

**A Nanny Solution, LLC.**

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# FAMILY APPLICATION

*(please print clearly)*

Parent #1	Parent #2		
Home Address	City/Town	State	Zip Code
Parent #1 Phone	Parent #2 Phone		
Parent #1 Email	Parent #2 Email		

**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 | Household Manager |
| 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								

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

Will the Nanny be responsible for taking your children on public transportation? \_\_\_\_\_

Taxi \_\_\_\_\_ Bus \_\_\_\_\_ Subway \_\_\_\_\_

\_\_\_\_\_ Initials

**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

Will your children's needs change during vacations, holidays? If so, please list.     Yes     No

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

Please describe a typical day for your nanny.

Please describe the primary responsibilities of the nanny:

Please indicate any further comments, special needs, or

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

## Referral Agreement

A Nanny Solution, LLC (“ANS”) and \_\_\_\_\_ (“Client”) enter into this Referral Agreement (the “Agreement”).

1. Services: Client desires to hire a household employee (“Candidate”) to provide domestic services. ANS is a referral agency and will make reasonable efforts according to applicable law to refer Candidates to Client. However, Client understands and agrees that employing a Candidate is ultimately Client’s decision, and that signing up with or paying ANS does not guarantee that ANS will find a suitable Candidate for Client.

2. Client Is Candidate’s Employer: ANS is not a party to any agreement made between Client and a Candidate. Client understands and agrees that the Candidate’s work schedule, compensation, and the method, manner and means of employment, and any other terms and conditions of employment, will be determined by Client and the Candidate. ANS will not be responsible for the Candidate’s direction, supervision, control or compensation, and ANS is not the Candidate’s employer or co-employer with Client. Rather, Client will be solely responsible for the Candidate’s direction, supervision, control and compensation (including directly paying wages to the Candidate), and Client understands and agrees that Client is the Candidate’s employer. Accordingly, Client understands and agrees that Client will be responsible for all employer related taxes, withholdings, worker’s compensation insurance, obligations and requirements according to applicable law.

3. Confidential Information: Client understands and agrees that, to the maximum extent allowed by law, all information and materials about Candidates are to be kept strictly confidential, are the property of ANS, and are to be used only in conjunction with ANS’s referral services. If Client provides Candidate information to another party and the other party hires or otherwise engages the Candidate without compensating ANS its full fees, Client will be responsible for paying ANS’s full fees as stated in this Agreement as if ANS had placed the Candidate with a client. This includes but is not limited to posting or uploading confidential information to any “mom group or site”, website, community bulletin, or any other public disclosure. **Signed Name** \_\_\_\_\_

4. Fee Schedule: For all Long-Term Placements, Client agrees to pay ANS a non-refundable Registration Fee of \$200 for each placement search. If Client hires or otherwise engages a Candidate, ANS will credit the Registration Fee toward the applicable Referral Fee. Client’s payment of the Registration Fee does not guarantee that ANS will refer or find suitable Candidates for Client, or that Client will be satisfied with any Candidates that are referred.

In the event Client employs or otherwise engages the services of a Candidate referred or introduced by ANS to Client, at any time from within one year of the date of ANS’s referral or introduction of the Candidate to Client, for any position even if not for the position originally sought by Client, Client agrees to pay ANS a Referral Fee according to the following schedule: Initials \_\_\_\_\_

Long-Term Nanny Placements: 15% of the Candidate's Total Gross Annual Compensation (\$2,500 minimum). A Long-Term Placement is any placement expected to last for 60 or more days. This package includes 50% off the Referral Fee for temporary candidates during ANS's search for Client and 50% off the Referral Fee for daily and on-call Candidates after payment of the Registration Fee.

Long-Term Household Manager and Housekeeper Placements: 25% of the Candidate's Total Gross Annual Compensation (\$2,500 minimum). Initials \_\_\_\_\_

Temporary (fewer than 30 days), short-term (fewer than 60 days), daily and or on-call Candidates: Client agrees to pay ANS a non-refundable annual \$100 Registration Fee. Additionally, Client agrees to pay ANS a Referral Fee of 25% of the Candidate's total gross compensation with a \$35 per day minimum Referral Fee. ANS does not guarantee the availability of daily or on-call services or the placement of a previous Candidate. Client understands and agrees that if Client cancels an assignment with a daily or on-call Candidate after a Candidate is confirmed but with fewer than five days' notice before the start of the assignment, Client agrees to pay the Referral Fee and 50% of what the Candidate would have earned for the assignment to ANS. Client agrees that all scheduling of temporary, short-term, daily and on-call Candidates must be done directly with ANS and not with Candidates. Client also agrees that all charges for temporary, short-term, daily and on-call Candidates will be charged to Client's credit card on file with ANS. Initials \_\_\_\_\_

Night Nanny/Baby Nurse: 25% of the Candidate's total gross compensation with a \$35 per day minimum Referral Fee. Due to high-demand, placement fees for the Night Nanny/Baby Nurse will be due upon employment by Employer of the Nanny regardless of the Nanny's commencement date. Initials \_\_\_\_\_

"Total Gross Annual Compensation" includes all compensation in whatever form, including but not limited to hourly wages, salary, bonuses, housing allowances, and the value of insurance and room and board, received by the Candidate from Client per week multiplied by 52, or per month multiplied by 12, regardless of the duration of employment. Initials \_\_\_\_\_

Client agrees to pay ANS the Long-Term Referral Fee if Client extends a temporary, short-term, daily or on-call Candidate's employment or other engagement beyond the agreed upon duration. Client understands and agrees that any fees that Client paid to ANS for temporary, short-term, daily and on-call Candidates will NOT be credited toward the additional Long-Term Referral Fee that will be due.

Client agrees to pay ANS a Referral Fee for each Candidate Client employs or otherwise engages according to the terms of this Agreement. Client agrees to pay ANS all fees owed pursuant to this Agreement within five business days from a Candidate's start of employment or other engagement with Client. If the Candidate's compensation increases during the first two years of the placement, Client agrees to inform and pay ANS for any additional compensation according to the terms of this Agreement. Client understands and agrees that Client's hiring or other engagement of a Candidate referred by ANS will constitute Client's acceptance of the terms and conditions of this Agreement even if Client does not return this executed Agreement to ANS.

Except as otherwise stated in this Agreement, all fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement. If any fees or portions thereof are not paid

when due, ANS will charge interest on the unpaid amount of the fee. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid. If Client's account is turned over to an agency or other person or entity for collection, all fees and interest, including but not limited to attorney's fees and costs, incurred relating to the collection activity will be added to Client's original balance, become payable to ANS according to the terms of this Agreement, and Client agrees to pay ANS all such fees, costs, and interest. Finally, Client agrees to pay ANS any charge ANS incurs if Client's check or other payment is returned or refused for any reason.

Client agrees to provide ANS with a valid credit card number, expiration date, security code and other information; understands and agrees that ANS shall charge Client's credit card for all fees and charges owed to ANS if Client fails to pay all fees and charges in a timely manner according to the terms of this Agreement; hereby irrevocably authorizes ANS to place charges on said account in accordance with this Agreement; and agrees to pay all such charges and fees billed to Client's credit card according to the terms of this Agreement. Client will immediately give ANS new credit card information and an authorization for the new credit card(s) should Client cancel the credit card or should Client's ability to use the credit card cease for any reason.

5. Credit Policy: Upon fulfillment of all the conditions listed herein, subject and limited to the terms of this Agreement, and for Long-Term Placements only, if the initial Candidate leaves Client's employment or other engagement with Client, ANS will provide a credit to Client equal to a percentage of the Referral Fee Client paid to ANS for future placements according to the following schedule:

<u>Termination from start of employment</u>	<u>% of Referral Fee credited</u>
Within 60 days	100%
Between 61-120 days	50%
Between 121-180 days	25%

The credit, like all other fees, is non-refundable. Further, ANS's obligation to provide a credit to Client is expressly conditioned on Client's (1) satisfaction of all of his or her obligations under this Agreement, including but not limited to payment of all ANS's fees and charges in a timely manner; (2) notification to ANS within 48 hours of the Candidate's resignation or termination of employment or other engagement; (3) abiding by all applicable laws and regulations; (4) not materially changing the Candidate's job duties or job description; and (5) not engaging in any acts of harassment, abuse, or moral turpitude with a Candidate. Determining compliance with these conditions is in the sole and absolute discretion of ANS as allowed by law.

If Client fails to satisfy all of these aforementioned conditions, ANS shall have no further obligations to Client. ANS's obligation to provide a credit to Client shall not apply if the Candidate gives Client notice of her or his intention to terminate her or his employment with Client at the end of the applicable credit period or any time thereafter.

6. DISCLAIMER/HOLD HARMLESS/LIMITATION OF LIABILITY: Except as expressly stated in this Agreement, ANS assumes no liability or responsibility for, and makes no express or

implied guarantees, representations or warranties about, any information, material, services, referrals, Candidates, independent contractors, employees or potential employees (including but not limited to the qualifications or performance of Candidates) it provides to Client. **Client's use of ANS's services is at Client's own risk.** Additionally, ANS does not employ or exercise control or discretion over Candidates or any person referred by ANS to Client, and disclaims all responsibilities for such individuals' conduct, misconduct, negligence or omissions.

Additionally, to the maximum extent permitted by law, Client shall indemnify, defend and hold ANS and its owners, agents, employees, officers, directors, representatives, attorneys, and affiliated persons and entities harmless against any damages or liability whatsoever arising out of or in any way in connection with Client's conduct, negligence, omission(s) or misconduct.

In no event shall either party be liable for consequential, incidental, exemplary, punitive, special or indirect damages of any kind. Further, a party's aggregate liability for damages of any kind under this Agreement – excluding Client's potential financial responsibilities in Section 3 of this Agreement; the fees, costs and interest related to collections as referenced in Section 4 of this Agreement; and the indemnity, defense and hold harmless provision in Section 6 of this Agreement – shall be limited to the amount of the fees received by or owed to ANS from Client, whichever is greater. If any waiver, exclusion or limitation of damages is not permitted by law, the parties' liability to each other is limited to the maximum extent permitted by law.

7. Miscellaneous: This agreement shall be governed by and construed in accordance with the laws of the State of California and the State of New York. Any action or proceeding commenced regarding this Agreement or the subjects herein shall be brought in Santa Clara County, California or Kings County, New York (as applicable).

This Agreement is entered into by ANS and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between ANS and Client and supersedes all prior oral and written agreements between ANS and Client with respect to the subjects covered in this Agreement. This Agreement shall not be amended or modified except in a mutually agreed upon writing signed by Client and an authorized representative of ANS expressly stating an intent to modify or amend this Agreement.

Client represents that he or she has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he or she has had all such time that he or she desires within which to consider this Agreement; that he or she has had the opportunity to consult with an attorney of his or her own choosing and at his or her own expense to review this Agreement; and that he or she has availed himself or herself of this opportunity to the extent, if any, that he or she wished to do so.

The terms of this Agreement are severable. The invalidity or unenforceability of any provision within this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable. Further, consistent with the purposes of this Agreement, any otherwise invalid provision of this Agreement may be reformed and, as reformed, enforced by any party to this Agreement.



