



Child Care Professionals

PLACEMENT AGREEMENT

Child Care Professionals, Inc., an Ohio corporation, hereafter referred to as "CCPI", hereby enters into this Placement Agreement with the undersigned, hereinafter collectively referred to as "Parent."

The parties agree as follows:

A. Scope of Services

1. CCPI recruits individuals with previous experience or training in child and companion care.
2. CCPI professionally screens child care providers (hereinafter referred to as "Providers") regarding educational qualifications, local police record, if any, validity of Provider's driver license, if applicable, and personal references.
3. CCPI assists Providers in scheduling Infant and Child CPR course work.
4. CCPI refers a Provider to Parent based on the information derived from the Child Care Registration Form.
5. CCPI provides temporary child care Provider placement services to Parent based on availability.

B. Relationship of CCPI, Parent and Provider

CCPI is not the employer of the Providers it places. The Provider chosen by Parent becomes the employee of Parent. Parent and Provider define the duties to be performed. They negotiate the final wage scale. CCPI will suggest wage guidelines based on the education and experience qualifications of the Provider selected by Parent.

CCPI is not liable for any losses, liabilities, damages, costs or expenses which may be incurred as a result of the relationship entered into between Parent and Provider. Parent hereby indemnifies and holds harmless CCPI against all losses, liabilities, damages, costs and expenses (including attorneys' fees) which may be sustained by CCPI based on or arising from the employment arrangements entered into between parent and Provider or the performance of services by CCPI hereunder.

C. Consideration for Services Provided.

CCPI and Parent agree that CCPI will be compensated for the services described in Section A as follows:

1. A non-refundable registration fee per current fee schedule ("Registration Fee") is required upon execution of this Agreement, and shall be payable annually thereafter for each year that Parent wishes to utilize the temporary services of CCPI.
2. Parent shall pay a placement fee per current fee schedule ("Fee") due prior to the Provider's start date with Parent. Family shall be invoiced accordingly, with payment due

prior to provider's start date. CCPI reserves the right to charge the family's credit card on file.

3. For a temporary position with a finite start and end date, parent shall pay a daily fee for each day the Provider renders child care, per the current fee schedule. If Parent requests a change from temporary to long-term placement, the long-term Placement Fee will be immediately due, per current fee schedule.
4. CCPI strives to refer the most compatible Provider possible to accommodate the particular needs of Parent. CCPI recognizes that circumstances may arise necessitating the termination of the relationship. Criminal misconduct, gross negligence, breach of the Child Care Agreement or incompetence in performing the duties required constitute justifiable grounds for termination. Termination of a full-time long-term placement for justifiable grounds may qualify Parent for another placement at a reduced fee as described below. However, such conduct does not give rise to any liability on the part of CCPI.

CCPI will earn the entire Placement Fee stated above unless (i) employment is terminated by Parent for justifiable grounds as defined above within 90 days or (ii) the Provider resigns within 90 days for reasons other than a breach by Parent of the Child Care Agreement, change in job description, nondisclosure of material information or other similar reason. In such event, CCPI will attempt for 90 days to secure a replacement. If CCPI is unable to secure a replacement during such time period, CCPI shall retain the entire Placement Fee and shall have no further obligation hereunder. If a replacement Provider is found within the 90 day period, CCPI will issue partial credit (based on the duration of the prior placement) toward the subsequent placement. Parent must (i) notify CCPI in writing within 5 business days of the resignation or termination and explain the basis for such termination, and (ii) pay the CCPI Placement Fee prior to the Provider's start date, or all rights to a replacement and/or reduced Placement Fee shall be null and void.

5. CCPI's fees for temporary placement for positions by the day, evening, overnight, week or month will be charged per current fee schedule, by credit card when a job order is processed. (Parents who have obtained long term child care from CCPI under C.2. or C.3. above need pay no additional registration fee for a temporary placement during the one year period following the date of this Agreement. Thereafter, a registration fee shall be payable annually to obtain the temporary placement services of CCPI hereunder.) Temporary placement fees are per current fee schedule and are refunded only if the provider is unable to fulfill the commitment and a replacement cannot be found. If any temporary placement subsequently accepts a permanent position with Parent, a permanent Placement Fee shall be immediately due and payable. Parent shall promptly notify CCPI of the occurrence of any such event.

D. Miscellaneous Terms:

1. Once Parent and Provider have been brought together by CCPI, Parent agrees that should the parties enter into a long-term employment relationship with one another outside of this agreement between Parent and CCPI, Parent shall be liable to pay CCPI the Placement Fee as described in this agreement. Similarly, Parent shall not contact directly any CCPI provider for temporary services and shall be responsible for paying CCPI's fees for temporary placement should Parent obtain directly the temporary services of a Provider identified by CCPI.

2. In consideration of the benefits provided to Parent by CCPI, and in consideration of CCPI's valuable and unique service, Parent agrees that it will not compete with CCPI by sharing with other parents or agencies information/names of temporary or permanent Providers identified by CCPI or by operating a referral service in competition with or attempting to recruit providers or parents away from CCPI for a period of two years following the termination of the relationship entered into herein with CCPI. Should Parent do so and Provider is hired, Parent shall be responsible for payment of the corresponding Registration and Placement fees, per current fee schedule, to CCPI.

3. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and any successors or assigns.

IN WITNESS WHEREOF, CCPI and Parent have signed this Agreement on this _____ day of _____, _____.

CHILD CARE PROFESSIONALS, INC.

PARENT

By _____

By _____

Please return completed Placement Agreement via:

Email: thoffman@childcareprofessionals.com

Mail: 3524 Edwards Road Cincinnati, OH 45208