

A Nanny Solution, Inc



"We create happy memories, one giggle at a time!"

Northern California: 88 South Third Street Suite 104
San Jose, CA 95113, (866)-829-2999

www.anannysolution.com_____

Family Application (please print clearly)

Mothers Name_____ Fathers Name_____

Address_____

Mothers Work Phone_____ Occupation_____

Fathers Work Phone_____ Occupation_____

Home Phone_____ Fax_____

Hours away from home_____

Children

Child(ren) Names and Ages

Do any of your children have special needs? If so, be specific:

Position Offered:

_____ Full Time _____ Part Time _____ Full Time Live-In
_____ Full-Time Live out _____ Summer _____ Temporary
_____ Night Nanny _____ Permanent

Do you live in a: _____ House _____ Condo _____ Apartment
_____ Other

Dates you need a nanny: _____ to _____

Please indicate the times you need a nanny:

_____ Monday _____ Tuesday _____ Wednesday _____ Thursday
_____ Friday _____ Saturday _____ Sunday

Does the position require the nanny to drive?

If a vehicle is provided, what type of responsibilities or restrictions will you expect of your nanny?

Is the vehicle an automatic or clutch?

If the nanny's car is required for use what type of reimbursement arrangements will be made? _____

Will the nanny be driving your children?

_____ To School _____ To activities _____ To Friends Homes
_____ From School _____ From Activities _____ From Friends Homes

What is your policy with the nanny accepting phone calls, having visitors, watching television, est.? Please be specific:

Will your children's needs change during vacations, holidays? _____
If applicable, briefly describe the living accommodations that you will be providing to the nanny. Will you providing a private bedroom and/or bath?

What is the salary range?

Monthly _____ Weekly _____ Hourly _____

How will your nanny be paid? _____ Daily _____ Weekly _____ Monthly

Do you require the nanny to do housework?

_____ Children's Rooms _____ Laundry _____ Vacuuming
_____ Master Bedroom _____ Bathrooms _____ Dusting
_____ Mopping _____ Misc.

Will your nanny be responsible for cooking meals?

_____ Breakfast _____ Lunch _____ Dinner
_____ Snacks

Does your family have any pets? _____

Will your nanny be responsible for the animal's care? _____

Please describe the primary responsibilities of the nanny:

Please describe a typical day for your nanny:

Please indicate any further comments, special needs, or concerns:

Please provide two character references:

Name: _____ Phone: _____
Name: _____ Phone: _____

A Nanny Solution, Inc. would like to Thank you for taking the time to fill out this application.

By signing below, I am stating that I have filled out this application to the best of my knowledge and can change any remarks at any time.

Signature: _____

Signature: _____

Please email the completed application to Jessica at Jessica@anannysolution.com

To expedite your nanny search please send your deposit/retainer fee to:

Jessica Gillan, President

Payable to: A Nanny Solution

Those wishing to pay via Paypal may send funds to: Jessica@anannysolution.com

For further questions, Please call Jessica Gillan at 866-829-2999

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Employer - Agency Agreement

This agreement is made this day by and between A Nanny Solution Inc. (**hereinafter "Agency"**) and _____ (**hereinafter "Employer"**). Employer has contacted A Nanny Solution, Inc. for the purpose of our Nanny Placement Agency assisting Employer in a search for a Nanny.

I. DESCRIPTION OF SERVICES

Agency will provide the following services in conducting the search for Employer:

1. Phone Interview Employer
2. Obtain Employer Application, Employer Job Order, including Job Description
3. Personal Interview of Prospective Nannies
4. Obtain Resume, Application and References of Prospective Nannies
5. Conduct Background Checks for: Personal References, Immigration Eligibility
6. Verify Nanny current CPR/TB test/chest x-ray
7. Upon Employer hiring of Nanny and receipt of fee, submission of Trustline and Livescan applications, as required by law.
8. Drug screening

The services listed above are the **ONLY** services provided by A Nanny Solution, Inc. It is the sole responsibility of the Employer to hire the Nanny. The role of Agency under this agreement is to perform the services stated above and make Nanny referrals based on all information ascertained during the course of the search outlined in number 1 thru 8 above. All fees associated with 1 thru 8 above are included in the agency placement fee.

II. TERM OF AGREEMENT

This Agreement will remain in effect for 60 days. The agreement is renewable for additional 60-day intervals by written notification to A Nanny Solution, Inc. from Employer.

III. EMPLOYER RESPONSIBILITIES

1. Employer is solely responsible for the decision to hire the Nannies.
2. Employer is solely responsible for the review of all results of the search conducted by Agency, and Nanny interview. Employer is responsible to conduct their own independent investigation of any Nanny hired by Employer.

3. Employer will cooperate with Agency in ascertaining all necessary and accurate information for A Nanny Solution, Inc. to make an informed referral to Employer, including Employer Application, Job Order and Job Description.
4. Employer will pay all fees and costs due to Agency prior to commencement of Nanny's employment by Employer.
5. Employer is responsible for all taxes and workers' compensation insurance related to the Employer-Nanny relationship mandated by federal and state law. Agency cannot give any legal or tax advice. Qualified professionals and appropriate government agencies should be contacted for assistance.
6. Employer will accurately disclose to Agency the length of his or her employment agreement with Nanny, and whether the Nanny has been employed on a part or full time basis (as that term is defined below.) Employer is also obligated to notify Agency if the length or part time/ full time status of said agreement changes within the first twelve (12) months of employment.

EMPLOYER UNDERSTANDS THAT A NANNY SOLUTION, INC. IS NOT THE EMPLOYER OF ANY NANNY REFERRED BY THE NANNY AGENCY.

IV. FEES AND COSTS

All fees and costs must be paid to Agency prior to the commencement of employment of any Nanny referred to Employer by the Agency. The fees and costs are as stated below:

1. Legally Mandated Fees:

By California state law, all applicants must be fingerprinted and background screened and cleared prior to the commencement of services. All fees associated from Trustline (\$124.00 per applicant) and Livescan (\$50.00 per applicant) is included within the placement fees.

2. Fees for Services:

A. Deposits and Retainers

A Nanny Solution requires a \$200.00 deposit to retain a nanny search. The deposit/retainer fee will be credited to the placement fee once a nanny has been selected and a two week trial has been completed. The deposit/retainer fee is NOT credited to those placing a short term, night nanny or on-call nannies. Those placing an on-call nanny are exempt from paying the deposit/retainer fee. Those who submitted a completed application prior to September 1st, 2007 are also exempt from paying the deposit/retainer fee. All placement fees are to be paid in full 24 hours prior to the nanny's official start. (We do not consider a "trial period" with a nanny as an official start)

B. Long-term Employment

Long-term employment is employment for a period of 12 weeks or more. Long-term employment includes both part-time and full-time (as defined below) Nannies. Long-term employment also includes both live-in and live-out Nannies. The Employer's fee for the placement of a Long-term/Full-time Nanny is \$1,700.00 or five weeks gross salary, whichever is greater. The Employer's fee for the placement of a Long-term/Part-time Nanny is \$850.00 or five weeks gross salary, whichever is greater.

C. Short-term Employment

Short-term employment is employment for a period of less than 12 weeks/90 days. Short-term employment includes both part-time and full-time Nannies. Short-term employment also includes both live-in and live-out Nannies. The Employer's fee for the placement of a Short-term Nanny is a minimum of \$500.00 or \$9.00 per day whichever is greater.

D. Daily/ On-Call Employment

Nannies may be available on a daily/on-call basis for which the employment fee for the placement of a daily Nanny shall be \$30.00 per day.

E. Term Conversion

1. If at any time the Employer converts the Nanny from a Long-term/Part-time

employee to a Long-term/Full-time employee , Employer will pay to the Agency the difference between the rate for Long-term/Full-time employment and the rate for Long-term employment.

Part-time employment as provided in provision 2(A) hereof.

2. If the Employer continues to employ a Short-term Nanny beyond the 12 week (short-term) period, the Employer will pay to the Agency the rate as provided in provision 2(A) hereof to be determined by the status of the employee as either a Long term/Full-time employee or a Long-term/Part-time employee, after crediting the employer for the minimum amount of \$500.00 paid pursuant to provision 2(B) hereof.

3. The conversion, as referred to in this provision (D)(1) and (2) shall be considered complete at any time an employed Nanny works in excess of 20 hours a week.

4. All fees for term conversion and placement are to be paid within 24 hours of the nanny's start. A Nanny Solution, Inc. does not charge any fees associated with the delivery of the Employer application and for employer to conduct "trial days". The employer may conduct "trial days" with the prospective nanny for no longer than 2 weeks/14 days.

F. Part-time and Full-time Defined

1. Part-time is defined as an employment arrangement for 20 hours per week or less.

2. Full-time is defined as an employment arrangement greater than 20 hours per week.

3. Flight Costs:

The Employer will pay all flight costs of Nanny for arrival from and return to Nanny's place of origin under all circumstances, with the following sole exception:

a. If the Nanny terminates the employment without reasonable cause, the Nanny will be responsible for the return flight costs.

Termination of Employment:

If the nanny wishes to no longer fulfill her obligation with the employer after 90 days, she will give a full 30 day notice UNLESS safety is a concern. If the Family decides to terminate the nanny's position after 90 days, The Nanny shall receive at least a 30 day notice of termination of employment UNLESS safety is a concern, otherwise if 30 days is not given A Nanny Solution, Inc. requires a full payment to the nanny for 30 days of work for the time in which the nanny was scheduled.

***ALL PLACEMENT FEES AND COSTS ARE TO BE PAID 24 HOURS PRIOR (VIA PAYPAL or CASHIERS CHECK) THE COMMENCEMENT OF THE EMPLOYER/NANNY RELATIONSHIP.**

NO OTHER PAYMENT METHODS ARE TO BE ACCEPTED UNLESS OTHERWISE NOTED IN WRITING. IF THERE IS NO PLACMENT FEE RECIEVED WITHIN 24 HOURS OF NANNY'S COMMENCEMENT OF SERVICES, THE NANNY IS NOT TO PEFORM DUTIES ASSOCIATED WITH A NANNY POSITION. LATE FEES WILL BE CHARGED FOR LATE PAYMENTS.

V. FEE REFUND

Once the decision to hire a Nanny is made, the fees described above are due and payable to A Nanny Solution, Inc. 24 hours prior to the commencement of the Employer-Nanny relationship. Once the decision to hire is made, the fee is entirely non-refundable with the following sole exceptions:

A. In the case of a Short-term Nanny, whether Full-time or Part-time, if the Nanny terminates the employment within the first 14 days of the employment period, without

cause, or is terminated for misconduct, the Employer shall be entitled to one additional Nanny search and no search cost to Employer.

B. In the case of a Long-term Nanny, whether Full-time or Part-time, if the Nanny terminates the employment within the first 90 days of the employment period, without cause, or is terminated for misconduct, the Employer shall choose between a refund of 1/2 of the search fee or obtain an additional search at no additional search fee. This does not pertain to short term employed nannies.

VI. CONFIDENTIALITY

The Employer agrees to keep all information about prospective Nannies confidential. Any disclosure of any information regarding a prospective Nanny which in any way contributes to the Nanny being hired by a third person will result in the Employer being responsible to Agency for all applicable fees and costs set forth under the terms of this agreement. Additionally, Employer's disclosure could subject Employer to damages related to the invasion of Nanny's privacy.

VII. INDEMNIFICATION

Employer agrees to indemnify and hold harmless Agency from any and all claims against Agency arising out of and/or in any way related to this Agreement and/or Employer's agreement with any Nanny. This indemnification and hold harmless agreement will include, but not be limited to, any claims Employer may have or obtain against Nanny, for any acts, omissions or other causes during or after the employment period, whether occurring within the scope of the employment or outside of the scope of employment. This indemnification and hold harmless agreement will also include, but not be limited to, any claims Nanny may have or obtain against Employer, for any acts, omissions or other causes during or after the employment period, whether occurring within the scope of the employment or outside of the scope of employment. Employer agrees to pay all attorneys' fees, expert fees, non-judicially recoverable costs and court costs incurred by Agency in defending itself from any action brought by Nanny or Employer against Agency and/or one another for any and all claims as stated herein.

VIII. NO GUARANTEES

Nothing in this agreement is to be construed in any way as a guarantee of the satisfactory placement of the Nanny hired by Employer. The Employer is solely responsible for verifying all information and all reference supplied by the Agency regarding prospective Nannies, and is responsible for conducting its own independent investigation of any Nanny it hires. The Employee understands that the Employer is solely responsible for the decision to hire the Nanny.

IX. ATTORNEYS' FEES

In the event there is a dispute between the parties hereto arising from this agreement, the prevailing party shall be entitled to recover all attorneys' fees, expert fees, non-judicially recoverable costs and court costs associated with the dispute.

X. CHOICE OF LAW

In the event there is a dispute between the parties hereto arising from this agreement, the Law of the State of California pertaining to contracts entered into and to be performed in the State of California shall control as to the resolution of all issues which may arise in a legal action commenced as a result of the dispute. Any actions commenced for any dispute arising out of this agreement shall have as its sole, proper and exclusive venue the

appropriate court within Santa Clara County, California.

XI. INCORPORATED DOCUMENTS

The Employer application, Job Order and Job Description are to be attached hereto and are incorporated as part of this agreement as if set forth fully herein.

XII. ENTIRE AGREEMENT

This agreement and those documents referred to in provision XI above make up the entire agreement between the parties. No other documents nor agreements whether written or oral are part of this agreement. This agreement supersedes all other oral or written agreements between the parties hereto, which may be claimed to exist. This agreement may not be assigned by Employer to any person without Agency's prior written consent.

XIII. EXECUTION

The undersigned agree that they have fully read and understand each provision set forth in this agreement and acknowledge same by their signatures below.

Dated: _____ Dated: _____
Employer: _____ Agency: _____

Please email to:
Jessica Gillan, President & CEO
Jessica@anannysolution.com

For further questions, Please call Jessica Gillan at 866-829-2999