

HIRING AGREEMENT

BY THIS AGREEMENT

made and entered into this _____, day of _____, 20____, by and between _____ (hereunder referred to as EMPLOYER, and ICONNEL, INC., EMPLOYMENT AGENCY (hereafter referred to as ICONNEL) for the consideration and promises described herein, the Employer and ICONNEL, intending to be legally bound hereby, do hereby mutually agree as follows:

- 1) **The EMPLOYER** hereby agrees to hire ICONNEL as the employment agency broker, through which the EMPLOYER hereby agrees to employ selected candidates, who's CREDENTIALS EMPLOYER FINDS SATISFACTORY, on (start date) _____ (hereinafter referred to as EMPLOYEE(S) referred by ICONNEL at the EMPLOYER'S request, in the capacity of performing duties as a domestic worker UNDER THE CONDITIONS AND TERMS MUTUALLY AGREED UPON BY AND BETWEEN the EMPLOYER AND the EMPLOYEE(S), as written in the JOB DESCRIPTION.
- 2) **The JOB DESCRIPTION**, typed or hand written by the EMPLOYER, which will be provided to the Employee and ICONNEL at the inception of this agreement. This description is subject to change with consent of the EMPLOYER, EMPLOYEE, and ICONNEL.
 - a) **New York Residents:** ICONNEL is NOT a Home Care Service Agency as defined by New York State regulations. Therefore, some candidates being considered are not certified home health aides or are not or licensed or certified by the New York Department of Health as home health aides.
 - b) **Connecticut Residents:** ICONNEL is NOT a Home Health Agency as defined by Connecticut State regulations. Therefore, some candidates being considered are not certified home health aides or are not or licensed or certified by the Connecticut Department of Health as homemaker home health aides.Unless otherwise indicated, all candidates have a minimum of two (2) years of experience in their profession as an elderly companion or caregiver.
- 3) **EMPLOYEE PERFORMANCE.** If the employee's performance is not satisfactory, then ICONNEL will make its best effort to continuously provide new employees until this agreement is cancelled.
- 4) **EMPLOYER** agrees to authorize a representative of ICONNEL to visit the primary job location within twenty-four (24) hours notice to the EMPLOYER for the purpose of ensuring the accuracy of all the information and the records provided by the EMPLOYER to ICONNEL.
- 5) **COMPENSATION DUE TO EMPLOYEE.** The EMPLOYER will pay the employee directly.
 - a) The EMPLOYER will pay the employee directly.
 - b) The employee will be required to work _____ hours per day for _____ days per week, and in return the Employer agrees to pay the employee a salary \$ _____ NET per week, and to provide room and board for a live-in employee.
 - c) The EMPLOYER is responsible for compliance with all Federal, State and Local Labor and Wage regulations as required by the geographic location in which the EMPLOYEE will be working, including and not limited to payroll taxes and workman's compensation insurance.
- 6) **FEES DUE TO ICONNEL.**
 - a) The EMPLOYER agrees to pay the fee to ICONNEL using the payment method listed below, which will be an amount equal to the following (Check one):
 - i) _____ \$55 per week for each Employee set forth in Paragraph five (5), working 20 hours per week or less.
 - ii) _____ \$110 per week for each Employee set forth in Paragraph five (5), working over 20 hours or live-in 5-7 days per week.
 - b) The initial four (4) installments to be applied towards the first four weeks of services in the amount of \$ _____ will be charged immediately upon signing this agreement and is nonrefundable even if agreement is broken or cancelled before start date.
 - c) EMPLOYER understands that unpaid accounts result in immediate termination of services and will be considered in default after 30 days after which interest will be imposed at one and one-half percent per month on any unpaid balances. (ANNUAL PERCENTAGE RATE (18%). EMPLOYER agrees to pay interest and the cost of collection, including reasonable attorney's fees, incurred by ICONNEL, INC in collecting the outstanding obligation.
- 7) **CONFIDENTIALITY.** All information provided to the Employer involving job applicants is proprietary and owned by ICONNEL. Any dissemination of this information in any form to third parties is strictly prohibited. In the event that a registered ICONNEL job applicant is hired by a third party as a result of information attained through ICONNEL, the Employer agrees to pay the standard ICONNEL agency fee and the Agreement remains in full force.
- 8) **LIABILITY AND INDEMNITY.** EMPLOYER understands and agrees that ICONNEL is not responsible for any acts of negligence caused by EMPLOYEE(S), and hereby releases and agrees to indemnify ICONNEL from any and all acts, omissions, or conduct of the Employee. EMPLOYER further agrees to indemnify and hold ICONNEL harmless from any and all claims arising out of Employees conduct, whether negligent, intentional or otherwise.

- 9) **TERMINATION.** The EMPLOYER may terminate this agreement at ANY TIME as long as all EMPLOYEES placed by ICONNEL to the EMPLOYER are no longer working for the EMPLOYER. The EMPLOYER agrees to give at least (7) days written notice to employee and ICONNEL prior to terminating the employee's employment and terminating this agreement with ICONNEL. Otherwise, this agreement is valid until one year from the start date (_____) and renews automatically for one (1) year unless notification is provided as stated herein. Notification must be given at least two (2) weeks prior to the expiration of this agreement.
- 10) **ARBITRATION.** All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then obtaining, and the judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
- 11) **SEVERABILITY.** If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the EMPLOYER and ICONNEL's intention. All remaining provisions of this Contract shall remain in full force and effect.
- 12) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Employer and ICONNEL and supersedes any prior understand or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing by ICONNEL by letterhead indicating the document as an amendment, signed by an authorized representative.
- 13) **METHOD OF PAYMENT OF AGENCY FEES ONLY.** (Employee is paid separately and directly by the CLIENT)

Credit Card

Number: (Mastercard Visa Only)		Expiration Date	SIC Code
Street Address of Cardholder			
City	State	Zip	
Authorization Signature			

OR

Bank Account

Bank Name		Circle One:	Checking	Savings
ABA Routing Number		Account Number		
Street Address of Bank Account Owner				
City	State	Zip		
Authorization Signature				

THIS AGREEMENT is entered into as of the day and year first written above, along with initial four nonrefundable four (4) installments as specified in Paragraph 6b.

EMPLOYER _____ DATE: _____
Signature

Name Printed

ICONNEL _____ DATE: _____
Signature

Name Printed