

# Loving Nannies Inc.

## San Diego's Premiere Nanny Referral Service

1639 Haydn Dr. Cardiff By The Sea, Ca 92007

Phone/Fax: (800) 682-8154 or Back up fax: 760-632-9252

[www.lovingnannies.com](http://www.lovingnannies.com) email: [info@lovingnannies.com](mailto:info@lovingnannies.com)

### Family Application and Agreement

Thank you for choosing Loving Nannies to assist in finding your family a nanny. Please take a few moments to read over and sign our Family Application and Agreement. You will then need to fax it back to our office at (800) 682-8154 or e-mail your application to [info@lovingnannies.com](mailto:info@lovingnannies.com). It is very important that you call us to make sure that we received your completed application. If you have any questions, please call us. We are here to help!

#### Family Information:

Family Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Home Address: \_\_\_\_\_

Email: \_\_\_\_\_

Occupation(s): \_\_\_\_\_

Do either or both parents work from home? Yes or No

What are the ages and names of your children?

- 1.
- 2.
- 3.
- 4.

How did you hear about us? \_\_\_\_\_

May we e-mail you candidate profiles? Yes or No

May we have the candidates call you for phone interviews? Yes or No

Which number can they contact you at? \_\_\_\_\_

What type of domestic help are you looking for? (Circle applicable)

Part Time Nanny / Full Time Nanny / Live-In Nanny / Housekeeper / Baby Nurse  
Nanny/Housekeeper / Babysitter / Mommy's helper / Household Manager  
Eldercare / Tutor / Cook

When are you looking for the person to start? \_\_\_\_\_

Do you have an age preference? Yes or No If so, what is the age range? \_\_\_\_\_

Do you require that the nanny drive? Yes or No

Will they be driving the children to/from school and activities? Yes or No

Please list the schools your children and activities your children attend:

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Do you require the nanny to speak clear and fluent English? Yes or No

Are there any other languages in addition to English that you would like the nanny to know? \_\_\_\_\_

Do you require the nanny to have a specific education level? Yes or No

If so, please explain what type of degree or credentials you are looking for:

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What are the hours needed for your job?

Monday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Tuesday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Wednesday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Thursday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Friday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Saturday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Sunday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

If the job is live-in, what are the living arrangements for nanny? (I.e. separate room/bath, separate apartment, furnished, unfurnished, cable, phone etc...)

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If the nanny is a live-in, can she go home on her days off? Yes or No

What pay are you offering? (Nannies generally make \$10-\$18/hr)

\$ \_\_\_\_\_ /hr

\$ \_\_\_\_\_ /wk

Do you provide any benefits for the nanny? Yes or No (Paid vacation, sick days, health insurance, paid Holidays, 2 weeks notice etc...)

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Are you willing to pay the nanny a gas allowance if she uses her car? Yes or No

Do you require light housekeeping, heavy housekeeping or no housekeeping at all?  
(Circle one)

If you require heavy housekeeping, please describe the housekeeping duties you need:  
(mopping, vacuuming, laundry, ironing, changing linens, bathrooms etc..)

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Do you require the nanny to run errands? Yes or No Please list the errands.

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Would you be willing to provide a car for work use? Yes or No

Would you allow a nanny to bring a child of their own? Yes or No If so, what age? \_\_\_\_\_

Do you require the nanny to travel? Yes or No

Do you have a pet? Yes or No If so, what kind? \_\_\_\_\_

Please describe your family's lifestyle, interests and activities.

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### How it works

1). Loving Nannies offers part time nannies, full time nannies and live-in nannies. There are different costs, depending on what type of nanny you need. Please take a look at the costs of each type of nanny. This fee is for interviewing & screening prospective nannies, which includes reference and background checks, as well as making sure that you only interview nannies who match your specific criteria. All prices include a 1 year guarantee and 1 standard background check. The background investigation includes a Social Security Number Trace, a 1 County Criminal Check in the main city of residence, a Sex Offenders Check and a Department of Motor Vehicles Report.

Below is the total cost for using Loving Nannies referral services.

1 year Babysitting Membership	\$750
Part time nanny (29 hours or less per week)	\$1000
Full time nanny (30 hours or more per week)	\$1250
Live-in nanny (nanny who lives in)	\$1500
Temp Per Day	\$50 per day
Temp Per Week	\$250 per week

Note: Anything over 1 month is the regular price. If you are a repeat client, please ask about our repeat client discount! Also, there are discounts if you are getting more than 1 nanny.

2). Simply, complete this Contract and Service Agreement. You can do this over the phone with a Loving Nannies representative, or you can fax or e-mail it to us. If we take your application over the phone, we require that you fax the agreement to our offices soon after. As soon as we get the upfront payment and retainer of \$250 and a signed agreement, we can begin your search.

3). Your Loving Nannies representative will search our extensive database of caregivers, and contact those that most closely match your family's needs. We will refer qualified applicants who, in our discretion, meet the family's needs and desires. We will NOT discriminate on the basis of race, religion, age, or gender or make any referral that is for an unlawful purpose.

4). Your Loving Nannies representative will e-mail or fax you perspective nanny profiles that match your criteria. You can then call the nannies that you feel are good matches and interview them in person at your home, office or additional place you are comfortable with. You will need to call us every few days to let us know how the process is going and if you need more candidates to interview. Most families will get to interview 3-6 nannies before making a selection.

5). When you find the nanny you'd like to hire, you make a conditional job offer. If the nanny accepts your offer, then his/her background check will be started immediately and she can usually start within 3-5 days. If you decide to let the nanny start prior to receiving the background check, this is your sole decision, and we suggest that you wait until the background check results come in. In some cases, the background check may take longer to get in due to circumstances beyond our control. E.g. Some cities/states take longer to run than others.

6). As soon as you hire your caregiver referred by Loving Nannies, your credit card will be charged the placement fee. This payment will include the cost of 1 background investigation. The credit card may be charged before the nanny's background check is back. This is because once you choose a nanny, we do not send her to any other families and she is "booked" for your job. If the background check comes back and you are not happy with the results, then you can keep interviewing nannies for your position. In the case that you do not pick one of our nannies, then you will receive the placement fee back within 7 days. The upfront fee is non-refundable, unless a Loving Nannies representative has agreed to, and initialed a clause in your contract. Any complaints will be written, turned in within 7 days after hiring the nanny, and then evaluated by the owner.

7). Upon hire, it is essential that we perform a professional background check on your caregiver, in addition to using Trustline. As soon as a conditional offer of employment has been made to the nanny you choose, Loving Nannies performs a thorough background investigation. The background investigation includes a Social Security Trace (confirms social security number and checks past residency), a 1 County Criminal check in the primary County of residence, a Sex Offender Check and a report from the Department of Motor Vehicles. Loving Nannies believes this to be a thorough check. If you would like additional background information; such as a credit report or an additional County criminal check, Loving Nannies will be glad to perform additional checks for you. You may want to run your own separate background investigation with a separate company as well. Loving Nannies can only run Criminal checks in the United States. This check may take up to 2 weeks to get back, but usually no more than 5 days.

### **Contract and Service Agreement**

Loving Nannies is a professional referral service specializing in the placement of caregivers including but not limited to nannies, babysitters, and mother's helpers hereinafter called Loving Nannies or Service. You are a family looking for a caregiver and wish to have Loving Nannies provide you with pre-screened caregiver referrals hereinafter called Client.

1). Loving Nannies locates, screens, and interviews caregivers for the purpose of providing quality referrals to families looking for a caregiver. Loving Nannies performs a thorough interview and attempts to check all references prior to referring a caregiver, however, Client acknowledges that they are directly and ultimately responsible for their employee selection, all reference checking, and all results they experience with that employee. We will make all reasonable efforts to verify all information provided by the perspective childcare provider. In some cases, references are out of town or too busy to return our phone calls right away. In few instances (especially with new nannies) you may speak with a family references before we do. This seldom happens.

2). Client agrees to thoroughly interview candidates, check and verify all nanny references, and wait until receiving the background check before starting any nanny. Upon selection, it could take up to 2 weeks or longer to receive the background check. Any additional background checks or services will not be included in our finder's fee. If you decide to use the nanny before the background check is retrieved, then you are holding Loving Nannies harmless for any liability arising out of the employment of that nanny.

3). Client acknowledges and agrees that Loving Nannies accepts no responsibility for the employee selection made by Client. It is understood that Loving Nannies is a referral service only and won't be held liable for damages resulting from theft, property damage, improper care, crime or any other wrongful actions by a caregiver. Thus, Loving Nannies does not bond or insure any candidate who is referred. You will hold Loving Nannies and its officers, directors, shareholders, employees and agents harmless for any claims of liability arising out of the employment of any applicant referred to you by Loving Nannies.

4). Client is completely and fully responsible for the employee selection and their legal and financial duties as an employer. We do not employ the nanny. The entire process of employment is strictly between the family and the applicant. Loving Nannies acts solely as a referral and screening service and does not undertake any responsibility for the process of employing a Nanny. Loving Nannies will not be responsible for any employment related government requirements including but not limited to, social security, health insurance, tax withholding, worker's compensation, disability insurance, or unemployment insurance. Upon your acceptance of an applicant, you will have a direct employment relationship with them whereby you assume all employer responsibilities under the law. It is agreed that Loving Nannies will not be involved, directly or indirectly, in the employment agreement between the applicant and the Family.

Pursuant to California law you are hereby being informed by Loving Nannies that "We are not the employer of any domestic worker referred to you. They may be your employee or an independent contractor depending on the relationship you will have with him or her. You may have employer responsibilities, including employment taxes and worker's compensation, under state and federal law. For additional information contact your local Employment Development Department and the Internal Revenue Service."

5). Client agrees to pay \$250 to Loving Nannies as a retainer to begin a caregiver search. Upon selection and employment of a caregiver provided by Loving Nannies, Client agrees to pay the placement fee of \$500 for a babysitter (under 10 hours per week), \$750 for a part time nanny (under 29 hours per week), \$1000 for a full time nanny (over 30 hours per week) and \$1250 (for a live in nanny), for a total of \$750 (for a babysitter), \$1000 (for a part time nanny), \$1250 (for a full time nanny), and \$1500 (for a live in nanny). If it is a temporary placement, Client agrees that Loving Nannies will charge the credit card the total amount due as soon as the service agreement is received and initiated, thus there are no refunds if you decide not to use the temporary nanny.

6). If Client is not fully satisfied with the caregiver referred within 365 days of placement, Loving Nannies will provide additional placement services for 1 caregiver replacement at no charge. If client finds a nanny outside of using Loving Nannies services or decides that they do not need a nanny for whatever reason, then Loving Nannies has no obligation to refund any part of the finder's fee. Loving Nannies will not refund any part of the finder's fee at any time after finding the client a nanny. In the event that the nanny does not work out within 365 days, the client must call Loving Nannies and ask for a replacement. Loving Nannies will try their best to find client a replacement free of charge within 45 days (includes 2 weeks notice). If Loving Nannies is not able to find client a replacement within 45 days, Loving Nannies will continue looking, but will not issue any monetary refunds. You will be responsible for the cost of an additional background investigation on your replacement nanny/babysitter and for miscellaneous expenses totaling \$100. This fee will be paid as soon as you have picked your replacement nanny.

7). In the event that Loving Nannies is unable to find a suitable caregiver for Client within 45 days of signing this agreement, Loving Nannies will continue Client's search until we find a suitable placement or until we are notified of cancellation. The upfront \$250 is non-refundable and considered a processing/application fee and pays us for the legwork behind your initial search. Once you pick a nanny and the finder's fee is charged, there are no monetary refunds at any time. If you have any questions, please inquire within.

8). If Loving Nannies does not hear from client within 5 days after starting the process, or at any time during the process, Loving Nannies has the right to assume that the client has successfully hired a nanny through Loving Nannies, and thus client will be charged. If client uses the nanny more than the program they signed up for allows, then client will pay Loving Nannies the difference of the two programs. Furthermore, if client takes a nanny referred at any time by Loving Nannies and does not tell Loving Nannies, that client will be charged 2x the total nanny fee.

9). In the event that Loving Nannies does not receive payment of what is owed, client agrees to pay for all court and lawyer fees associated with non-payment. If client issues a charge back on their credit card, client agrees to pay for all bank and merchant account charges associated with the charge back. Client agrees that as soon as they sign this Contract and Service Agreement, Loving Nannies immediately begins looking for suitable candidates and services are immediately being rendered.

10). Client agrees to all the terms listed above and acknowledges this to be a binding contract. Client must provide Loving Nannies with a valid credit card number, including expiration date, at the commencement of this Service Agreement as a guarantee of payment and Client hereby authorizes Loving Nannies to place charges on said account in accordance with this Service Agreement. This Service Agreement remains in effect for a minimum of 1 year or until either party notifies the other in writing that they would like to terminate the agreement.

I hereby irrevocably agree to the above terms and conditions of this agreement and authorize charges to the following credit card as provided in the foregoing Service Agreement.

Credit Card Number: \_\_\_\_\_ Expiration Date \_\_\_\_\_

Circle: Visa MasterCard Security Code: \_\_\_\_\_

Name as it appears on Card:  
\_\_\_\_\_

Billing Address:  
\_\_\_\_\_

Authorized Signature:  
\_\_\_\_\_

- If you would like to extend your guarantee period to 2 years for an additional \$600 check here \_\_\_\_\_.
- If you are a repeat client check here to receive \$50 off any program \_\_\_\_\_.