



## FEES AND POLICIES

### 1. Search Deposit.

The Client shall pay Top VIP Agency Five Hundred Dollars (\$500.00) upon the execution of the Service Agreement (the “Agreement”). The Client shall be entitled to the benefits provided in the Agreement upon completion of registration documents. The registration fee is credited towards the final placement fee and is non-refundable.

### 2. Payment.

The Client shall keep a credit card number or bank account number on file with Top VIP Agency. Top VIP Agency shall charge the Client's credit card or draft from the bank account number for services rendered. For clients choosing to pay via auto draft from a bank account, no processing rate will apply.

### 3. Late Fee.

Clients are required to keep Top VIP Agency informed of any account changes to their credit card or bank account information. Updates/ Payments that are not given to Top VIP Agency within 2 days of invoice dates are subject to a Twenty-Five dollar (\$25.00) Late Fee.

### 4. Nanny Placement

For Clients who need constant care from a Nanny. To begin the process for a nanny placement, the Client shall pay a five hundred dollar (\$500.00) deposit. This deposit will be applied to the final placement fee. Upon a successful placement of a nanny, the Client shall pay Top VIP Agency a fee of 18% of the candidates gross annual salary. Placement Fees cannot be combined.

The Client will pay the Nanny directly for his or her services. The Client will have a 60-day guarantee on the nanny placement.

### 5. Newborn Care Specialist “NCS” Placement

For Clients who need care from a Newborn Care Specialist “NCS”. To begin the process for a NCS placement, the client shall pay a Five Hundred Dollar (\$500.00) search deposit which goes toward our marketing efforts. This deposit will be applied to the final placement fee due once a candidate is selected. Upon a successful placement of a NCS, the Client shall pay Top VIP Agency a fee of 20% of the candidates contracted rate. Placement Fees cannot be combined.

The Client will pay the nanny directly for his or her services. The Client will have a 30-day guarantee on the NCS placement.

### **5. Private Educator Placement**

For Clients who need constant care from a Private Educator. To begin the process for a private educator placement, the client shall pay a Five Hundred Dollar (\$500.00) search deposit which goes toward our marketing efforts. This deposit will be applied to the final placement fee due once a candidate is selected. Upon a successful placement of a Private Educator, the Client shall pay Top VIP Agency a fee of 20% of the candidates contracted rate. Placement Fees cannot be combined.

The Client will pay the Private Educator directly for his or her services. The Client will have a 60-day guarantee on the Private Educator Placement..

### **5. Household Manager Placement**

For Clients who need constant care from a Household Manager. To begin the process for a household manager placement, the client shall pay a Five Hundred Dollar (\$500.00) search deposit which goes toward our marketing efforts. This deposit will be applied to the final placement fee due once a candidate is selected. Upon a successful placement of a Household Manager, the Client shall pay Top VIP Agency a fee of 20% of the candidates contracted rate. Placement Fees cannot be combined.

The Client will pay the Household Manager directly for his or her services. The Client will have a 60-day guarantee on the Household Manager placement.

### **6. Postpartum Doula**

For Clients who need care from a Postpartum Doula. To begin the process for a postpartum doula placement, the client shall pay a Five Hundred Dollar (\$500.00) search deposit which goes toward our marketing efforts. This deposit will be applied to the final placement fee due once a candidate is selected. Upon a successful placement of a postpartum doula, the Client shall pay Top VIP Agency a fee of 20% of the candidates contracted rate. Placement Fees cannot be combined.

The Client will pay the Postpartum Doula directly for his or her services. The Client will have a 60-day guarantee on the Household Manager placement.

### **7. Birth Doula**

For Clients who need care from a Birth Doula. To begin the process for a birth doula placement, the client shall pay a Five Hundred Dollar (\$500.00) search deposit which goes toward our marketing efforts. This deposit will be applied to the final placement fee due once a candidate is selected. Upon a successful placement of a birth doula, the Client shall no longer need to pay Top VIP Agency an additional Placement Fee.

The Client will pay the Birth Doula directly for his or her services. The Client will not have a guarantee on the birth doula placement.

## **8. Personal Assistant**

For Clients who need constant care from a Personal Assistant.. To begin the process for a personal assistant placement, the client shall pay a Five Hundred Dollar (\$500.00) search deposit which goes toward our marketing efforts. This deposit will be applied to the final placement fee due once a candidate is selected. Upon a successful placement of a personal assistant, the Client shall pay Top VIP Agency a fee of 20% of the candidates contracted rate. Placement Fees cannot be combined.

The Client will pay the Personal Assistant directly for his or her services. The Client will have a 60-day guarantee on the Household Manager placement.

## **9. Ad-on Options**

To best meet your needs, we offer a la carte additions that can be added to your placement package. Those options are below and available until five (5) business days after the position starts. \*These options are not available for NCS, Birth Doula or Tutor placement.

\*90-Day Replacement Period \$497

\*180-Day Replacement Period \$897

Enhanced Screening (includes Residencies + Drug Testing) \$597

Drug Testing \$397

Nanny Curriculum \$297

## **10. Non-Responsiveness Clause.**

In the event the Client does not respond to the Agency after three (3) written attempts, is not placed by the Agency within 60 days of signing of this Agreement, and the Agency has provided at least three (3) Candidates who, in the sole and absolute discretion of the Agency, are reasonably suited to perform the duties set forth in the Client's job description (a "Viable Candidate"), in order to continue to receive the Agency's Services the Client will be charged a \$500.00 non-refundable deposit ("Deposit") to continue to receive Agency Services. The Deposit will be applied to the final balance due upon the hiring of a Viable Family Care Provider; however, if the Client alters the original job description from that which the Client expressed in their family application and such alteration causes a new search, the Deposit will not be applied to the balance due and is non-refundable.

## **11. Replacement Policy**

If the initial Candidate leaves Client's employment within the replacement policy time limit of 60 days from the Candidate's first day of employment or other engagement with Client), Top VIP Agency will make reasonable efforts according to applicable law for 30 days to provide additional referrals for a maximum of one replacement Candidate to Client. Client has 30 days from the date of the Candidate's last day of employment or other engagement with Client to invoke this Replacement Policy with Top VIP Agency. Top VIP Agency's obligation to provide additional referrals is expressly conditioned on Client's (1) satisfaction of all of its obligations under this Agreement, including but not limited to payment of all Top VIP Agency's fees and charges in a timely manner; (2) notification to Top VIP Agency within 48 hours of the Candidate's termination of employment; (3) abiding by all applicable laws, including paying the Candidate in a

timely manner in full as required by law; (4) not materially changing the Candidate's job duties or job description; (5) providing Top VIP Agency with a fully executed copy of the Client's work agreement with the Candidate by the Candidate's first day of employment or other engagement with Client; and (6) not engaging in any acts of harassment, abuse, or moral turpitude in the context of the employment relationship.

Determining compliance with these conditions is in the sole and absolute discretion of Top VIP Agency.

If Client fails to satisfy all the aforementioned conditions, Top VIP Agency shall have no further obligations to Client. Top VIP Agency's obligation to provide additional referrals 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 60 days from the Candidate's first day of employment or other engagement with Client.

## **12. Revision of Fees and Policies Hereunder**

Top VIP Agency may revise this Fee and Policy Schedule from time to time upon notice to the Client.

