

**Sidekick - Baltimore  
SERVICE AGREEMENT**

THIS SERVICE AGREEMENT is made between The Nanny Network, LLC, a Maryland Limited Liability Company, d/b/a Sidekick (hereinafter referred to as "Sidekick") and \_\_\_\_\_ (hereinafter, whether one or more person(s), called the "Client").

WHEREAS, Sidekick is an agency that recruits, screens and refers candidates for household assistance and management work (hereinafter referred to as "Assistants") to clients for clients to potentially employ; and

WHEREAS, household assistance and management work is defined as errand service, laundry service, and household organization and not child care, housekeeping or heavy cleaning; and

WHEREAS, the Client desires to engage Sidekick in order to receive referrals of Assistants to potentially employ.

NOW THEREFORE, the parties agree as follows:

**Temporary Placement Services**

1. **Registration and Referral.** Client will complete an online application and submit a non-refundable Registration Fee of \$150.00 to Sidekick for which Sidekick will recruit, screen and refer prospective Assistants<sup>1</sup> for temporary employment by the Client. Sidekick cannot guarantee it will place an Assistant with the Client. Payment of the Registration Fee does not guarantee that an Assistant will be placed with the Client or that the Client will be satisfied with any Assistant(s) referred to Client.
2. **Temporary Booking Fees and Payment for Service.** Client must provide to Sidekick a valid credit card number, including expiration date, as a guarantee of payment, and Client hereby authorizes Sidekick to place charges on that account in accordance with this Agreement and the attached Fee Schedule in Exhibit A (hereinafter referred to as the "Fee Schedule").<sup>2</sup> Booking Fees for temporary daily, weekly or long-term temporary placement will be charged to the Client's credit card at the time of referral and in advance of any job. Any additional charges incurred by using an Assistant for longer than the originally scheduled booking time must be communicated to the agency as soon as possible and will be processed during the next credit card charging cycle. Assistant should be paid for all originally scheduled hours. Any use of an Assistant referred by the agency must be booked through the agency at any time. If Client elects to pre-pay a booking fee for a long-term temporary contract<sup>3</sup>, discounts will apply as show in Fee Schedule. All booking fees are charged at the time of referral and are non-refundable, with the exception of an Assistant cancellation. In the event of an Assistant cancellation for a temporary cancellation, Sidekick will make its best effort to arrange a replacement Assistant for the Client. However if a replacement Assistant is not found, the applicable Booking Fee will be refunded to the Client's credit card, with the exception of inclement weather.
3. **Cancellations.** For temporary bookings, a cancellation fee in the amount of 50% of the confirmed booking fee(s) is charged if a booking is cancelled with more than 24 hours' notice. If 24 hours' notice is not given, 100% of the booking fee will be collected and a refund will not be issued. If an Assistant cancels because of snow or other inclement weather, Client will receive a 100% credit of the Booking Fees to be used toward future use of the service. If Client cancels because of snow or other inclement weather, a refund will not be issued and the entire Booking Fee(s) will be charged.
4. **Placement Upgrade.** If Client so desires, Client may choose to hire an Assistant originally hired on a temporary basis for permanent employment. Client agrees to pay the applicable permanent placement fee as outlined in the Fee Schedule. Client understands that any placement upgrade option does not include a replacement period or policy.

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<sup>1</sup> Sidekick' screening process includes interviewing, reference checks and background checks of all candidates placed in any Client's home.

<sup>2</sup> Credit card charges will appear on your statement as The Nanny Network, LLC.

<sup>3</sup> I.e., a "Sidekick Steady" contract

### Permanent Placement Services

5. **Registration and Referral.** Client will complete an online application and submit a non-refundable Application Fee of \$250.00 to Sidekick for which Sidekick will provide referrals of Assistants for potential employment by the Client. Sidekick cannot guarantee it will place an Assistant with the Client. Payment of the initial Application Fee does not guarantee that an Assistant will be placed with the Client or that Client will be satisfied with any Assistant(s) referred to Client.
6. **Placement Fees and Payment for Service.** If Client hires an Assistant, referred by Sidekick, Client shall pay to Sidekick a Placement Fee as outlined in Exhibit A (hereinafter referred to as "Fee Schedule").<sup>4</sup> Sidekick will invoice Client upon hire of an Assistant. If Sidekick does not receive payment by Client by the specified due date, Client's credit card on file will be charged for the amount specified on the invoice. Client authorizes charges to Client's credit card on file for any invoiced but unpaid, past due balance(s) owed to Sidekick.
7. **Replacement Policy.**
  - a. Placement of an Assistant is guaranteed for ninety (90) calendar days from the first date of employment. If an Assistant's employment by Client terminates within the first forty-five (45) calendar days of employment, Sidekick will refer additional candidates to Client, if Client desires such referrals. If Client should hire a replacement candidate, Sidekick will credit 100% of the Placement Fee paid by the Client towards a replacement Assistant provided the Job Description does not change.
  - b. No refunds of any Placement Fees will be given. Placement Fees will be credited to Client's account where they may be used by Client within twelve (12) months of the Assistant's start date to offset a future Placement Fee for a replacement Assistant.
  - c. The replacement policy provided herein by Sidekick shall be null and void if Sidekick does not receive a fully executed Assistant/Family Work Agreement before the Assistant's first date of employment, with all fees due to Sidekick being paid in full within the time frames specified on the invoice.
  - d. The replacement policy shall be considered null and void if Sidekick finds that the Assistant is being subjected to exploitative conditions in Client's household, as determined by Sidekick, in its sole and absolute judgment.
  - e. Sidekick will refer candidates for one replacement Assistant only.
  - f. Sidekick cannot guarantee Client will be satisfied with any Assistant referred to Client for replacement.

### General Terms of Service

8. **Non-Solicitation.** Any use of any Assistant referred by Sidekick should be arranged through Sidekick. During the term of this Agreement, and for a period of three (3) years following its termination or expiration, Client agrees not to solicit, engage, or hire any Assistant introduced by Sidekick without notifying the agency and paying the applicable fees. In the event Client hires or contracts with an Assistant referred or introduced by Sidekick, a \$4000.00 placement fee will immediately be due and charged to the credit card on file. Breach of this provision of the Agreement by Client constitutes a material default in this Agreement.
9. **Confidential Information.** All information obtained by Client from Sidekick about an Assistant is confidential and may not be disclosed to or shared with any other person or third party. In the event Client does refer or share an Assistant's information with someone who hires Assistant, Client will be responsible for payment to Sidekick of any applicable Booking or Placement Fees. Breach of this provision by Client constitutes a material default in this Agreement.
10. **Disclosure.** It is Client's responsibility to disclose all prospective candidates' (first and last) names that Client has been in contact with outside of the agency, both at the onset and during the course of the referral/interview process. If Client objects to paying a Placement Fee for a specific Assistant on the belief the Client knew the Assistant at the time of referral, Client shall remain liable for any applicable Placement Fee(s) unless, within two (2) business days after the referral, Client notifies Sidekick of its preexisting relationship with the Assistant and provides evidence of the same.

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<sup>4</sup> Hire is considered complete, and therefore Placement Fee is due, upon Client review of background check results.

11. **Assistant Duties.** Assistants referred by Sidekick will be at least eighteen (18) years of age and will work in the Client's home or in such other place designated by Client for the purpose of household assistance and management only. Assistants are not house cleaners, housekeepers or caretakers. In no way is any Assistant referred by Sidekick qualified or screened for the purpose of child care. In addition, Assistants are not medically trained, and are not offered as suitable home health aides or companion care for those needing any medical or physical assistance. Assistants also are not qualified or screened to transport Client or any of Client's family members, friends or associates.
12. **Employer-Employee Relationship.** The Assistant shall be deemed the employee of the Client, and, at no time, shall be deemed an employee of Sidekick. The Client, as the Employer, is therefore responsible for the Assistant's schedule, duties, and supervision as outlined in the Assistant/Family Agreement. Sidekick assumes no responsibility for paying or withholding any federal, state, or local taxes, social security contributions, or insurance premiums required or arising from the Assistant's employment with the Client. Client understands that he/she is responsible for all governmental filings, including tax withholdings, overtime pay, and workers compensation. The relationship between Sidekick and Client is that of independent contractors and not of employer-employee, partners or joint venture participants.
13. **Client Release.** Client understands that the Client Release, attached hereto as Exhibit B, is made a part hereof, and the Client voluntarily and knowingly agrees to its terms. Additionally, if the Client violates the Client Release and said violation results in a monetary loss to the Sidekick, then Sidekick shall be entitled to the monetary loss plus interest at the rate of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law, whichever is greater, on the outstanding balance due to Sidekick starting from the date of the violation by the Client to the date the outstanding balance is paid.
14. **Non-Discrimination.** Sidekick refers Assistants on a permanent, temporary or seasonal basis, and Client agrees to accept such Assistant referrals, without regard to age, gender orientation, color, race, sex, creed, national origin, religion, disability or any other category protected by federal, state or local law.
15. **Miscellaneous.**
  - a. Sidekick exercises its commercially reasonable efforts in conducting criminal background checks of the Assistants. Such background checks rely upon the accuracy, reliability, and content of public records or any other information contained therein. Sidekick does not warrant or guarantee that any of the public records data is complete.
  - b. Sidekick or Client may terminate this Agreement at any time and must be communicated in writing. Any fees due and owing to Sidekick are payable immediately upon termination of this Agreement.
  - c. A late charge equal to one and one-half percent (1 1/2 %) per month will be charged and added to the total amount due for those fees not paid by the due date. Client will pay to Sidekick \$35.00 for each bank-returned check.
  - d. Client consents to the venue and jurisdiction of the District or Circuit Court of Maryland for Baltimore County with regard to any legal action instituted to enforce any provision or term of this Agreement. This Agreement shall be interpreted by and subject to the laws of the State of Maryland.
  - e. Any modification to this Client Agreement must be in writing and signed by both Client and Sidekick, with the exception that the fees set forth in the Fee Schedule may be changed at any time during the term of this Agreement at the sole and absolute discretion of Sidekick.
  - f. This Agreement may be executed in counterparts and shall be considered in full force and effect as of the date of execution by the Client.
  - g. A photo copy shall be deemed to be an original of the Agreement.

The undersigned has read, understands and agrees to the foregoing Agreement.

EXHIBIT A  
Fee Schedule

**Temporary Placement Services**

Registration Fee (non-refundable)	\$150.
Sidekick Shorty + Sidekick Steady Hourly Rate <sup>5</sup>	\$18. per hour
Sidekick Booking Fee <sup>6</sup>	20% <i>of total gross compensation</i>
<i>Emergency Placement (less than 24 hours notice)</i>	<i>\$10 added</i>
<i>Holiday Placement</i>	<i>\$15 added to above fees</i>

*Long-term Temporary Placement Contracts Booking Fee Discounts<sup>7</sup>*

Length of Contract	Discount
3-months	10%
6-months	15%
9-months	20%
12-months	25%

**Permanent Placement Services**

Registration Fee (non-refundable)	\$250.
Super Sidekick Hourly Rate <sup>8</sup>	\$15-\$25. per hour
Super Sidekick Placement Fee <sup>9 10</sup>	15% <i>of total gross annual salary</i>

<sup>5</sup> Additional compensation for gas reimbursement strongly encouraged

<sup>6</sup> \$100 additional savings with registration for household payroll service, HomeWork Solutions, for payment of temporary employee

<sup>7</sup> Discount awarded when pre-paying booking fees for long-term temporary contracts (i.e., Sidekick Steady, NOT Sidekick Shorty)

<sup>8</sup> Hourly rate negotiated directly between you and the Sidekick. Additional compensation for gas expenditure is strongly encouraged

<sup>9</sup> Minimum placement fee of \$2500;\$250 savings with registration for household payroll service, HomeWork Solutions; option to pay-as-you-go at a premium rate of 20% of total gross annual salary

<sup>10</sup> \$250 additional savings with registration for household payroll service, HomeWork Solutions for payment of permanent employee

EXHIBIT B  
CLIENT RELEASE

The undersigned (hereinafter referred to as the "Client") hereby engages the services of The Nanny Network, LLC, dba Sidekick (hereinafter referred to as "Sidekick") to refer pre-screened candidates for household assistance and management work (hereinafter referred to as "Assistants") to Client for Client to potentially employ; and

Client understands and acknowledges Sidekick is not an agent or representative of the Assistant(s) and that Sidekick and its directors, officers, members, shareholders, agents and employees are not liable for any loss, damage, expense or injury which the Client, or any other person, may suffer or incur as a result of the wrongful acts, omissions, or negligence of the Assistant(s). Client agrees that Sidekick is not responsible for events beyond its control.

Client further acknowledges the potential risks inherent in hiring an Assistant and accepts and assumes any and all risks involved in hiring an Assistant referred by Sidekick. Accordingly, Client hereby releases Sidekick and its officers, directors, members, shareholders, agents and employees from all actions, causes of action, claims and demands for injuries, sickness, damages and death which may be sustained by Client and/or Client's family/home as a result of using Sidekick. Client does hereby agree to indemnify and save harmless Sidekick and its directors, officers, members, shareholders, agents and employees of and from all injuries, losses, costs, damages and expenses, including reasonable attorney fees as a result of any legal proceedings arising out of or in any way related to Client's use of the Sidekick, and from any claims, of whatsoever nature, the Assistant(s) may have against the Client.

The undersigned has read, understands and agrees to the foregoing Client Release.