

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	Date of Birth	Special Needs (please 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 |

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

Is your family providing a vehicle for the nanny to use exclusively while on the job? Yes No

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

Will the nanny be responsible for taking your children on public transportation? Yes No

Bus – Yes No Taxi – Yes No Subway – Yes No

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

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 offer any health or dental benefits?

Do you require the nanny to do housework? Children's Rooms Laundry for children Laundry for parents Vacuuming
Master Bedroom Bathrooms Dusting Mopping Dishes Kitchen
Miscellaneous _____

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

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

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

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

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 extensive Background Checks
6. Verify Nanny current CPR test.
7. Drug screening upon request
8. Obtain all records associated with Department of Motor Vehicles
9. Call a minimum of three professional references of all nannies prior to submission of family's interview.
10. Assemble a profile referencing the requirements of agency for family to review.

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 8 above. All fees associated with 1 thru 8 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, LLC 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. Fees for Services:

A. Deposits and Retainers

A Nanny Solution, LLC 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 a two week trial has been completed, to be referenced on the invoice. 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. 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, strictly a probationary period)

B. Long-term Employment

Long-term employment is employment for a period of 120 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 income. The Employer's fee for the placement of a Long-term/Part-time Nanny is 10% of the nannies total gross annual income. Family is receiving a refund of \$200 for all permanent placements.

C. Short-term Employment & Night Nannies

Short-term employment is employment for a period of less than 120 days, including weekends/4 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 \$850.00. Nanny may work up to 4 months/180 days either full-time or part-time as live in or out. (A credit of \$850.00 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: \$750 flat fee (we do not dictate how long night relief will last, no hiring limits.)

*Families who hire a Night Nanny and a permanent full time Nanny will receive a discount of \$500 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.

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 120 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 \$850.00 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. 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 30 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.

2. Termination of Employment:

If the nanny wishes to no longer fulfill her obligation with the employer after 120 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 120 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 (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 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 120 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.
- 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.**

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

