

Terms and Conditions of Placement

A. Employer agrees to use the services of Immanuel Agency Inc. (Agency) to assist the employer in finding a person or persons (Candidate) to provide in-home family or domestic services.

B. Employer may elect to employ one or more Candidates referred by the Agency. The decision to employ a Candidate rests solely with the employer. In the event the employer employs a Candidate, at any time, including any unspecified future date, a referral fee will be due to the Agency. The amount of the referral fee will depend upon the nature and duration of the employment arrangement. A referral fee is due for each Candidate the employer elects to employ. The definitions apply

- Permanent Full Time – 10% of gross annual compensation
- Permanent Part Time – (35 hrs/wk or less) – 10% of annual compensation
- Live in (all placements) – 10% of gross annual compensation

(Gross annual compensation = weekly compensation multiplied by 52, or monthly compensation multiplied by 12)

- Temporary (under 30 days) – 30% of gross wages
- Baby Nurse – 20% of gross wages (10 nights/80 hours minimum)
- Baby Nurse, Long Term – 15% of gross wages (40 nights/800 hours minimum)

C. The employer acknowledges and accepts that the FEE will be due and payable immediately following oral or written acceptance of an oral or written employment offer to a candidate. The employer grants full authority to the Agency to process payment for the full amount of all fees within 5 working days following employment acceptance, on the employer's Visa or MasterCard, details of which are included below, unless the account has been settled in full by receipt of a check or other funds before this time.

D. Guarantee – The time period often referred to as the ‘Guarantee Period’ or ‘Warranty Period’ is a period of 90 days from the date of arrival in the employer's residence, in which Immanuel Agency Inc. warrants that any Candidate referred by ‘us’ and employed by the employer will remain continuously employed by the employer for that time period of 90 days. If the employer terminates the candidate's employment with cause, or if the candidate voluntarily resigns without good cause within the ‘Guarantee Period’, Immanuel Agency Inc. will, without additional charges or fees, make such reasonable additional referrals of candidates to the employer to assist the employer to hire a replacement for the remainder of the ‘Guarantee Period’. If the employee resigns due to the employer materially changing the job description, adding responsibilities or duties, or changing the work schedule after the employee's start date from what was initially agreed upon in the ‘Job Description/Form’, or mistreatment of the employee, Immanuel Agency Inc., then has no obligation to replace the employee and the warrantee period becomes void upon the employees resignation. The employer expressly acknowledges and agrees that Immanuel Agency's liability pursuant to this warranty is limited solely and exclusively to our obligation to refer additional candidates for the employer's consideration, whether or not that results in a hire. If we are unable to provide you a suitable replacement or the employer does not wish to continue working with Immanuel Agency Inc., we will refund a percentage of the total fee paid as per the following schedule:

Days of Employment Action or % Total Fee Refunded

0 -29 days -----Replace the candidate or refund 30% of the fee.

30 – 90 days -----Replace the candidate or refund 20% of the fee

After 90 days -----Refund 0% of the fee

E.The Employer agrees to preserve in confidence the identity of all candidates referred by the Agency and the contents of any files or documents forwarded to the employer for the purpose of review. The employer further agrees that all such files and documents remain the property of the Agency and undertakes not to make copies of the contents, in whole, or part, and upon request, will return them promptly to the Agency. If the employer discloses any information about a candidate to a third party, and acting on that information the third party subsequently employs the candidates, the employer will be liable and agrees to pay the Agency the fee that would have been payable for that candidate.

F. The Agency will use its best endeavors to refer qualified, screened candidates to the employer. The Agency does not guarantee the credentials of any candidate, nor does it guarantee the performance of, or Employer satisfaction by, any candidate. If the employer is dissatisfied with an employed candidate, for any reason, recourse to the Agency will be limited to a credit toward two future search or refund schedule as specified above. The employer agrees to indemnify the Agency and hold it and all its employees and representatives harmless from any costs or expenses arising out of any claim against the Agency, relating in any way to a candidate's employment.

G. The employer understands and acknowledges that the Agency is not an agent or representative of the candidate and that the Agency is not in any way liable for any loss, expense or injury, delay or damage the employer or any other person may suffer or incur as a result of the wrongful acts, omissions, or negligence of the candidate or of the introduction or employment of any candidate or from the failure to introduce a candidate.

H.The Agency cannot guarantee to find a suitable or a candidate available for the position.

I. This agreement is between the employer and the Agency only. No candidates are a party to this agreement, nor will the Agency be a party to any agreement, including an employment agreement, that may be made by and between the employer and a candidate.

J. Term of Service- This service agreement commences from the date employer delivers a signed copy of this agreement. In the event employer hires, retains or otherwise uses the services of any candidates submitted to employer by Immanuel Agency Inc. within one (1) year after this agreement terminates, employer will pay to Immanuel Agency Inc. the entire placement fee, including all applicable late charges and other costs and expenses associated with collecting such a fee, including, but not limited to, reasonable attorney's fees.

K. Termination – The search for candidates will continue until such time as employer hires or fills the position.

Employer's signature confirms that the employer has read this agreement thoroughly, clearly understands it, and accepts and agrees to all of its terms and conditions.