

## CLIENT AGREEMENT

THIS CLIENT AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ and \_\_\_\_\_ ("Client") and Child Care Network, LLC, a Wisconsin limited liability company ("CCN").

In consideration of the covenants and payments set forth in this Agreement, the parties agree as follows:

1. Services. CCN will assist Client in locating applicants to be employed by Client as a child care provider. A child care provider is an individual employed solely by Client at client's home to perform tasks related to the care of Client's child or children. CCN will assist Client by conducting searches for and background checks of applicants which may include the following: reviewing applications; examining criminal and driving records, assessing prior employment and educational background; calling references; conducting in-person interviews with potential applicants; and arranging interviews between Client and the applicant. CCN will not, however, disclose any information which CCN may obtain about an applicant which pertains to any charge against that applicant which has been dismissed or expunged. CCN will attempt to locate the best available applicants for Client; however, CCN makes no guarantee that an applicant will be a suitable or successful child care provider.
2. Termination of CCN's Obligations. CCN's obligations to assist Client in obtaining a suitable applicant shall terminate, in any event, 90 days following the date of this Agreement.
3. Fees. Client will pay a total of \$1400.00 to CCN for CCN's assistance in locating child care provider applicants. CCN will begin performing services after receiving from Client \$400.00 as a "deposit." Said deposit is non-refundable and will be credited to the total \$1400.00 service fee described above if Client hires an applicant which CCN assisted Client in locating. Client hereby agrees to pay the remaining service fee (i.e., \$1000.00) to CCN within four days after the applicant officially accepts the position offered by Client as a child care provider. Client also agrees to pay CCN the remaining service fee (\$1000.00) if Client hires any child care provider applicant referred to Client by CCN at any time within one (1) year of the date of this Agreement provided that Client has not previously paid the \$1000.00 fee. Said payment shall in such event be due to CCN within one week after the applicant officially accepts the position offered by Client as a child care provider.
4. Interest and Collection Costs for Delinquent Accounts. If the payment of any required balance to CCN is not timely, the amount shall be considered past due after which a past due charge shall be added to the outstanding balance in an amount equal to twelve percent (12%) per annum (1% per month), for that time during which the aforesaid balance, or any portion thereof, remains unpaid. In the event that any balances remain outstanding for a period of 30 days after due, Client agrees to pay all of CCN's reasonable costs of collection, including CCN's reasonable attorneys' fees and court costs.
5. One-Time Replacement. If a child care applicant whom CCN located for Client leaves the employ of Client within ninety (90) days after the applicant begins providing services for client, either voluntarily or involuntarily, and provided that Client has timely paid all required service fees to CCN and Client has contacted CCN within such 90 day period, CCN will, at no additional charge to Client, assist in attempting to locate a suitable applicant to replace the child care provider. CCN's obligations in this regard shall be limited to a "one-time replacement", so that if the replacement applicant (after beginning service for Client) does not work out for any reason, no further replacement applicants shall be referred by CCN to Client pursuant to this Agreement.
6. Client Representations. Client represents that all of the information provided in Client's Application with CCN is true, accurate, and correct. Client gives CCN and CCN's agents permission to investigate and verify the information provided on Client's Application submitted to CCN. Client releases CCN and its agents from any and all liability or claims that may arise from the providing, receiving, or use of information in connection with Client's Application, and Client further agrees to indemnify, defend, and hold harmless CCN and its agents, successors, assigns, employees, and members from any and all damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of inaccurate, fraudulent, or dishonest information contained in Client's Application, or resulting from a breach by Client of this Agreement.

7. Client Responsibilities. Although CCN has performed certain background checks of the child care provider applicants presented to the Client, Client acknowledges and understands that Client will be solely responsible for making the final employment decision and for negotiating the terms and conditions of the applicant's employment with the Client as a child care provider; that applicants are not employees, agents, or independent contractors of CCN; that CCN is not responsible for or liable for the employment terms and conditions negotiated between Client and the applicant; that the child care provider applicant becomes an employee of the Client once the applicant is hired on a permanent or temporary basis; that Client is responsible for obtaining appropriate insurance, filing all applicable tax returns, paying all tax liabilities associated with the employment of the applicant as a child care provider, and complying with all employment, tax, and similar laws and regulations related to the child care provider's employment.

8. Limitation of Liability. Client acknowledges and understands that CCN makes no representations or warranties regarding the qualifications or performance of an applicant interviewed or hired by Client. Client agrees that once the selection process takes place, CCN assumes no responsibility for the child care provider applicant. The Client hereby releases CCN from any and all liabilities of any kind or nature, including liabilities based in contract, tort (including negligence), or any other theory of law or equity, for any incidental, punitive or consequential damages whatsoever arising out of this Agreement, the services provided by CCN, or any activity of the applicant during the future relationship of the Client and the child care provider applicant. Client agrees to indemnify, defend, and hold harmless CCN and its agents, successors, assigns, employees, and members from any and all causes of action, claims, damages, liabilities, costs, and expenses, including attorney fees, arising out of Client hiring an applicant as a child care provider or any act or omission of any such applicant whether negligent, intentional, or fraudulent.

9. Amendments. This Agreement may be amended or terminated only by a written document signed by all the parties hereto.

10. Entire Agreement and Fax/Photocopies. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. A facsimile copy or photocopy of this Agreement containing facsimile copies or photocopies of the signatures or initials of any party will be binding.

11. Jurisdiction. This Agreement will be subject to and governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CLIENT:

CHILD CARE NETWORK, LLC  
A Wisconsin Limited Liability Company

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By: \_\_\_\_\_  
Andrea Bruttig, Member

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