

### About Loving Nannies

Loving Nannies has been placing nannies since 2000 and is an A+ accredited member of the Better Business Bureau. We have been voted Best Nanny Agency multiple years in a row and have been featured in multiple publications. The owner, Wendy Pierce, has been a guest speaker on both KUSI and FOX 6 News.

### How Loving Nannies Works

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. All candidates are adequately screened and interviewed in person at our office, have excellent references, undergo extensive background checks and have CPR and First Aid.

- 1). Simply, complete the Family Application and Service Agreement. As soon as we get the signed Service Agreement ( you can fax or email it to us) along with a credit card for the upfront application fee of \$500, we will begin your search.
- 2). We will search our extensive database of screened nannies and contact those that match your family's needs. We will refer to you nannies that meet your family's qualifications, requirements and needs. Most clients receive hand picked caregiver profiles within 1-5 days.
- 3). Upon receiving nanny profiles, you will then call the nannies that you feel are good matches and interview them in person. You will need to call or e-mail us every few days to let us know how the process is going and tell us if you need more nannies to interview. Most families will easily get to interview 3-6 nannies before making a selection.
- 4). When you find a nanny you'd like to hire, we recommend trying them out (with a parent in the home) for up to 5 days before making a job offer. If you are content with your nanny thereafter, you will then make a job offer and we will initiate the background check. This usually takes 3-5 days to get back. As soon as you confirm with us that you have hired a nanny, we will charge your credit card the placement fee.
- 5). Loving Nannies will fax or e-mail you the background check and your caregiver can officially start!

We look forward to finding you a loving nanny and we thank you for your valued business. Sincerely~Wendy and Sara Pierce (mom & daughter team)

**Loving Nannies Inc.**

Premier Nanny & Babysitting Agency

Serving Orange County & Los Angeles

Phone: (323) 352-9200/ Fax: (760) 820-2709

Website: [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 (760) 820-2709 or e-mail your application to [info@lovingnannies.com](mailto:info@lovingnannies.com). We look forward to finding you a loving nanny!

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  
If so, full time or part time?

\_\_\_\_\_

What are the ages and names of your children?

- 1.
- 2.
- 3.
- 4.
- 5.

Do any of your children have special needs? Yes or No/ 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 /

Newborn Specialist/ Housekeeper / Babysitter / Mommy's helper

/Household Manager /Elderly Care / 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 the 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 \$18-\$25/hr depending on experience as well as the number of children and job responsibilities).

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

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

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

---

---

---

Are you willing to give 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 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

Do you require the nanny to travel? Yes or No /Passport Required? Yes or No

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

---

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

---

---

---

---

---

---

---

---

## Loving Nannies Service Agreement

This Service Agreement (“Agreement”) is entered into between Loving Nannies, Inc. (“Loving Nannies”) and Client. Loving Nannies is a professional referral service engaged in the placement of caregivers, including nannies, newborn specialists, babysitters, and mother’s helpers (collectively referred to as “Caregiver”). Client is a family head in need of Caregiver services, who seeks to engage Loving Nannies to provide pre-screened Caregiver referrals. This Agreement is effective as of the date of Client’s signature hereto.

1. Scope of Services. Loving Nannies locates, screens and interviews prospective Caregivers to provide referrals to Client. Loving Nannies provides Client with profiles and contact information of prospective Caregivers for Client to interview and employ. Upon Client’s notification to Loving Nannies of a Caregiver selection, Loving Nannies will initiate a background check for the selected Caregiver. The background check includes a Social Security Number Trace, Address History Search, National Criminal and Sex Offender Check, County Criminal Searches in all counties the nanny has resided in, a Federal County records search and a Department of Motor Vehicles Report (the “Background Check”). Any additional background checks or services will not be included in Loving Nannies’ fee and will be charged separately. If the Caregiver has registered with Trustline, Loving Nannies will provide the Trustline report to Client. Loving Nannies gives all Caregivers information on Trustline, however, it is the family's sole responsibility to confirm that Caregiver has completed Trustline registration and confirm it has gone through since the process can take up to 3 months.

2. Client Selection of Caregiver. Client decides which candidates they would like to interview with, and Client makes the ultimate decision regarding the employment of Caregivers. While Loving Nannies screens Caregivers, Client is responsible for checking references, interviewing, selection, and for the results experienced with the hired Caregiver. Client agrees not to commence any Caregiver’s employment until Loving Nannies has completed the Background Check and submitted the results to Client. Any hiring of a Caregiver by Client without notification to Loving Nannies shall be a material breach of this Agreement. Client is solely responsible for reviewing and interpreting the Background Check results, and Loving Nannies does not provide counseling services regarding Background Check results.

3. Client Employment of Caregiver. Client will create an employer-employee or independent contractor relationship with the hired Caregiver, depending on the circumstances of the engagement. Client is responsible for negotiating compensation with the Caregiver, and for complying with all applicable employment laws, including but not limited to social security, health insurance, tax withholding, worker's compensation, or unemployment insurance. Loving Nannies is a referral resource, and does not directly or indirectly employ Caregivers in any form, and it does not render employment or legal advice to Client.

4. Trial Period. Client may temporarily employ any Caregiver for a period not exceeding five (5) days. If Client employs a Caregiver on a trial basis exceeding five days, Loving Nannies will charge Client \$50/day. Client shall notify Loving Nannies upon the commencement of any Trial Period.

5. Fees to Loving Nannies. A non-refundable Application Fee of \$500 is charged to commence the Caregiver search. The Application Fee is assessed regardless of whether Client ultimately hires a Caregiver. Any fees paid to Loving Nannies are separate from wages paid by Client to Caregiver, and wages are negotiable between Client and Caregiver (\$18-\$25/hour for daytime and \$20-\$35/hr for overnight newborn care is customary, depending upon job requirements ). Upon hiring or booking a Caregiver, the following Placement Fee is owed to Loving Nannies, depending on the nature of the engagement:

Long-Term Full or Part Time Nanny Placement	20% of nanny's total annual gross pay or \$5,000 whichever is greater.
Overnight Newborn Specialist	25% of nanny's gross pay due upfront at time of booking.
Regular Babysitter (same person) & List Of Back Up Babysitters.	\$1500/year
Temporary Nanny	\$50/day (per 12 hours)

Client's credit card on file will be charged upon confirmation that Client has hired a Caregiver referred by Loving Nannies. The Placement Fee is due when Client hires or books the Caregiver, not when the Caregiver commences working. This payment will include the cost of a Background Check. A Caregiver selected by Client is not referred to any other families, and is reserved for Client's sole

employment. Loving Nannies immediately commences work upon receipt of the Placement Fee, and it is deemed earned upon receipt. No refund is available if Client elects not to use Caregiver's services after commencement. If Client fails to pay the fees when they are due, Loving Nannies will charge interest of 10% annual percentage rate (.833% per month of the unpaid balance) until all fees are paid. Client agrees to pay Loving Nannies \$150 for any returned check.

6. Caregiver Substitution. If Client is not fully satisfied with the Caregiver within 180 days of the commencement of employment, Loving Nannies will provide placement services so Client may select one alternate Caregiver, for a period of up to 45 days. No Placement Fee will be charged for substitution services, but a Background Check fee of \$150 will be assessed. Any further substitutions, or time exceeding 45 days, will require an additional Placement Fee. This provision is void if the employed Caregiver is subjected to unreasonable or illegal working conditions, or if Client fails to pay Caregiver for services rendered. Client must notify Loving Nannies of the need for replacement within one year of the commencement of Caregiver's employment.

7. Limitation of Liability. Loving Nannies accepts no responsibility for Client's selection of any Caregiver, or for any Caregiver's conduct or performance. Loving Nannies is a referral service only and is not liable for claims arising from theft, property damage, improper care, crime or any other wrongful actions by a Caregiver. Loving Nannies does not bond or insure any Caregivers because they are employed by Client. Client holds Loving Nannies and its officers, directors, shareholders, employees, agents and attorneys harmless for any claims arising out of the employment of any Caregiver referred to Client.

8. Dispute Resolution. In the event of any dispute arising out of or related to this Agreement, the judicial action shall be located in the County of San Diego. If the claim is outside the jurisdiction of small claims, venue shall be in the North County Division of the Superior Court of San Diego. The prevailing party shall be entitled to reasonable attorney's fees and costs. If the action is disputed in small claims court, the prevailing party shall be entitled to reasonable attorney's fees incurred in preparing for the hearing.

9. Choice of Law. This Agreement shall be governed by the laws of the State of California.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and any prior or contemporaneous agreements or

understandings, written or oral, are merged into and superseded by this Agreement.

11. Modification. This Agreement can only be modified in writing, signed by both parties. Any oral modifications are invalid.

12. Unenforceability of Terms. If any provision of this Agreement is found to be unenforceable by a court, that provision shall be stricken and the remainder of this Agreement shall remain valid and binding.

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 \_\_\_\_\_ Security Code: \_\_\_\_\_

Circle:      Visa              MasterCard

Name as it appears on card:

\_\_\_\_\_

Authorized Signature:

\_\_\_\_\_

Billing Address:

\_\_\_\_\_