

Nanny Care

Family Application & Agreement

Thank you for choosing Nanny Care Inc. Please fill out the application, and be sure to read and sign the agreement section, then fax or e-mail it back to our office at: **(888) 638-0860** or info@nannycare.com. Please call us afterward to let us know that you faxed it in. The information you provide to us, will help us find you the best, most qualified matches for your family. If you have any questions, please call us. We are more than glad to answer any questions you may have.

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

How did you hear about us? _____

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: _____

May we e-mail you candidate profiles? 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 Elder 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

Are you willing to pay the nanny a gas allowance if she uses her car? 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

Do you require the nanny to run errands? If so, where?

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 \$12-\$20/hr depending on the # of children and job duties) \$ _____ /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...)

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...)

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: _____

Is there anything else you'd like us to know that will help us find you the right fit for your family? _____

Please fill out and sign the Nanny Care Agreement below and fax it back to our office at (888) 638-0860 to begin your search.

Nanny Care Service Agreement

Nanny Care is a professional referral service specializing in the placement of nannies, babysitters, mother's helpers, housekeepers, household managers, personal assistants, tutors and elderly companions hereinafter called Nanny Care and /or World Wide Nanny Inc. For the purpose of this contract, all candidates will be referred to as "Caregivers". You are a family looking for a caregiver, (hereinafter called "Client") and wish to have Nanny Care provide you with pre-screened caregivers.

1. Nanny Care locates, screens, and interviews caregivers for the purpose of providing quality referrals to families looking for a caregiver. Nanny Care performs a thorough in-person 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, confirming all background check results, 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 caregivers) you may speak with a family references before we do. This seldom happens. Client agrees to thoroughly interview each candidate in-person and wait until receiving the standard background check before starting any caregiver referred by Nanny Care. In some instances, Nanny Care may work with other agencies to find a Client a caregiver and thus makes all reasonable efforts to fulfill the service agreement.
2. Upon selection, it could take up to 2 weeks or more to receive the standard background check, however, in most cases no more than 3 days. The background check includes a Social Security Number Trace, a Reference History search, 1 County Criminal Check in the main city the nanny has resided, a sex offender search and a Department of Motor Vehicles Report. 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. If you decide to use the caregiver before the background check results are back, then you are holding Nanny Care harmless for any liability arising out of the employment of that caregiver. This 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. For additional information please visit www.Trustline.org. It is your responsibility and duty to make sure that you are following all regulations regarding hiring a nanny in California.
3. Nanny Care will enroll all nannies in CPR and First Aid courses if they do not already possess a certificate and/or if it needs to be renewed. This can take up to 30 days depending on class openings. We will also submit the candidate to a drug test at client's request. If Client decides to use the caregiver before the results are back, then you are holding Nanny Care harmless for any liability arising out of the employment of that caregiver.
4. Once you have chosen a caregiver then you are given a 1 week paid trial. If we do not hear from you on the 8th day then we will go ahead and automatically charge your credit card the placement fee of 12% for a permanent nanny. If client decides to try out the nanny longer without notifying Nanny Care, then client will be charged a usage fee of \$50/day for using that nanny until the finder's fee of 12% is paid. Client must notify Nanny Care 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 Nanny Care receives confirmation that the nanny is hired and there is a job offer.

5. Client acknowledges and agrees that Nanny Care accepts no responsibility for the employee selection made by Client. It is understood that Nanny Care 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, Nanny Care does not bond or insure any candidate who is referred. You will hold Nanny Care harmless for any liability arising out of the employment of any caregiver referred to you by Nanny Care. Client further agrees that any dispute that arises between Client and Nanny Care, 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.
6. Client is completely and fully responsible for the employee selection and their legal and financial duties as an employer. We do not employ the caregiver. The entire process of employment is strictly between the family and the caregiver. Nanny Care acts solely as a referral and screening service and does not undertake **any** responsibility for the process of employing a caregiver. Nanny Care 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 Nanny Care will not be involved, directly or indirectly, in the employment agreement between the caregiver and the Family.
 - A. Pursuant to California law you are hereby being informed by Nanny Care 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."
7. Client agrees to pay a non-refundable retainer of \$250 to Nanny Care to begin a caregiver search. Upon selection and employment of a caregiver provided by Nanny Care, Client agrees to pay the placement fee of 12% of one year's gross salary. For temporary employment shorter than 90 days, the fee is 25% of the total gross salary paid to employee during employment or \$900, whichever is greater. Client must inform Nanny Care that their position is temporary when they sign up.
8. Client must notify Nanny Care as soon as they hire a nanny. If Client uses the caregiver more hours than originally signed up for, then Nanny Care has the right to charge client the correct amount. If Nanny Care does not hear from Client within 7 days after starting the process, then Nanny Care has the right to assume that Client has successfully hired a nanny and charge the Client accordingly.
9. If Client is not fully satisfied with the caregiver referred within 360 days of placement, Nanny Care will provide additional placement services for one 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 caregiver without the use of Nanny Care's services or decides that they do not need a caregiver for any reason (For example, putting child in preschool or daycare, having a

family member become caregiver, or parent deciding to stay at home with child) then Nanny Care has no obligation to find the Client another caregiver. **Furthermore, there are no monetary refunds for any reason following the original placement of the first caregiver regardless of the length of time the caregiver worked for Client.** In the event that the first caregiver needs to be replaced, the client must call Nanny Care and ask for a replacement caregiver. Nanny Care will use all reasonable efforts to attempt to find a replacement and is obligated to send over no less than 2 replacement caregivers. Should Client seek a replacement, Client agrees to be responsible for the costs of all additional background checks and classes.

10. In the event that Nanny Care 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 agreement, Nanny Care immediately begins looking for suitable caregivers and services are immediately being rendered. Client agrees not to employ or otherwise enter into a contractual agreement with any Nanny Care caregiver without the full knowledge of Nanny Care. Client agrees to all the terms listed above and acknowledges this to be a binding contract. If client employs a caregiver referred by Nanny Care without informing Nanny Care, then Client agrees to pay Nanny Care 2 times (2x) the total finder's fee.

I have read and agree to all of the above terms and conditions of the "Nanny Care Service Agreement". I understand that this is a binding agreement between two parties. In signing this, I am giving Nanny Care permission to proceed in finding me a nanny.

Print Name _____

Signature _____ Today's Date _____

Billing Information and Payment Type:

Billing Address: _____

City: _____ Zip code: _____

Payment Type: Visa or Master _____ CSC# (3 #'s on back of card) _____

Card Number: _____ Exp. Date: ____/____

Authorized Signature: _____ Today's Date: _____

By signing above you are acknowledging that you have read and understand the entire terms of this agreement. You hereby authorize Nanny Care to charge your credit card in the amount of \$250 (non-refundable) to begin a caregiver search. Upon hiring a caregiver referred by Nanny Care, you are additionally authorizing Nanny Care to charge your credit card for a **final payment** of 12% of one year's gross salary. For temporary employment shorter than 90 days, the fee is 25% of the total gross salary paid to the caregiver during employment or \$900, whichever is greater.