

About Loving Nannies

Loving Nannies opened in 2000, and has been operating longer than any other nanny agency that's open today in San Diego! We have an A+ standing with the BBB and have been voted Best San Diego Nanny Agency multiple years in a row. Additionally, we've been featured in multiple family publications and have been guest speakers on both KUSI and FOX 6 News.

How Loving Nannies Works

Here are the easy steps to finding a loving nanny!

- 1). Simply, complete and sign our Family Application and Service Agreement. You can Hellosign, fax or email it back to us with a credit card for the upfront application fee of \$250. As soon as we receive your application and payment we will start on your search.
- 2). We will search our extensive database of screened nannies and contact those that match your family's needs, qualifications and requirements. Usually within 1-5 days our clients will receive hand picked nanny profiles.
- 3). You will call the nannies directly that you feel are the best matches and interview your favorites in person. We ask that you update with us every few days to let us know how the process is going. Most families will easily interview a few nannies before making a selection.
- 4). When you find a nanny you'd like to hire, we recommend inviting them over for a 2 day trial with a parent in the home (one day/ night for our newborn care specialists). If you're happy with the nanny's performance, you'll make a job offer. We then initiate the background check (3-5 day turnaround) if the nanny is new to our agency or we'll update their background check if they're already with us. As soon as you receive the background check and we've confirmed with the nanny that she's accepting your job, we'll book her for your job and charge the placement fee.
- 5). Your nanny is hired!

We look forward to finding you a loving nanny and we thank you for your valued business.

Sincerely,

Team Loving Nannies

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 sign our Family Application and Agreement. You can fax it back to us at (760) 820-2709 or e-mail it 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): _____ / _____

Does either parent work from home? Yes or No - Full 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 email you candidate profiles? Yes or No

May the candidates call you? Yes or No

Phone: _____

When are you looking for the person to start? _____

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

Part Time Nanny / Full Time Nanny / Live-In Nanny / Newborn Care Specialist/
Babysitter/ Mommy's Helper / Housekeeper-Nanny / Household Manager/
Personal Assistant / Manny

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.

What pay are you offering? {The going rates for daytime nannies are \$23-\$30/hr and newborn care specialists are \$30-\$40/hr }. Nannies usually require a 3-4 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...)

Do you require that the nanny drive? Yes or No

Do you have a vehicle for the nanny to use? Yes or N

If the nanny uses her car, are you willing to give a gas allowance? 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

Additional languages : _____

Is there a specific age range you're looking for? _____

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

Please explain the credentials you are looking for:

Circle one: light housekeeping, heavy housekeeping or no housekeeping?

If you require light to moderate housekeeping, please describe the housekeeping duties you need. If you are seeking heavier housekeeping, please include a separate page with all housekeeping duties listed. (mopping, vacuuming, laundry, ironing, changing linens, bathrooms etc.).

If the job is live-in, what are the living arrangements for a 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

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? _____

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

Anything else you would like to tell us that will help us find you the perfect nanny...

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. Paid Trial Period. Client shall notify Loving Nannies upon the commencement of any Trial Period. Client may try out any Caregiver referred by Loving Nannies for up to two days, with the exception of our newborn care specialists who are one day or one overnight. All Caregivers will be paid their regular hourly rate during the trial. If Client continues to use the Caregiver after the trial period, a charge of \$50 per day will be due until the placement fee is paid. This \$50 fee per day will then be added onto the placement fee when Client's credit card is charged.

5. Fees to Loving Nannies. A non-refundable Application Fee of \$250 is charged to commence the Caregiver search. The Application Fee is charged 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 meets and/or employs any Caregiver referred by Loving Nannies, they agree not to refer the Caregiver to any other person(s) for a period of two years, or they will pay Loving Nannies an additional placement fee.

Upon hiring or booking a Caregiver, the following placement fee is owed to Loving Nannies.

Full-time Caregiver (over 30 hours/week)	\$5,000
Part-time Caregiver (under 30 hours/week)	\$3,000
Live-in Caregiver or Nanny/Housekeeper	\$6,500
Babysitter (under 10 hours/week)	\$2,000
Newborn Care Specialist	25% of NCS gross pay
Temporary Nanny	\$1,000 (per month)

(The minimum fee for any nanny placement over one month is \$2,000).

* Overnight newborn care specialists and temporary nanny fees may be substituted for a flat fee determined by the owner. Please inquire within for a quote. Fees for newborn care specialists will be paid upfront as soon as they are booked for your job.

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 (if the nanny doesn't already have Trustline).

6. Caregiver Substitution. If Client is not fully satisfied with the Caregiver within 1 year or 360 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. Client must give Loving Nannies ample time to find a replacement, no less than 45 days. The job description and requirements must remain the same or another placement fee will be required. Loving Nannies will refer no less than two replacement Caregivers. The substitution clause will be deemed void if the original Caregiver is subjected to unreasonable or illegal working conditions, or if Client fails to pay Caregiver for services rendered.

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, bad judgment, any and all claims related to COVID-19 or any other wrongful actions by a Caregiver. Client will use their own judgment 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.

8. COVID-19 Waiver of Liability. 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. Client agrees to take all reasonable and necessary precautions to protect themselves and others from the spread of COVID-19. 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. 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. 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. 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.

9. 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.

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

11. 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.

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

13. 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, retired military, teacher, repeat client, get 10% discount _____

Credit Card Number (Visa, MasterCard or Discover - 3% fee will be added)

C/C: _____ Exp Date: _____ Code: _____

Billing Address: _____

Name as it appears on card: _____

Authorized Signature for credit card: _____