

**A Nanny Solution, LLC**

www.anannysolution.com

"Takes One To Know One!"

Office: (408)-981-0504

Fax: (408) 904-5721

# FAMILY APPLICATION

*(please print clearly)*

Parent #1		Parent #2	
Home Address	City/Town	State	Zip Code
Home Telephone Number			
Parent #1 Work Phone	Occupation	Parent #2 Work Phone	Occupation
Email	Cell Phone	Home Phone	
Preferred Method of Contact			

**Children**

Name	Age	Special Needs (if so, be specific)

Our family is requesting the following:

- |           |           |                   |                    |
|-----------|-----------|-------------------|--------------------|
| 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 each day:

MON		TUE		WED		THUR		FRI		WEEKEND -SAT		WEEKEND - SUN	
FROM	TO	FROM	TO	FROM	TO	FROM	TO	FROM	TO	FROM	TO	FROM	TO

Does the position require the nanny to drive?      Yes      No

If your family is providing a "nanny car" vehicle for the nanny to use exclusively whole on the job, what type of responsibilities will you expect of your nanny?

If the nanny's car is required for use, please list the method of reimbursement to be paid. \_\_\_\_\_

Will the nanny be responsible for driving your children?	To School	To activities	To friends homes
	From School	From Activities	From friends homes

**For Live In Positions:**

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

Do you need assistance with payroll?

Yes      No

\_\_\_\_\_ Initials

Will your children's needs change during vacations, holidays? If so, please list.

If applicable, briefly describe the living accommodations that you will be providing to the nanny. Will you be providing a private bedroom and/or bath?

**Payment:**

What is the salary range? \_\_\_\_\_ Monthly \_\_\_\_\_ Weekly \_\_\_\_\_ Hourly

How will your nanny be paid? Once a week Once a month Bi-weekly

Do you require the nanny to do housework? *(All housework must relate to the children)*

Children's Rooms Laundry Vacuuming Master Bedroom Bathrooms Dusting  
Mopping Miscellaneous \_\_\_\_\_

Will your nanny be responsible for cooking meals? Breakfast Lunch Dinner Snacks

Does your family have any pets? Yes No If so, please list: \_\_\_\_\_

Will your nanny be responsible for the animal's care? Yes No

Will you provide vacation pay, sick pay and paid holidays Yes No

Does your family own any firearms? Yes No If so, please list location of firearm and ammunition.

Please indicate your family's religious background and languages spoken.

Please describe a typical day for your nanny.

Please describe the primary responsibilities of the nanny:

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

The best nanny for our family would be:

A Nanny Solution would like to thank you for taking the time to fill out this application. By typing my name on the signature line, I am stating that I have filled out this application to the best of my knowledge and the information is indeed correct.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_ Initials

# Employer - Agency Agreement

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

## I. AGENCY 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 which is an optional request by the client
9. Obtain all records associated with Department of Motor Vehicles
10. Call a minimum of three professional references of all nannies prior to submission of family's interview.
11. Assemble a profile referencing the requirements of agency for family to review.
12. Additional Security Background check that is nation wide and Social Security Number verification

The services listed above are the **ONLY** services provided by A Nanny Solution, LLC. 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 12 above. All fees associated with 1 thru 12 above are included in the agency placement fee.

## II. TERM OF AGREEMENT

This Agreement does not expire and will remain in effect indefinitely.

## 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, LLC. 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.**

\_\_\_\_\_ Initials

## 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 non-refundable \$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 will be referenced on the invoice. The deposit is good for one nanny search or 90 days. If you would like an in-home interview, the \$200.00 deposit is due prior to interview. Those placing an on-call nanny are exempt from paying the deposit/retainer fee instead you pay a registration fee. All placement fees are to be paid in full 24 hours prior to the nanny's official start.

#### B. Long-term Employment

Long-term employment is employment for a period of 90 days or more. (Including weekends) 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 10% of the nannies Total Gross Annual Compensation income, or a minimum of \$3,500 whichever is greater. The Employer's fee for the placement of a Long-term/Part-time Nanny is 10% of the nannies total gross annual income or \$2,000 whichever is greater. Family is receiving a credit of \$200 for all permanent placements. "Total Gross Compensation" means the value of all compensation including but not limited to hourly wages, salary, bonuses and the value of all other benefits received by Candidate from Employer. "Total Annual Gross Compensation" is calculated as weekly Total Gross Compensation multiplied by 52 or monthly compensation by 12.

#### C. Short-term Employment & Night Nannies

Short-term employment is employment for a period of less than 60 days, including weekends/2 months. 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 \$950.00 or 20% whichever is greater. Nanny may work up to 2 months/60 days either full-time or part-time as live in or out. (A credit of \$250.00 will be given to the family if they wish to extend their nanny placement to one year and keep the same nanny.) Night Nannies: Night-Nanny/Baby Nurse Placement: \$950 flat fee. And may work up to 60 days/2 months. This also includes 24 hour shifts.

\*Families who hire a Night Nanny and a permanent full time Nanny will receive a discount of \$250 to be subtracted from all placement fees! (Not applicable if family hires the same person for both positions. Will be billed as two separate placements if family hires one nanny to work both full-time and night nannies duties)

\*Once invoice is sent and reviewed by family, the family cannot instantly "switch" to a lesser of placement fee to avoid paying a full placement fee.

#### 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. Before we start your search, a \$50 registration fee is required. The registration fee is an annual fee, and the Employer may renew registration annually from the date of the initial registration in order to continue using the services of A Nanny Solution, LLC., after the first and successive years. If you are a full-time permanent placement client, you will be granted a discount of 50% for on-call nannies only after your full-time placement fee is paid in full. Given the nature of the On-Call service, we can not guarantee the availability of On Call Services or placement of a previous nanny. In the event an Employer wishes to cancel a requested On-Call Nanny, the

client must give 5 days notice, otherwise, the client will be charged for the placement fee and ½ of the nanny's projected income for the time booked. INITIALS

#### 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. If the weekly hours are changed to more hours over the period of 12 months, the Employer will pay the difference to equal 10% of the annual salary. INITIALS
2. If the Employer continues to employ a Short-term Nanny beyond the 60 day (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 \$250.00 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, LLC., 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 7 days/1 week. After trial is complete and the decision to hire is obtained, family must pay all applicable placement fees within 24 hours.

#### F. Part-time and Full-time Defined

1. Part-time is defined as an employment arrangement for 30 hours per week or less.
2. Full-time is defined as an employment arrangement greater than 31 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.

#### 3. 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 her 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 their safety is a concern, otherwise if 30 days is not given A Nanny Solution, LLC. 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 TO THE COMMENCEMENT OF THE EMPLOYER/NANNY RELATIONSHIP.**

**NO OTHER PAYMENT METHODS (Pay Pal, credit card, or check) ARE TO BE ACCEPTED UNLESS OTHERWISE NOTED IN WRITING. IF THERE IS NO PLACMENT FEE RECEIVED 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, LLC. 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 60 days of the employment period, without cause, or is terminated for misconduct, the Employer shall choose between a refund of 70% of the search fee or obtain an additional search at no additional search fee. This does not

pertain to short-term employed nannies. If separation occurs between 61-120 days of hire date, the Employer will receive a 50% credit towards a new search, meaning additional fees will apply for a new search. If separation occurs between 121-180 days of hire date, a 25% credit will be given to conduct a new search.

- C. Once invoice is sent and reviewed by family, the family cannot instantly "switch" to a lesser of placement/fee to avoid paying a full placement fee.

## **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.

**\*Family will NOT email or forward the perspective nannies "profile" to a third party (including the nanny) under any circumstances. This information is highly confidential. And you will be charged a placement fee if a nanny is employed from information being shared with unregistered families of A Nanny Solution, LLC.**

## **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. This application and contract may not appear on any other website for forum without written consent on behalf of A Nanny Solution, LLC. A Nanny Solution will pursue all legal action if application and/or contract is unlawfully reproduced in any way without 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. Please ensure you initial each page, agreeing to each term of contract, listed on each page within this contract. A Pay Pal payment can be sent to [ANannySolution@me.com](mailto:ANannySolution@me.com) of 200.00 to start your search. Or pay by credit card.

Employer	Date	Agency	Date
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Credit card information

Name on Card

Card Type

Card Number

Billing address

Code on the back –

I give permission for A Nanny Solution, LLC to charge my card in the amount of 200.00 to start my search.

Signature