

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 1st Place-Best San Diego Nanny Agency by Ranch & Coast Magazine multiple years in a row and have been featured in multiple publications such as San Diego Family Magazine and San Diego Magazine. We have also been guest speakers 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 Hellosign, fax or email it to us) along with a credit card for the upfront fee of \$250, 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. Please call or email us every few days and let us know how the process is going. 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 2 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 email 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 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 Hellosign our Family Application and Agreement. You can also fax it back to us at (760) 820-2709 or e-mail your application to 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.

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 / Newborn Specialist/ Babysitter / Mommy's helper /Household Manager /Housekeeper / 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? (Daytime nannies generally request \$18-\$23/hr, overnight newborn specialists request \$25-\$45/hr and after school nannies request \$20-\$25/hr with a 4 hour minimum). Factors such as number of children, housekeeping, errands and job responsibilities will affect the pay rate.

\$ _____ /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? Yes or No

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.

Do you require the nanny to travel? Yes or No If so, is a passport required? Yes or No

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

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 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 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.

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 candidate 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. If the Caregiver has registered through the third-party Trustline service, Loving Nannies will provide the Trustline report to aid with Client’s investigation. Loving Nannies does not warrant or represent that any Caregivers have completed the Trustline registration.

3. **Client Employment of Caregiver.** Client will create an employer-employee relationship with the hired Caregiver. 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, tax or legal advice to Client.

4. Trial Period. Client may temporarily employ any Caregiver for a period not exceeding two (2) days (unless approved by the owner). Anything over 2 days may be charged at a rate of \$50/day at Loving Nannies' discretion. Client shall notify Loving Nannies upon the commencement of any Trial Period.

5. Fees to Loving Nannies. A non-refundable Application Fee of \$250 is charged to commence the Caregiver search. The Application Fee is assessed regardless of whether the 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. If Client enters into a working relationship with any nanny referred by Loving Nannies for a period of one year, Client agrees to pay Loving Nannies its full placement fee. If client refers any nanny referred by Loving Nannies to any other individual, family or business, Client agrees to be responsible for the full placement fee.

Upon hiring or booking a Caregiver, the following placement fee is owed to Loving Nannies, depending on the nature of the engagement:

Full-time Caregiver (over 25 hours/week)	\$3,250
Part-time Caregiver (under 24 hours/week)	\$2,250
Live-in Caregiver	\$3,750
Babysitter (under 10 hours/week)	\$1,250
Overnight Newborn Specialist	25% of nanny's gross pay
Temporary Nanny	\$50/day (not to exceed 12 hours/day)

* Overnight newborn specialists and temporary nanny fees may be substituted for a flat fee determined by the owner. Please inquire within for a quote.

Client's credit card on file will be charged the placement fee upon confirmation that Client has hired a Caregiver referred by Loving Nannies. This payment will include the cost of a Background Check.

1. Caregiver Substitution. If Client is not fully satisfied with the Caregiver within 180 days of the commencement of employment, Loving Nannies will attempt to provide replacement services for one additional Caregiver. No placement fee will be charged for substitution services, but a background check fee of \$100 may be assessed. Any further substitutions, or search time exceeding 45 days, will require an additional placement fee. Loving Nannies will refer no more than 2 qualified Caregivers. The substitution

clause will be deemed void if Caregiver is subjected to unreasonable or illegal working conditions, or if Client fails to pay Caregiver for services rendered.

2. **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, bad judgement, any and all claims related to COVID-19 or any other wrongful actions by a Caregiver. Client will use their own judgement drawn from their personal interview, own verification of references and work trial days. Loving Nannies does not bond or insure any Caregiver. Client employs the Caregiver, not Loving Nannies. 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.

3. **COVID-19 Waiver of Liability.** Loving Nannies informs the nannies of COVID-19 safety precautions and recommended practices. Due to COVID-19, some of our normal screening practices such as interviewing nannies in person may be temporarily halted due to safety precautions. In lieu, nannies will be thoroughly vetted through phone and/or video calls. All other screening measures will remain the same.

- A. Client agrees to take all reasonable and necessary precautions to protect themselves and others from the spread of COVID-19
- B. Client is voluntarily allowing the nanny and/or nannies to enter their home to interview, conduct a trial and/or work. Client understands that the nanny will be in close contact with themselves and their child(ren). Client acknowledges that there are certain risks associated with COVID-19 and that they are assuming a risk by allowing nannies in their home.
- C. Client agrees that they will inform the nanny, after the date this document is signed, if there is a change in their own health condition or knowledge that potentially puts others at risk or invalidates the representations made in this document.
- D. Client acknowledges the contagious nature of COVID-19 and understands that due to some people being asymptomatic that a nanny could unknowingly expose the Client/family/child(ren) and that such exposure or infection may result in personal injury, illness, permanent disability and even death. Additionally, Client/family/child(ren) could unknowingly expose the nanny.
- E. Client hereby releases, discharges, holds harmless, and agrees not to sue Loving Nannies, its employees, agents, and representatives for any claims related to COVID-19.

4. **Dispute Resolution.** In the event of any dispute arising out of or related to this Agreement, the judicial action shall be located 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.

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

6. 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.

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

8. 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.

Client's Signature: _____ Today's Date: _____

Active duty or retired military, teacher, essential worker or repeat client, check here for 10% discount
_____.

Credit Card Number (Visa or MasterCard): _____

Expiration Date _____ Security Code: _____

Billing Address: _____

Name as it appears on card:

Authorized Signature for credit card:
