

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 Alternate Fax: 760-632-9252

www.lovingnannies.com E-mail: 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. 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: _____

E-mail: _____

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.

Do any of your children have special needs? _____

If so, please explain: _____

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

Do you have a vehicle for the nanny to use? 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:

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:

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...)

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...)

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..)

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

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.

How Loving Nannies Works

About Us

Loving Nannies has been placing nannies since 2000 and has an A+ standing with the Better Business Bureau and is an accredited member. In addition, we have been featured in multiple publications such as San Diego Family Magazine and San Diego Magazine as a standout nanny agency. We are the only San Diego nanny agency that has been guest speakers on both KUSI and FOX 6 News channels. There are many nanny agencies that come and go, but we have held an excellent reputation for over 12 years and that is why Loving Nannies is San Diego's leading nanny agency.

The Process

Loving Nannies offers a wide range of nanny referral services such as part time, full time, live-in and out nannies, night nannies, newborn specialists, elderly caregivers and babysitters. We make sure that all candidates are adequately screened and interviewed in person at our office, have excellent references, undergo National background checks and have updated CPR and First Aid.

- 1). Simply, complete the Family Application 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 Family Application over the phone, we require that you fax the Service Agreement to our offices soon after. As soon as we get the signed Service Agreement and upfront fee of \$250, we will begin your search.
- 2). Your Loving Nannies representative will search our extensive database of screened caregivers and contact those that closely match your family's needs. We will carefully refer to you qualified caregivers who meet your family's qualifications, requirements and needs. Most clients receive hand picked caregiver profiles within 1-3 days.
- 3). Upon receiving caregiver profiles, you will then call the caregivers that you feel are good matches and interview them in person. If you would like, Loving Nannies can also set up the interviews for you. Either way, you will need to call or e-mail us every few days to let us know how the process is going and if you need more caregivers to interview. Most families will easily get to interview 3-6 caregivers before making a selection.
- 5). When you find the caregiver you'd like to hire, we recommend trying them out (with a parent in the home) for up to 2 days before making a job offer. If you are content with your caregiver after your trial, then a job offer will be made. At this time, we will initiate background checks. The National criminal check usually takes 3-5 days to complete, while Trustline can take up to 3 months to get back if the caregiver is newly registered. After we confirm employment with you and the caregiver, the caregiver will be booked for your job and your credit card will be charged the finder's fee.
- 6). Loving Nannies will fax or mail you the background check and your caregiver can officially start!

Please read and sign the Loving Nannies Service Agreement below and fax it back to **(800) 682-8154** to start your search. You can also e-mail the application to info@lovingnannies.com. We look forward to finding you a loving nanny and we thank you for your valued business.

Sincerely,
Loving Nannies Staff

Loving Nannies Service Agreement

Loving Nannies is a professional referral service specializing in the placement of caregivers including but not limited to nannies, babysitters, baby nurses 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'. All nannies, babysitters and caregivers are hereinafter called 'Caregiver'.

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 personally interview candidates, check and verify all references, and wait until receiving the background check before hiring any Caregiver. Upon selection, it could take up to 2 weeks or longer to receive the background check, however in most cases it takes 2-5 business days. The background check includes a Social Security Number Trace, Address History Search, National Criminal and Sex Offender Check and a Department of Motor Vehicles Report. International criminal searches can also be done on request and are not included in our finder's fee. The background check is in addition to Trustline. The candidate will be given information on Trustline at our interview and it is assumed that they have registered; however, it is ultimately up to the client to make sure the Trustline has been completed. 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 negligence or 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. Client further agrees that any dispute that arises between Client and Loving Nannies, its agents, its nanny candidates or any of its employees and/or Principles shall be resolved through final and binding arbitration, in accordance with the rules and regulations of the American Arbitration Association. The arbitration shall be conducted in San Diego County at the San Diego Superior Court Branch located in Vista, CA. Each party will split the cost of the arbitration filing fee, hearing fees, and cost of the arbitrator and will bear its own attorney's fees. Client understands and agrees that the arbitration shall be used instead of any civil litigation and that this means that Client is waiving the right to a jury trial as to any such claims. Client further understands and agrees that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

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 Caregiver. Loving Nannies will not be responsible for any employment related government requirements including by 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".

6). Client is allowed to try out any nanny referred by Loving Nannies at their own discretion for up to 2 days. If client decides to try out the nanny longer without notifying Loving Nannies and/or paying the finder's fee, then client will be charged a usage fee of \$50/day for using that nanny. Client must notify Loving Nannies that they are using and have hired a nanny through phone, fax or e-mail. Client additionally acknowledges that a background check is not initiated until Loving Nannies receives confirmation that the nanny is hired and there is a job offer. In some cases, the nannies may already have a background check and/or Trustline if the nanny has already been placed through Loving Nannies.

7). Loving Nannies charges certain fees for referring a Caregiver. There is a non-refundable application fee of \$250 to begin your Caregiver search. Upon hiring a Caregiver, Client shall pay to Loving Nannies a finder's fee equivalent to one (1) month salary (4.33 weeks) of the Caregiver's gross salary or Nine Hundred Dollars/ (\$900.00), whichever is greater. For temporary services, Client shall pay \$300/week upfront or (1) month salary, whichever is less. The finder's fee is due and payable when the client hires a Caregiver, regardless of the start date. Client agrees that Loving Nannies will charge the credit card the total amount due as soon as the service agreement is completed and the Caregiver is hired. 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.

All fees are non-refundable, earned in full, and due and payable when a Caregiver is hired. If Client fails to pay the fees when they are due, Loving Nannies will charge interest of 10% annual percentage rate (.833% pre month of the unpaid balance) until all fees are paid. This interest is on top of the daily usage fee of \$50/day. If Client's credit card is canceled, declined, expired or fails to work properly, Client will immediately give Loving Nannies a new credit card and authorization to charge the new credit card. Furthermore, if Client's account is turned over to a collections agency, all fees and interest, including but not limited to attorney's fees and any/all costs incurred relating to collection activity will be added to Client's original balance and become payable to Loving Nannies. Finally, Client agrees to pay Loving Nannies \$100 for any returned check.

8) As soon as we receive confirmation that you have hired a Caregiver referred by Loving Nannies, your credit card will automatically be charged the finder's fee. This payment will include the cost of 1 background check. 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.

9). 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 (unless the client subjects nanny to unreasonable or illegal working conditions and/or fails to pay the nanny for days/hours agreed upon). 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 paying \$100 for the cost of an additional background check and miscellaneous administration fees incurred for your replacement nanny. This fee will be charged to the credit card on file (or you may provide a new credit card) as soon as you have picked your replacement nanny.

10). 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 replacement 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.

11). If client takes a nanny referred at any time by Loving Nannies and does not tell Loving Nannies, Client will be charged 2x the total nanny fee. 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. 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.

12). Client agrees to all the terms listed above and acknowledges this Service Agreement as 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 2 years.

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.

Today's Date: _____

Credit Card Number: _____ Expiration Date _____

Circle: Visa MasterCard Security Code: _____

Name as it appears on Card: _____

Authorized Signature: _____

Billing Address: _____

- If you would like to extend your guarantee period for an extra 6 months and pay an additional \$600 check here _____.
- If you are a military, a teacher or a repeat client, check here for your 10% discount _____. (Discounts cannot be used with other ongoing promotions or discounts).