, the membership fee for the first renewal term shall be Agency’s then current membership fee rate at the time of such renewal, which renewal fee shall then apply to any subsequent renewals of the Term. Notwithstanding the foregoing, if Agency, in its sole and absolute discretion, determines that Client or Client’s household is unsuitable for any Registry Program or Agency’s Red Carpet Program, Agency may terminate this Agreement effective immediately upon Agency sending

written notice to Client to the address reflected below Client's signature on this Agreement. Agency may terminate this Agreement with respect to its Permanent Placement Household Services Program as provided in Exhibit A.

4. **AGENCY COMPENSATION; NO SOLICITATION.** Client shall pay Agency the compensation in the amount(s) and at the time(s) set forth under the applicable Program under Exhibit A. Client acknowledges that Client has Agency to assist Client in finding household help. Client has reviewed the applicable fee options for Client's selected Program and agrees to pay the fee in full and sign the Agreement before the person begins working in Client's home. Client acknowledges that Agency has invested in the interviews and background checks of the Candidates. Therefore, Client will not hire or attempt to hire any Candidate Agency sends Client without processing all the necessary contracts as required by Agency through Agency's office. Client will not refer any of the Candidates referred to Client by Agency to anyone for potential employment without processing the contract and fee through Agency.

5. **BOOKINGS AND FEES.** This Section 5 shall not apply to Agency's Permanent Placement Household Services Program. In the event the applicable Program under this Agreement is Agency's Babysitting Registry, Housekeeping Registry or Pet Sitting Registry (each a "**Registry Program**"), the conditions set forth in this Section 5 shall apply to the Agreement. Client shall book a Candidate by calling Agency at (702) 451-0021 Monday through Friday between 9:00 a.m. and 5:00 p.m. local time ("**Normal Business Hours**") at least twenty-four (24) hours in advance of Client's desired start time for Candidate (the "**Minimum Notice**"). Each time Client hires a Candidate shall be a separate booking ("**Booking**"). The applicable non-refundable booking fee ("**Booking Fee**") shall be as set forth on Exhibit A for the applicable Program. Client shall be obligated to hire a Candidate for a minimum of four (4) consecutive hours per Booking ("**Minimum Booking Time**"). Client shall pay Candidate directly the applicable rate per hour set forth on Exhibit A upon Candidate's completion of each Booking, provided, however, that such hourly rate shall be subject to change without notice to Client. Client must cancel any Booking upon at least four (4) hours' notice ("**Cancellation Notice**"), provided, however, that Client shall pay Agency the Booking Fee regardless of providing Agency with the proper Cancellation Notice. Without limiting the foregoing, if Client does not provide the requisite Cancellation Notice to Agency, Client shall directly pay the booked Candidate a cancellation fee in an amount equal to the applicable hourly rate for the booked Candidate multiplied by the Minimum Booking Time. For each Registry Program, Client agrees to pay Agency the applicable Booking Fee for each time a Candidate provides services to Client whether or not the Candidate was placed by the Agency if (i) the Candidate was introduced to Client by Agency at any time within one (1) year of the date the Client hired such Candidate or (ii) a Candidate was hired by Client during the Term of this Agreement to provide domestic services. Client may add an additional Registry Program to this Agreement, which additional Registry Program shall be subject to the terms and conditions applicable to such Registry Program set forth in Exhibit A.

6. **HOLD HARMLESS.** Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Agency and any Candidate. No Candidate is a party to this Agreement. Agency disclaims and Client holds Agency harmless for any liability due to the intentional or negligent acts or omissions of any Candidate hired by Client. Client shall hold Agency and its owners, officers, employees and agents harmless from any and all liabilities, losses, damages, payments, costs or expenses of any kind whatsoever, which may be imposed on, incurred by, or asserted against Agency or such parties as the result of the Search Services provided by Agency herein. Client represents and warrants it personally interviewed and accepted each Candidate prior to hiring such Candidate. Client's hold harmless obligation pursuant to this Section shall survive the expiration or termination of this Agreement. **AGENCY MAKES NO REPRESENTATION OR WARRANTY REGARDING THE COMPLETENESS OR ACCURACY OF THE**

BACKGROUND INVESTIGATION OF ANY CANDIDATE AS IT RELATES TO INFORMATION PROVIDED TO AGENCY BY THIRD PARTIES.

7. **CONFIDENTIALITY.** Client agrees that Client shall hold in strictest confidence, and shall not at any time or in any manner, either directly or indirectly, divulge, disclose, copy or communicate to any person, firm or corporation, any proprietary or confidential information concerning the business of Agency or the workers recruited by Agency. The warranties, covenants, and agreements set forth in this Section 7 shall not expire for any reason and shall survive the expiration or termination of this Agreement.

8. **GENERAL PROVISIONS.**

a. **Attorney's fees.** Client and Agency agree that in the event of dispute, arbitration or litigation concerning this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fee in that dispute, arbitration or litigation.

b. **Assignment.** Client shall not assign this Agreement without Agency's prior written consent, which may be granted or withheld in Agency's sole and absolute discretion

c. **Amendment.** No amendment or modification of this Agreement shall be deemed effective unless and until it is executed in writing by both Agency and Client.

d. **Governing Law.** Nevada law shall govern this Agreement, and the courts of the State of Nevada shall have jurisdiction over any matter brought under, or by reason of this Agreement.

e. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and the parties agree that no other oral representations or agreements have been entered into in connection with this transaction.

f. **Counterparts.** This Agreement may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties agree to the terms of this Agreement.

AGENCY:

CLIENT:

Mery T. Agency, LLC,
a Nevada limited liability company,
dba Nannies and Housekeepers U.S.A.

By: _____

[Client]

Name: _____

Its: _____

3585 East Flamingo Road, Suite 204
Las Vegas, Nevada, 89121

PLACEMENT AGREEMENT

Date: _____

Client: _____

SELECTED PROGRAM:

	Babysitting Registry
	Housekeeping Registry
	Pet Sitting Registry
	Red Carpet Club
	Permanent Placement Household Services
	<i>Type of Services (fill in):</i> _____

Fee: \$ _____

Your Representative:

Form of Payment:

Visa: _____ MC: _____ American Express: _____ Discover: _____

Credit Card # _____ Exp. Date: _____ Security Code: _____

Name on the Card: _____

1. For Registry Programs, Client understands all reservations must be made through the agency 24 hours in advance during Normal Business Hours (Monday through Friday from 9 am to 5 pm) and a non-refundable \$25 booking fee will apply provided that a \$30 booking fee will apply for the Housekeeping and Pet Sitting Registry Program. Reservations made fewer than 24 hours in advance or outside of Normal Business Hours will incur a non-refundable \$75.00 booking fee. Holiday Rates subject to change. Rates subject to change without notice.

2. Client understands that Client employs the Candidate directly, and payment for services rendered at the hourly rate set forth in the Agreement is due and payable to the Candidate at time of each service. Client agrees to pay a minimum booking time fee of 4 hours directly to the Candidate if the Agency is not provided the proper 4 hour cancellation notice. Nannies are based upon availability and no guarantees can be made. Rates are subject to change without notice.

Agreed: Nannies and Housekeepers U.S.A.

Agreed: [Client]

Exhibit A

Terms and Conditions of Programs

Client hires Agency for the Program marked in Section 1 of the Agreement. The terms and conditions of each of the Programs are set forth below and shall further be subject to the additional terms and conditions set forth in the Agreement. Only the terms and conditions of Client's selected Program(s) shall apply to this Agreement.

1. PET SITTING REGISTRY

a. **Background:** Client engages Agency to find a Candidate to provide pet sitting services to Client (each, a "**Pet Sitter**").

b. **Agency Compensation.** Client shall pay Agency (a) a membership fee of One Hundred Ninety Nine Dollars (\$199) due upon signing this Agreement and (b) the applicable non-refundable Booking Fee for each Booking.

c. **Booking Fees.** The Booking Fee for Bookings scheduled during Normal Business Hours with at least the Minimum Notice shall be Thirty Dollars (\$30) per Booking. The Booking Fee for Bookings scheduled outside of Normal Business Hours or without the Minimum Notice shall be Seventy-Five Dollars (\$75) per Booking.

d. **Pet Sitter Compensation.** For this Program, Client may divide the Minimum Booking Time into two (2) time periods of two (2) hours each by requesting such election at the time of Booking. Client shall pay Pet Sitter directly Twelve Dollars per hour (\$12/hour) upon Pet Sitter's completion of each Booking, provided, however, that such rate is subject to change without notice.

2. BABYSITTING REGISTRY

a. **Background:** Client engages Agency to find a Candidate to provide childcare services to Client (each, a "**Babysitter**").

b. **Agency Compensation.** Client shall pay Agency (a) a membership fee of One Hundred Ninety Nine Dollars (\$199) due upon signing this Agreement and (b) the applicable non-refundable Booking Fee for each Booking.

c. **Booking Fees.** The Booking Fee for Bookings scheduled during Normal Business Hours with at least the Minimum Notice shall be Twenty Five Dollars (\$25) per Booking. The Booking Fee for Bookings scheduled outside of Normal Business Hours or without the Minimum Notice shall be Seventy Five Dollars (\$75) per Booking.

e. **Babysitter Compensation.** Client shall pay Babysitter directly Twelve Dollars per hour (\$12/hour) upon Babysitter's completion of each Booking, provided, however, that such rate is subject to change without notice.

3. **HOUSEKEEPING REGISTRY**

a. **Background:** Client engages Agency to find a Candidate to provide housekeeping services to Client (each, a “**Housekeeper**”).

b. **Agency Compensation.** Client shall pay Agency (a) a membership fee of One Hundred Ninety Nine Dollars (\$199) due upon signing this Agreement and (b) the applicable non-refundable Booking Fee for each Booking.

c. **Booking Fees.** The Booking Fees for this Program shall be as follows:

i. **Regular Booking Fee:** For Bookings made during Normal Business Hours with at least the Minimum Notice, the Booking Fee shall be Thirty Dollars (\$30) per Booking.

ii. **After-Hours Booking Fee:** For Bookings made outside of Normal Business Hours or without the Minimum Notice, the Booking Fee shall be Seventy Five Dollars (\$75) per Booking.

d. **Housekeeper Compensation.** Client shall pay Housekeeper directly Fifteen Dollars per hour (\$15/hour) upon Housekeeper’s completion of each Booking, provided, however, that such rate is subject to change without notice.

4. **RED CARPET CLUB**

a. **Background:** Client is a frequent customer of Agency’s in-room hotel babysitting program (the “**Babysitting Program**”) pursuant to which Agency provides Client with in-hotel babysitting services during Client’s visits to Las Vegas, Nevada (the “**Hotel Services**”). The Hotel Services are provided pursuant to the Babysitting Program and certain Nanny Agreements Authorization Forms signed by Client (each, a “**Babysitting Agreement**”). As a frequent customer of the Hotel Services, Client desires to become a member of Agency’s “**Red Carpet Club**” to receive a discount on the Hotel Services as provided below.

b. **Membership Fee.** Upon signing the Agreement, Client shall pay Agency a membership fee of One Hundred Eighty Dollars (\$180) (the “**Membership Fee**”) by credit card to become a member of the Red Carpet Club. Upon Agency’s receipt of such payment, Client shall be a member of the Red Carpet Club. The Membership Fee shall also be due on each anniversary date of the initial membership. Client’s failure to pay the Membership Fee on each such anniversary date shall automatically terminate Client’s membership from the Red Carpet Club.

c. **Member Benefits.** As a member of the Red Carpet Club, Client shall be entitled to a discount of Ten Dollars (\$10) per hour from Agency’s normal hourly rates then in effect for the Services, provided, however, that such discount is not available for any holiday rates designated by Agency. Except as set forth herein, all terms and conditions of the Program and the Babysitting Agreements shall remain in full force and effect, including, without limitation, any minimum hours requirements applicable to the Hotel Services. This Agreement is not transferable by Client, and Client shall not assign this Agreement without Agency’s prior written consent, which may be granted or withheld in Agency’s sole and absolute discretion

5. **PERMANENT PLACEMENT HOUSEHOLD SERVICES**

a. **Background:** Agency shall serve as Client’s representative to locate a Candidate to provide in-home or household services to Client, on a permanent, part-time or full-time basis, as the case may be (“**Household Services**”). As used herein, (1) “**permanent**” employment shall be employment of a Candidate by Client for a specified number of days, ranging from 1 to 365 days per year, (2) “**part-time**” employment shall be employment of a Candidate by Client for 34 hours or less per week and (3) “**full-time**” employment shall be employment of a Candidate by Client for thirty five (35) hours or more per week. The Household Services shall be _____ (fill in). Household Services provided by a household or estate manager, chef, butler or personal assistant shall be referred to as “**Category A Services.**” Household Services provided by a nanny, housekeeper or caregiver shall be referred to as “**Category B Services.**” Prior to or concurrently with executing this Agreement, Client shall submit an application to Agency indicating, among other things, what position Client seeks to fill, Client’s contact information, Candidate’s scope of work and the salary Client will pay Candidate (the “**Application**”).

b. **Replacement Candidates.** The first Candidate employed by Client under this Agreement shall be referred to as the “**Original Candidate.**” Subject to Agency’s termination option provided below, if Client terminates the employment of the Original Candidate or the Original Candidate resigns during the Term, Agency shall provide Search Services so that Client may elect to employ one (1) replacement Candidate (“**Replacement Candidate**”) as provided below. For Category A Services, Client

shall be entitled to one (1) Replacement Candidate without paying an additional Placement Fee (as defined below) if such Replacement Candidate is selected and hired within sixty (60) days after Original Candidate starts providing the Household Services to Client. For Category B Services, Client shall be entitled to one (1) Replacement Candidate (i) without paying an additional Placement Fee if such Replacement Candidate is selected and hired within sixty (60) days after Original Candidate starts providing the Household Services to Client; or (ii) at a Placement Fee equal to (x) the applicable Placement Fee for the Replacement Candidate minus (y) fifty percent (50%) of the Placement Fee for the Original Candidate if such Replacement Candidate is selected and hired between sixty (60) and one hundred eighty (180) days after Candidate starts providing the Household Services to Client; or (iii) at a Placement Fee equal to (x) the applicable Placement Fee for the Replacement Candidate minus (y) twenty five percent (25%) of the Placement Fee for the Original Candidate if such Replacement Candidate is selected and hired between one hundred and eighty one (181) and three hundred and sixty five (365) days after Candidate starts providing the Household Services to Client. In no event shall Agency be obligated to locate more than one Replacement Candidate for Client. This replacement fee schedule is summarized in the following chart:

<u>Original Candidate's Length of Employment with Client</u>	<u>Client's Credit (as defined below)</u>
1-60 <u>days</u>	Free Replacement
61-180 <u>days</u>	50%
181-365 <u>days</u>	25%

c. **Placement Fee.** Subject to subsection 6(b) of this Exhibit A related to Replacement Candidates, Client shall pay Agency a non-refundable placement fee for each Original Candidate or Replacement Candidate equal to (1) for Category A Services, twenty percent (20%) of such Candidate's projected gross annual salary, which salary shall be no lower than reflected in the Application or (2) for Category B Services, fifteen percent (15%) of such Candidate's projected gross annual salary, which salary shall be no lower than reflected in the Application (as applicable, the "**Placement Fee**"). Notwithstanding the Placement Fees stated herein, Client agrees to pay Agency a minimum Placement Fee of \$1,500 for each part-time Candidate Client hires or otherwise engages, or the Placement Fee, whichever is greater; and a minimum of \$3,000 for each full-time Candidate Client hires or otherwise engages or the Placement Fee, whichever is greater. Client shall pay one half (1/2) of the applicable Placement Fee to Agency upon hiring the Original Candidate or Replacement Candidate, as applicable, and the remaining half of the applicable Placement Fee five (5) days before the Original Candidate or Replacement Candidate, as applicable, commences providing the Household Services. Client shall pay the applicable Placement Fee for any Original or Replacement Candidate hired by Client whether or not such Candidate was placed by Agency provided that: (i) Agency introduced the Candidate to Client at any time within one (1) year of the date Client hired such Candidate or Replacement Candidate and (ii) such Original or Replacement Candidate was hired by Client to provide Household Services. If, within one (1) year of the date of the original referral Client offers employment to a Candidate the Agency has introduced to Client, the full Placement Fee for such Candidate will be due to Agency. If Client discloses any information contained in the file regarding a Candidate to a third party, and that third party hires such Candidate, Client shall be deemed to have hired such Candidate and agrees to pay the applicable Placement Fee of said Candidate to Agency.

d. **Agency's Termination Option.** Notwithstanding anything to the contrary contained herein, if the Original Candidate is terminated by Client or resigns, Agency shall have the right to terminate this Agreement if Agency determines, in its sole and absolute discretion, that Client's home environment is unsuitable for Candidates. Such termination shall be effective upon Agency providing Client with (1) five (5) days' written notice to the address reflected below Client's signature and (2) payment to Client of a termination fee equal to twenty-five (25%) of the Placement Fee.

e. **Working Interview**. In the event Client elects to have Candidate perform a working interview prior to hiring such Candidate, Client shall pay (i) such Candidate directly at a rate agreed upon by Candidate and Client and (ii) Agency Fifty Dollars (\$50) for one day working interviews performed by such Candidate or One Hundred Fifty Dollars (\$150) for one week working interviews performed by such Candidate.