



Terms of Service

Acceptance of Terms:

By engaging with Brooklyn Manny and Nanny and utilizing our nanny referral services, you acknowledge and agree to abide by the terms and conditions outlined in this agreement, covering both Nanny Candidates and Clients.

1. Referral Service:

The Agency operates as a nanny referral service, connecting families seeking childcare services with qualified nanny candidates. The Agency is not the employer of the Nanny Candidate, and the relationship between the Nanny Candidate and any potential employer is solely contractual.

2. Assistance with Contracts:

The Agency may provide assistance to both parties in negotiating and drafting their contract employment contract. However, any such assistance is suggestive, the Nanny Candidate and Client are solely responsible for reviewing and agreeing to the terms of their work agreement.

3. Information Sharing:

Any information provided to the Agency may be used for the purpose of facilitating referrals and advocating for the Nanny Candidate or Client within the bounds of applicable laws.



4. Employer Status:

The Agency is not the employer of the Nanny Candidate. Any disputes or issues arising from the employment relationship are solely between the Nanny Candidate and the employing family.

5. Domestic Workers Bill of Rights and FLSA Compliance:

The Agency upholds the Domestic Workers Bill of Rights and all Fair Labor Standards Act (FLSA) laws. Nanny Candidates are encouraged to familiarize themselves with these rights and laws.

6. Confidentiality:

Any confidential information shared with the Agency will be treated with utmost confidentiality, except as required by law.

7. Responsibilities:

Nanny Candidates agree to:

- Provide truthful and accurate information about themselves and their references.
- Act professionally in all interactions with the Agency and its clients.
- Respond promptly to requests from the Agency; while 24 hours is the latest acceptable response time, promptness is both expected and appreciated.
- Be punctual for scheduled interviews and appointments.
- Refrain from making disparaging remarks about the Agency when discussing it with others.
- Embody the values of the Agency and make a commitment to being fully present with all charges by limiting the use of cellphones and social media during working hours.



For Clients:

Clients' responsibilities include:

- Prompt correspondence with the Agency.
- Providing truthful information about the family and household.
- Compliance with Fair Labor Standards Act (FLSA) laws and the Domestic Workers Bill of Rights.

8. Termination and Replacement:

In the event of termination, the Agency cannot guarantee another placement but will consider the Nanny Candidate for new positions at its discretion. For Client, The Agency will make reasonable efforts to provide identical services or a suitable replacement within the 90-day guarantee period.

9. Nanny Referral Program:

The Agency offers a Nanny Referral Program to all Nanny Candidates, with specific terms for participation, commission eligibility, and payment methods. The Agency offers a Nanny Referral Program, and the Nanny Candidate acknowledges the following terms:

- To participate, the Nanny Candidate can use the Nanny Referral form provided by the Agency to submit applicants for the program.
- Qualified applicants will be invited to an interview with the Agency.
- If, within 1 year of entry into the program, any of the applicants submitted by the Nanny Candidate are hired by one of the Agency's clients, the Nanny Candidate will be eligible for a commission.



- If the same candidate is submitted by more than one nanny recruiter, the commission will be split evenly among the referring nannies.
- Commissions cannot be obtained if the Agency already had the referred nanny vetted before the referral.
- The referral commission is \$300 for part-time employments and \$500 for full-time employments, paid in full once the client pays the Agency via CashApp, Venmo, PayPal, or Zelle.

10. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of New York City.

11. Referral Fee (Non-Refundable):

Clients understand and agree to pay the Agency's Referral Fee as per the fee structures outlined in this document. The fee is due upon acceptance of an oral or written employment offer.

12. Referral Fee Credit:

In the event of termination and at the sole discretion of the Agency, within a 90-day period, the Agency will provide identical referral services for a second Service Provider for no additional fee, excluding the cost of an additional background check.

13. Additional Search Time Fee:

Clients agree to pay the Agency's Additional Search Time Fee if the engagement extends past two months from sign-up.



14. Background Checks:

The Agency does not include the cost of the Background Check. Clients agree to pay the additional fee for background checks as outlined in the document.

15. Confidential Information:

All data provided to the Agency is confidential. Clients agree to keep all information provided by the Agency confidential.

16. Client Responsibilities:

Clients are responsible for interviewing Service Providers and any associated costs. Clients are solely responsible for any tax liability or consequences arising from the hiring of a referral.

17. Representations:

The Agency does not guarantee credentials or performance. Clients agree to indemnify the Agency from any costs or expenses arising out of any claim relating to an applicant's employment.

18. Assignment:

This Agreement shall not be assignable by the Client without the prior written consent of the Agency.

19. Collection, Attorney's Fees, and Costs:

If any fee is not paid within seven (7) days of demand, the Client agrees to pay all costs of collection, including interest. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and costs.



20. New York Laws to Apply:

This Agreement shall be construed under and in accordance with the laws of the State of New York.

21. Mediation:

Any dispute shall be determined and settled by mediation in New York, New York. The costs of arbitration shall be paid by the non-prevailing party.

22. Parties Bound:

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

23. Legal Construction:

If any provision is held invalid, illegal, or unenforceable, it shall not affect any other provision in this Agreement.

24. Prior Agreements Superseded:

This Agreement constitutes the sole understanding between the parties and supersedes any prior agreements.

25. Audit:

Clients are encouraged to submit additional hours. Failure to report adjusted income will result in legal action. The Agency reserves the right to monitor Employee pay.



Acceptance:

BY ENGAGING WITH BROOKLYN MANNY AND NANNY AND UTILIZING OUR NANNY REFERRAL SERVICES, YOU ACKNOWLEDGE AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT.