

## **FEE PROTECTION & REFUND POLICY**

Heart Centered Nannies LLC

This Fee Protection & Refund Policy (“Agreement”) sets forth the terms and conditions governing payment obligations, fee protection, and replacement guarantees provided by Heart Centered Nannies LLC (hereinafter referred to as the “Agency”). By submitting payment and engaging Agency placement services, the client family (“Family”) acknowledges and agrees to the following terms:

### **1. Registration Fee**

The Registration Fee in the amount of Two Hundred Fifty Dollars (\$250.00) is non-refundable. This fee compensates the Agency for professional time, consultation, administrative services, candidate sourcing, screening, coordination, and related efforts involved in initiating and conducting the Family’s nanny search. Payment of the Registration Fee secures engagement of services but does not guarantee placement.

### **2. Placement Fee — Earned and Non-Refundable**

The Placement Fee shall be deemed fully earned and non-refundable upon the occurrence of any of the following events:

1. The Family extends an offer of employment to a candidate introduced by the Agency, and such candidate accepts the offer;
2. The nanny begins employment in any capacity, including but not limited to full-time, part-time, temporary, trial, or contract arrangements; or
3. The Family hires a candidate introduced by the Agency within twelve (12) months of the candidate’s initial introduction, regardless of whether the Agency participated in the final hiring negotiations.

This provision applies irrespective of:

- The duration of employment;
- Whether the role is permanent, temporary, or trial in nature;
- Whether employment subsequently ends voluntarily or involuntarily.

### **3. Replacement Guarantee (Exclusive Remedy)**

The Agency does not provide refunds of Placement Fees. In lieu of a refund, the Agency offers a **Replacement Guarantee**, subject to the terms and conditions set forth herein.

If employment terminates within six (6) months of the nanny’s start date, the Agency will conduct **one (1) replacement search** at no additional Placement Fee, provided that:

- The original job description, compensation structure, work schedule, and employment conditions have not materially changed;
- The Family has fulfilled all agreed-upon employment obligations, including compliance with all applicable wage and labor laws;
- The separation occurred under lawful and reasonable circumstances;
- The Family provides written notice of termination to the Agency.

The Replacement Guarantee constitutes the Family's **sole and exclusive remedy** in place of any refund. The Replacement Guarantee shall not apply in circumstances including, but not limited to:

- Material changes to job duties, compensation, or schedule;
- Relocation of the Family;
- Breach of employment obligations by the Family;
- Unlawful or improper termination.

#### **4. Direct or Future Hiring Protection**

If the Family hires a candidate introduced by the Agency within twelve (12) months of introduction — whether directly or indirectly — the full Placement Fee shall remain due and payable.

This obligation applies regardless of:

- Whether the hire occurs without further involvement of the Agency;
- Whether the position differs from the originally contemplated role;
- Whether employment is structured as temporary, trial, contract, or permanent.

#### **5. Acknowledgment and Acceptance**

By submitting payment of the Registration Fee and/or Placement Fee and engaging the services of Heart Centered Nannies LLC, the Family acknowledges that it has:

- Read and understood this Agreement;
- Had the opportunity to seek independent advice if desired;
- Voluntarily agreed to be legally bound by these terms.