

OUR GOOD NANNY1, LLC
CLIENT AGREEMENT (REFERRAL, BOOKING & PAYMENT PROCESSING)
This Client Agreement (this "Agreement") is entered into as of [_____] (the "Effective Date") by and between Our Good Nanny1, LLC, a Florida limited liability company ("OGN1," the "Agency," "we," "us," or "our"), with its principal office in St. Petersburg, Florida, and
[_____] ("Client," "you," or "your"), located at
[_____]("Client' Adress").OGN1 and Client may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. OGN1 provides referral and booking coordination services that connect families with independent childcare providers ("Nannies").
B. Client desires to use OGN1 to identify and schedule a Nanny for Client's household.
C. The Parties desire to allocate responsibilities and risks consistent with OGN1's limited role as a referral, booking coordination, and payment processing service.
Therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions

1.1 "Nanny" means any childcare provider introduced, referred, booked, scheduled, or otherwise connected to Client through OGN1.
1.2 "Engagement" means any shift, booking, or period during which a Nanny provides childcare services for Client.
1.3 "Client Hourly Rate" means the single blended hourly amount charged to Client for Nanny time, as stated in the written booking confirmation and/or invoice.
1.4 "OGN1 Service Fee" means OGN1's service portion equal to $3.00 per hour actually worked, embedded within the Client Hourly Rate.
1.5 "Nanny Portion" means the portion of the Client Hourly Rate payable to the Nanny, calculated as Client Hourly Rate minus OGN1 Service Fee.
1.6 "Mileage Charge" means amounts billed to Client for approved mileage incurred in connection with an Engagement, calculated at the rate specified in Exhibit B.
1.7 "Care Requirements" means Client's written instructions, restrictions, permissions, and household rules, as completed and signed by Client in Exhibit A.
1.8 "Weekend" means Saturday and Sunday.
1.9 "Holiday" or "Holidays" means national holidays in the United States where it is generally accepted that businesses and schools are closed or operating on reduced schedules and the day is commonly treated as a non-working day. OGN1 will designate the applicable Holiday(ies) for a specific Engagement in the written booking confirmation and/or invoice.
1.10 "Claimed Damages" means the total compensatory monetary amount demanded by a Party in a dispute, exclusive of attorneys' fees, costs, interest, and any request for punitive, exemplary, or statutory multiple damages.

2. Scope of Services; No Childcare Services by OGN1

2.1 Referral and Booking Services. OGN1 will use reasonable efforts to identify prospective Nannies aligned with Client's stated needs and facilitate introductions and scheduling/booking.
2.2 No Childcare by OGN1. Client acknowledges OGN1 does not itself provide childcare. Childcare is performed by the Nanny.2.3 No Supervision/Control. Client acknowledges OGN1 does not supervise or control the manner or means by which any Nanny performs childcare during an Engagement.
2.4 Client's Sole Decision. Client is not required to accept any referral or booking. Client is solely responsible for selecting and using any Nanny.

3. Care Requirements; Orientation; Updates

3.1 Care Requirements Required. Before the first Engagement and as updated as necessary, Client shall complete, sign, and provide the Care Requirements in Exhibit A.
3.2 Transmission Only. Client authorizes OGN1 to transmit the Care Requirements to the Nanny. Client acknowledges OGN1's role is limited to transmission and coordination.
3.3 Client Orientation. Client shall review the Care Requirements directly with the Nanny at the start of each Engagement (and thereafter as needed), including emergency procedures, allergies, and safety rules.
3.4 Changes. Client shall promptly notify OGN1 of any changes to Care Requirements.

4. Medication Policy

4.1 General Rule (No Medication). Nannies are not authorized to administer medication to any child.
4.2 Limited OTC Exception (Fever/Cough Only; Written Authorization Required). Client may authorize administration of limited over-the-counter medication for fever or cough only if Client completes the OTC authorization section in Exhibit A.

4.3 No Prescription Medication. Client acknowledges no Nanny is authorized to administer prescription medication under this Agreement.
4.4 Emergency Response. Client authorizes the Nanny to seek emergency assistance (including calling 911) when the Nanny reasonably believes a child needs urgent medical attention.
4.5 No Medical Advice. OGN1 and Nannies do not provide medical advice.

5. Screening; No Guarantee

5.1 Screening Steps. OGN1 may perform screening steps and/or obtain information from third parties regarding Nannies.
5.2 No Warranty. Screening reduces but does not eliminate risk. OGN1 makes no representations or warranties regarding any Nanny's suitability, reliability, competence, or fitness.
5.3 Client Due Diligence Encouraged. Client is encouraged to independently interview and assess Nannies.

6. Rates; Fees; Payment Flow; Mileage Pass-Through

6.1 Rate Set by Nanny; Blended Rate Billed by OGN1. Client acknowledges the Client Hourly Rate is based on the hourly rate set by the Nanny, taking into account experience, expertise, and engagement requirements and is billed to Client by OGN1 as a single blended hourly rate.
6.2 Rate Communicated in Writing at Booking. OGN1 will communicate the Client Hourly Rate to Client in writing at booking, and Client agrees the written booking confirmation will control in the event of a discrepancy.
6.3 Embedded OGN1 Service Fee. For each hour actually worked, OGN1 retains the OGN1 Service Fee of $3.00/hour, embedded within the Client Hourly Rate.
6.4 Client Payment to OGN1. Client shall pay all amounts due directly to OGN1 using the payment methods OGN1 makes available.
6.5 Remittance to Nanny by OGN1. After Client's payment is received and processed, OGN1 will remit the Nanny Portion to the Nanny.
6.6 Mileage (Billed to Client; Passed Through to Nanny). If transportation is authorized in the Care Requirements and mileage is incurred for child-related transportation during an Engagement:
• Client shall pay OGN1 the Mileage Charge, itemized on the invoice.• OGN1 will pass through the Mileage Charge to the Nanny as reimbursement.
• Mileage will be billed at $2.50 per mile('Mileage rate'), unless otherwise stated in the written booking confirmation/invoice.
6.7 Minimum Shift Requirement. Each Engagement is subject to a minimum billing requirement of four (4) consecutive hours. If Client schedules or uses fewer than four (4) hours of childcare services, Client shall nevertheless be billed for the four-hour minimum at the applicable Client Hourly Rate. Client acknowledges that this minimum booking requirement is intended to ensure fair compensation for the Nanny's reserved time, travel, and availability.
6.8 Disputed Charges. Client shall notify OGN1 in writing within [5] business days of invoice receipt of any good-faith dispute, specifying the disputed line items and basis. Client shall timely pay all undisputed amounts.

7. Weekend and Holiday Premium Rates

7.1 Premium Rates; Generally. Engagements scheduled on a Weekend and/or Holiday may be subject to a premium hourly rate (a "Premium"). Any Premium applies only to hours actually worked that fall on the applicable Weekend day(s) and/or Holiday.
7.2 Weekend Premium. For any hours actually worked on a Weekend, Client shall pay a weekend hourly rate equal to the Client Hourly Rate otherwise applicable to the Engagement, plus an additional Premium of $[____] per hour.
7.3 Holiday Premium. For any hours actually worked on a Holiday, Client shall pay a holiday hourly rate equal to the Client Hourly Rate otherwise applicable to the Engagement, plus an additional Premium of $[____] per hour.
7.4 Written Booking Confirmation Controls. OGN1 will disclose any applicable Premium in the written booking confirmation (or invoice). The written booking confirmation/invoice will control as to whether a Premium applies and the amount of the Premium for that Engagement.
7.5 Allocation of Premium; Embedded Service Fee. Any Premium paid by Client is included in the amounts paid by Client to OGN1. Unless otherwise stated in the written booking confirmation/invoice, OGN1 will retain its embedded $3.00/hour OGN1 Service Fee for each hour worked, and the balance (including the Premium net of the OGN1 Service Fee) will be remitted to the Nanny.
7.6 Overnight Sleeping Care**.** When all child(ren) are sleeping and no active childcare is required, Client shall be charged a flat overnight rate of $260 per overnight shift**,** unless otherwise stated in the written booking confirmation or invoice.
7.7 Awake Child(ren); Active Care. **If** any child is awake and requires active childcare**,** the Nanny's negotiated hourly rate shall apply for the period of active care, together with the $3.00/hour OGN1 Service Fee**.**
7.8 Change from Sleeping to Active Care. If the child(ren) transition from sleeping to active care during the overnight Engagement, the applicable rate shall change accordingly for the period of active care.
7.9 Overnight Period. The start and end times covered by the $260 flat overnight rate shall be stated in the written booking confirmation and/or invoice.

8. Invoicing; Payment Due Dates; Late Fees; Collections

8.1 Payment Due Date. Unless otherwise stated on an invoice:
• weekly invoices are due by 5:00 p.m. each Wednesday for the prior workweek; and
• one-time services and group events are due in advance as stated in the invoice/booking confirmation.
8.2 Late Fees. Late payments incur an additional late fee of $80 per day for each day payment remains unpaid after the due date, to the fullest extent permitted by law.
8.3 Collections. Client shall be responsible for all reasonable costs of collection, including attorneys' fees and court costs, to the fullest extent permitted by law.
8.4 Chargebacks and Reversals. If any payment is reversed, disputed, or charged back, Client remains responsible for all amounts due, plus any fees assessed to OGN1.

8.5 No Direct Payments to Nannies. Client shall not pay Nannies directly unless OGN1 provides prior written consent in writing. Any unauthorized direct payments do not reduce Client's obligations to OGN1.
9. Cancellations; Early Returns
9.1 Late Cancellation. If Client cancels a scheduled shift with less than 24 hours' notice, Client will be charged the full scheduled shift.
9.2 Early Return. If Client returns home one (1) hour or less before the scheduled end time, Client will be charged through the scheduled end time.
9.3 Health Exception. OGN1 may, in its reasonable discretion, waive the cancellation fee for illness of a household member or child.

10. No Circumvention; Direct Hire; Liquidated Damages

10.1 No Negotiation of Rates with Nanny. Client shall not discuss, negotiate, or alter rates, fees, or compensation directly with any Nanny introduced by OGN1. All compensation and business terms must be handled through OGN1.10.2 No Private Arrangements. Client shall not engage, solicit, or arrange childcare services directly with any Nanny introduced by OGN1 during the term of this Agreement and for six (6) months following the last Engagement involving that Nanny, unless OGN1 provides prior written consent.
10.3 Circumvention Liquidated Damages. If Client breaches Section 10.2, Client shall pay OGN1 $2,500 as liquidated damages (not a penalty), representing a reasonable estimate of OGN1's losses.
10.4 Direct Hire Release Fee. If Client hires a Nanny privately within six (6) months of referral/introduction, Client shall (a) notify OGN1 in writing and (b) pay OGN1 a release fee of $2,000.

11. Two-Week Notice; Early Termination Fee

11.1 Notice Requirement. If Client elects to discontinue OGN1 services, Client shall provide at least two (2) weeks' prior written notice.
11.2 Early Termination Fee. If Client ends OGN1 services without the required notice, Client shall pay OGN1 $1,200 as liquidated damages (not a penalty).

12. Communications Protocol; In-Shift vs. Outside-of-Shift; Anti-Circumvention(Harmonized)

12.1 In-Shift Communications Permitted. Client and Nanny may communicate directly during an Engagement for operational childcare purposes, including child updates, safety matters, emergencies, confirmations necessary to perform the Engagement, and other matters reasonably necessary for childcare during that Engagement. Client's preferred in-shift communication method, check-in expectations, and emergency contact chain shall be stated in the Care Requirements (Exhibit A).
12.2 Outside-of-Shift Communications Must Go Through OGN1. Except as expressly permitted in Section 12.3, Client shall not contact any Nanny, and Client shall not request or permit any Nanny to contact Client, outside of an Engagement for purposes of booking, scheduling, extending time, changing rates, negotiating compensation, or arranging future childcare services. All such communications must be handled exclusively through OGN1. Client acknowledges this requirement is material to prevent circumvention, ensure proper documentation, and ensure proper payment processing through OGN1.
12.3 Limited Direct Communications Allowed Outside of an Engagement. Direct communication between Client and Nanny outside of an Engagement is permitted only for the following limited purposes (and for no other purpose):
• Return of Forgotten Items. Coordinating the return of items left at the Client's home or in the Nanny's possession (for example, car seats, house keys, children's belongings, or similar items).
• Brief Post-Shift Incident Summary. A brief summary of a safety-related incident or material issue that occurred during the Engagement (for example, injury, illness symptoms, missing child, police/fire/EMS contact, or property damage).
12.4 No Rate Discussions at Any Time. Client shall not discuss, negotiate, or alter rates, fees, or compensation directly with any Nanny at any time. All compensation-related communications must go through OGN1.
12.5 Required Notice to OGN1. If any direct communication occurs outside an Engagement under Section 12.3, Client shall notify OGN1 in writing within twenty-four (24) hours with a brief description of the purpose of the communication. OGN1 may require that follow-up communications be routed through OGN1.12.6 No Waiver. A permitted direct communication under Section 12.3 does not waive Client's obligations under this Agreement, including the non-circumvention provisions, and does not authorize any future direct communications outside the Engagement beyond the limited purposes stated above.

13. Client Responsibilities; Home Safety; Cameras/Recording; Transportation Safety

13.1 Accurate Disclosures and Safe Environment. Client shall provide accurate information regarding allergies, special needs, routines, authorized pickups, and hazards.
13.2 Home Safety; Hazard-Free Premises. Client is solely responsible for maintaining a reasonably safe home environment for children and the Nanny. Without limiting the foregoing, Client shall use reasonable care to identify and address household hazards that could foreseeably cause injury or damage, including tripping/slipping hazards, unsafe stairs/railings, exposed electrical hazards, unsecured pools/water hazards, aggressive pets, and unsafe storage of weapons.
13.3 Cameras and Recording Devices; Mandatory Disclosure; Strong Recommendation; Standing Consent Required.
• Strong Recommendation. OGN1 strongly recommends that Client install and maintain appropriate in-home security cameras in lawful locations as an added safety and accountability measure.
• Standing Consent Required. Client shall complete and sign Exhibit C as a standing household disclosure and consent applicable to the Service Address. Client shall ensure each Nanny signs Exhibit C prior to the Nanny's first engagement at the Service Address and again upon any material change in Recording Devices.
• Annual Renewal. Client shall renew Exhibit C annually upon OGN1 request.
• Allowed Locations; Bathroom Exception. Client shall comply with the permitted/prohibited placement rules set forth in Exhibit C, including the limited bathroom/bathtub exception.
• Client Responsibility; OGN1 Not a Monitor. Client acknowledges that compliance with Exhibit C is Client's responsibility. OGN1 does not monitor, supervise, or verify in-home compliance.

13.4 Transportation Safety; Nanny Vehicle. If Client authorizes transportation in the Care Requirements, Client is responsible for independently evaluating whether the Nanny's vehicle is suitable for transporting the child(ren), including confirming that the vehicle appears safe and secure, that appropriate child restraints are available and properly installed, and that any other Client-required safety items are present.
13.5 Transportation Safety; Client Vehicle Provided. If Client provides a vehicle for a Nanny to use:
• Client is solely responsible for ensuring the vehicle is safe, maintained, insured, properly registered, and suitable for transporting the child(ren), and for providing appropriate child restraints and instructions.
• Client acknowledges OGN1 has no responsibility or liability for the condition, safety, security, insurance, maintenance, or use of the Client vehicle.

14. Allocation of Risk; Disclaimer; Release; Indemnity; Property Damage and Bodily Injury

14.1 OGN1 Not Responsible for Nanny Conduct. To the fullest extent permitted by law, OGN1 shall not be liable for any acts or omissions of any Nanny, including negligence, misconduct, or criminal acts.14.2 No Liability for Bodily Injury. To the fullest extent permitted by law, OGN1 shall not be liable for any bodily injury (including illness, injury, or death) to Client, any child, the Nanny, or any third party arising out of or relating to any Engagement.
14.3 No Liability for Property Damage. To the fullest extent permitted by law, OGN1 shall not be liable for property damage (including damage to Client property, Nanny property, Client vehicle, Nanny vehicle, or third-party property) arising out of or relating to any Engagement.
14.4 No Liability for Transportation. To the fullest extent permitted by law, OGN1 shall not be liable for any claim arising out of or relating to transportation of a child, including accidents, injuries, citations, vehicle damage, or other losses, regardless of whether transportation is in the Nanny's vehicle or the Client's vehicle.
14.5 Care Requirements Noncompliance. Client acknowledges OGN1 does not monitor compliance with Care Requirements and bears no responsibility for any noncompliance by a Nanny.
14.6 Release. To the fullest extent permitted by law, Client releases OGN1 from claims arising out of or relating to any Engagement or the conduct of any Nanny.
14.7 Indemnification by Client. To the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless OGN1 and its members, managers, officers, employees, and agents from and against all claims, damages, losses, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:
• Client's engagement or use of any Nanny.
• Conditions in Client's home and Client's failure to address hazards.
• Client's instructions and Care Requirements.
• Transportation authorized by Client and/or use of any vehicle provided by Client.
• Client's breach of this Agreement.
14.8 Limitation of Liability. To the fullest extent permitted by law, OGN1 shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages.
14.9 Liability Cap. To the fullest extent permitted by law, OGN1's aggregate liability arising out of or relating to this Agreement shall not exceed the total OGN1 Service Fees paid to OGN1 by Client in the three (3) months preceding the event giving rise to the claim.

15. Confidentiality

15.1 OGN1 Confidential Information. Client shall keep confidential OGN1's non-public business information (including pricing structures, scheduling processes, and Nanny information provided through OGN1).
15.2 Privacy. Client shall not publish identifying information or images of any Nanny without written consent.

16. Dispute Resolution; Mediation; Arbitration; Small Claims; Attorneys' Fees

16.1 Good-Faith Negotiation. The Parties shall first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement, any booking, any invoice, or any Engagement (a "Dispute") through informal discussions.
16.2 Mandatory Mediation as Condition Precedent. If the Dispute is not resolved within [10] business days after a Party provides written notice describing the Dispute, the Parties shall submit the Dispute to non-binding mediation in Pinellas County, Florida, before a mutually selected mediator. The Parties shall share mediator fees equally.
16.3 Small Claims for Claims of $8,000 or Less. If mediation does not resolve the Dispute, and the Claimant's Claimed Damages are $8,000 or less, the Dispute shall be brought exclusively in small claims court in Pinellas County, Florida, to the extent the Dispute is within the court's subject-matter jurisdiction and procedural limits.
16.4 Binding Arbitration for Claims Greater Than $8,000 (AAA). If mediation does not resolve the Dispute, and the Claimant's Claimed Damages are greater than $8,000, the Dispute shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA")under the AAA's Commercial Arbitration Rules (or, if applicable and elected by AAA, its Consumer Arbitration Rules) then in effect, except as modified by this Agreement.
16.5 Arbitration Procedures; Locale; Award. The arbitration shall be conducted before one (1) arbitrator. The seat and hearing locale shall be Pinellas County, Florida, unless the Parties agree otherwise in writing. Judgment on the arbitration award may be entered in any court of competent jurisdiction.
16.6 Injunctive Relief. Notwithstanding the foregoing, OGN1 may seek temporary, preliminary, or permanent injunctive or other equitable relief in a court of competent jurisdiction in Pinellas County, Florida to protect Confidential Information or enforce the non-circumvention obligations.
16.7 Prevailing Party Attorneys' Fees and Costs. In any action, proceeding, arbitration, or small claims case arising out of or relating to a Dispute, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees and costs, including arbitration fees and administrative costs, mediator fees (as reallocated by the tribunal to the extent permitted), court costs, and reasonable expenses of enforcement.

16.8 Governing Law. This Agreement is governed by Florida law, without regard to conflict-of- laws rules.

17. Miscellaneous

17.1 Entire Agreement. This Agreement (including Exhibits A–C) constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements and understandings.

17.2 Severability. If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect, and the provision shall be modified to the minimum extent necessary to be enforceable.

17.3 Amendments. Any amendment must be in writing and signed by both Parties.

17.4 Assignment. Client may not assign this Agreement without OGN1's prior written consent.

17.5 Electronic Signatures. Electronic signatures are effective.

18. Signatures

EXECUTED AT St. Petersburg, Florida.

Client:/s/_____Date:_____

Name: _____

Address: _____ Email:_____

OUR GOOD NANNY1, LLC
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