



Referral Agreement

Mansfield Domestic Agency (“MDA”) and _____ (“Client”) enter into this Referral Agreement (the “Agreement”).

1. Services: Client desires to hire a household employee (“Candidate”) to provide domestic services. MDA is a referral agency and will make reasonable efforts according to applicable law to refer Candidates to Client. However, Client understands and agrees that employing a Candidate is ultimately Client’s decision, and that signing up with or paying MDA does not guarantee that MDA will find a suitable Candidate for Client.

2. Client Is Candidate’s Employer: MDA is not a party to any agreement made between Client and a Candidate. Client understands and agrees that the Candidate’s work schedule, compensation, and the method, manner and means of employment, and any other terms and conditions of employment, will be determined by Client and the Candidate. MDA will not be responsible for the Candidate’s direction, supervision, control or compensation, and MDA is not the Candidate’s employer or co-employer with Client. Rather, Client will be solely responsible for the Candidate’s direction, supervision, control and compensation (including directly paying wages to the Candidate), and Client understands and agrees that Client is the Candidate’s employer. Accordingly, Client understands and agrees that Client will be responsible for all employer related taxes, withholdings, worker’s compensation insurance, obligations and requirements according to applicable law. Client will pay the Candidate directly for the Candidate’s work for Client.

3. Confidential Information: Client understands and agrees that, to the maximum extent allowed by law, all information and materials about Candidates are to be kept strictly confidential, are the property of MDA, and are to be used only in conjunction with MDA’s referral services. If Client provides Candidate information to another party and the other party hires or otherwise engages the Candidate without compensating MDA its full fees, Client will be responsible for paying MDA’s full fees as stated in this Agreement as if MDA had placed the Candidate with a client.

4. Fee Schedule: In the event Client employs or otherwise engages the services of a Candidate referred by, introduced by, or otherwise found through MDA, at any time from within one year of the date of MDA’s referral or introduction of the Candidate to Client, for any position even if not for the position originally sought by Client, Client agrees to pay MDA its full fees according to the following schedule:



Long-Term Placement: 10% of Candidate's Total Gross Annual Compensation

Temporary Placement: (intended to be employed for four months or fewer): 30% of Candidate's Total Gross Compensation (\$750 minimum)

"Total Gross Annual Compensation" includes all compensation in whatever form, including but not limited to hourly wages, salary, bonuses, and the value of insurance and room and board, received by the Candidate from Client per week multiplied by 52, or per month multiplied by 12, regardless of the duration of employment. "Total Gross Compensation" includes all compensation in whatever form, including but not limited to hourly wages, salary, bonuses, and the value of insurance and room and board, received by the Candidate from Client during the temporary placement.

Client agrees to pay MDA a Referral Fee for each Candidate Client employs or otherwise engages. Client acknowledges and agrees that the Referral Fee is reasonable, negotiable, and based on a fixed percentage of the job cost. Client agrees to pay MDA all fees owed pursuant to this Agreement as soon as a Candidate referred by MDA accepts an offer of employment or other engagement from Client, and in any case by no later than 24 hours before the Candidate's first day of work for Client. If the Candidate's compensation increases during the first year of the placement, or if a replacement Candidate's compensation is greater than the initial Candidate's compensation, Client agrees to inform and pay MDA for any additional compensation according to the terms of this Agreement.

Client understands and agrees that MDA's invoices are due and payable upon MDA's transmission of the invoice to Client, and will be considered delinquent if not paid within 10 days of transmission of the invoice to Client. Client understands and agrees that Client's hiring or other engagement of a Candidate referred by MDA will constitute Client's acceptance of the terms and conditions of this Agreement even if Client does not return this executed Agreement to MDA.

Except as otherwise stated in this Agreement, all fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement. If any fees or portions thereof are not paid when due, MDA will charge interest on the unpaid amount of the fee. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid. If Client's account is turned over to an agency or other person or entity for collection, all fees and interest, including but not limited to attorney's fees and costs, incurred relating to the collection activity will be added to Client's original balance, become payable to MDA according to the terms of this Agreement, and Client agrees to pay MDA all such fees, costs, and interest. Finally, Client agrees to pay MDA any charge MDA incurs if Client's check or other payment is returned or refused for any reason.



Client agrees to provide MDA with a valid credit card number, expiration date, security code and other information; understands and agrees that MDA shall charge Client's credit card for all fees and charges owed to MDA if Client fails to pay all fees and charges in a timely manner according to the terms of this Agreement; hereby irrevocably authorizes MDA to place charges on said account in accordance with this Agreement; and agrees to pay all such charges and fees billed to Client's credit card according to the terms of this Agreement. Client will immediately give MDA new credit card information and an authorization for the new credit card(s) should Client cancel the credit card or should Client's ability to use the credit card cease for any reason.

5. Replacement Policy: Upon fulfillment of all the conditions listed herein, subject and limited to the terms of this Agreement, for Long-Term Placements only, if the initial Candidate leaves Client's employment or other engagement with Client within NINE months from the Candidate's first day of employment or other engagement with Client, and if Client pays MDA an additional flat fee of \$250, MDA will make reasonable efforts according to applicable law for 30 days to provide additional referrals for a maximum of one replacement Candidate to Client.

MDA's obligation to refer a replacement Candidate is expressly conditioned on Client's (1) satisfaction of all of his or her obligations under this Agreement, including but not limited to payment of all MDA's fees and charges in a timely manner; (2) notification to MDA within 48 hours of the Candidate's resignation or termination of employment or other engagement; (3) abiding by all applicable laws and regulations; (4) not materially changing the Candidate's job duties or job description; and (5) not engaging in any acts of harassment, abuse, or moral turpitude. Determining compliance with these conditions is in the sole and absolute discretion of MDA as allowed by law.

If Client fails to satisfy all of these aforementioned conditions, MDA shall have no further obligations to Client. MDA's obligation to refer a replacement Candidate shall not apply if the Candidate gives Client notice of her or his intention to terminate her or his employment with Client at the end of the applicable replacement period or any time thereafter.

6. DISCLAIMER/HOLD HARMLESS/LIMITATION OF LIABILITY: Except as expressly stated in this Agreement, MDA assumes no liability or responsibility for, and makes no express or implied guarantees, representations or warranties about, any information, material, services, referrals, Candidates, independent contractors, employees or potential employees (including but not limited to the qualifications or performance of Candidates) it provides to Client. Client's use of MDA's services is at Client's own risk. Additionally, MDA does not employ or exercise control or discretion over Candidates or any person referred by MDA to Client, and disclaims all responsibilities for such individuals' conduct, misconduct, negligence or omissions.



Additionally, to the maximum extent permitted by law, Client shall indemnify, defend and hold MDA and its owners, agents, employees, officers, directors, representatives, attorneys, and affiliated persons and entities harmless against any damages or liability whatsoever arising out of or in any way in connection with Client's conduct, negligence, omission(s) or misconduct.

In no event shall either party be liable for consequential, incidental, exemplary, punitive, special or indirect damages of any kind. Further, a party's aggregate liability for damages of any kind under this Agreement – excluding Client's potential financial responsibilities in Section 3 of this Agreement; the fees, costs and interest related to collections as referenced in Section 4 of this Agreement; and the indemnity, defense and hold harmless provision in Section 6 of this Agreement – shall be limited to the amount of the fees received by or owed to MDA from Client, whichever is greater. If any waiver, exclusion or limitation of damages is not permitted by law, the parties' liability to each other is limited to the maximum extent permitted by law.

7. Miscellaneous: This agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding commenced regarding this Agreement or the subjects herein shall be brought in Orange County, California.

This Agreement is entered into by MDA and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between MDA and Client and supersedes all prior oral and written agreements between MDA and Client with respect to the subjects covered in this Agreement. This Agreement shall not be amended or modified except in a mutually agreed upon writing signed by Client and an authorized representative of MDA expressly stating an intent to modify or amend this Agreement.

Client represents that he or she has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he or she has had all such time that he or she desires within which to consider this Agreement; that he or she has had the opportunity to consult with an attorney of his or her own choosing and at his or her own expense to review this Agreement; and that he or she has availed himself or herself of this opportunity to the extent, if any, that he or she wished to do so.

The terms of this Agreement are severable. The invalidity or unenforceability of any provision within this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable. Further, consistent with the purposes of this Agreement, any otherwise invalid provision of this Agreement may be reformed and, as reformed, enforced by any party to this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Failure or delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of any right, remedy,

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power or privilege. Each party agrees that the other party is not responsible for any events or circumstances beyond its control (including but not limited to war, riots, embargoes, strikes and or acts of God) that prevent the party from meeting its obligations under this Agreement.

Neither party shall assign or transfer this Agreement or any interest herein without the prior written consent of the other party. The rights and remedies provided in this Agreement shall be the sole and exclusive rights of the parties against one another relating to the subject matter of this Agreement. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Sections 3, 4, 6 and 7 of this Agreement shall remain in effect even after termination of this Agreement.

The parties hereby certify, represent and warrant that they have carefully read this Agreement, that they fully understand its final and binding effect, and that they agree to all its terms and conditions.

Client(s): _____
Printed Name Signed Name Date

Client(s): _____
Printed Name Signed Name Date

MDA: **Tiffany Mansfield** _____
Printed Name Signed Name