

Contract and Service Agreement

Loving Nannies is a professional referral service specializing in the placement of caregivers including nannies, babysitters, mother's helpers and elder care hereinafter called Loving Nannies or Service. You are a family looking for a caregiver and wish to have Loving Nannies provide you with pre-screened caregiver referrals hereinafter called Client.

- 1). Loving Nannies locates, screens, and interviews caregivers for the purpose of providing quality referrals to families looking for a caregiver. Loving Nannies performs a thorough 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, 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 nannies) you may speak with a family references before we do. This seldom happens.
- 2). Client agrees to thoroughly interview candidates, check and verify all nanny references, and wait until receiving the background check before starting any nanny. Upon selection, it could take up to 2 weeks or longer to receive the background check. Any additional background checks or services will not be included in our finder's fee. If you decide to use the nanny before the background check is retrieved, then you are holding Loving Nannies harmless for any liability arising out of the employment of that nanny.
- 3). Client acknowledges and agrees that Loving Nannies accepts no responsibility for the employee selection made by Client. It is understood that Loving Nannies 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, Loving Nannies does not bond or insure any candidate who is referred. You will hold Loving Nannies and its officers, directors, shareholders, employees and agents harmless for any claims of liability arising out of the employment of any applicant referred to you by Loving Nannies.
- 4). Client is completely and fully responsible for the employee selection and their legal and financial duties as an employer. We do not employ the nanny. The entire process of employment is strictly between the family and the applicant. Loving Nannies acts solely as a referral and screening service and does not undertake any responsibility for the process of employing a Nanny. Loving Nannies 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 Loving Nannies will not be involved, directly or indirectly, in the employment agreement between the applicant and the Family.

Pursuant to California law you are hereby being informed by Loving Nannies 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."

5). Client agrees to pay \$250 to Loving Nannies as a retainer to begin a caregiver search. Upon selection and employment of a caregiver provided by Loving Nannies, Client agrees to pay the placement fee of \$500 for a babysitter (under 10 hours per week), \$750 for a part time nanny (under 29 hours per week), \$1000 for a full time nanny (over 30 hours per week) and \$1250 (for a live in nanny), for a total of \$750 (for a babysitter), \$1000 (for a part time nanny), \$1250 (for a full time nanny), and \$1500 (for a live in nanny). If it is a temporary placement, Client agrees that Loving Nannies will charge the full amount as soon as the Client has confirmed that they are hiring the caregiver for the designated dates.

6). If Client is not fully satisfied with the caregiver referred within 180 days of placement, Loving Nannies will provide additional placement services for 1 caregiver replacement at no charge. If client finds a nanny outside of using Loving Nannies services or decides that they do not need a nanny for whatever reason, then Loving Nannies has no obligation to refund any part of the finder's fee. Loving Nannies will not refund any part of the finder's fee at any time after finding the client a nanny. In the event that the nanny does not work out within 180 days, the client must call Loving Nannies and ask for a replacement. Loving Nannies will try their best to find client a replacement free of charge within 45 days (includes 2 weeks notice). If Loving Nannies is not able to find client a replacement within 45 days, Loving Nannies will continue looking, but will not issue any monetary refunds. You will be responsible for the cost of an additional background investigation on your replacement nanny/babysitter.

7). In the event that Loving Nannies is unable to find a suitable caregiver for Client within 45 days of signing this agreement, Loving Nannies will continue Client's search until we find a suitable placement or until we are notified of cancellation. The upfront \$250 is non-refundable and considered a processing/application fee and pays us for the legwork behind your initial search. Once you pick a nanny and the finder's fee is charged, there are no monetary refunds at any time. If you have any questions, please inquire within.

8). If Loving Nannies does not hear from client within 5 days after starting the process, or at any time during the process, Loving Nannies has the right to assume that the client has successfully hired a nanny through Loving Nannies, and thus client will be charged. If client uses the nanny more than the program they signed up for allows, then client will pay Loving Nannies the difference of the two programs. Furthermore, if client takes a nanny referred at any time by Loving Nannies and does not tell Loving Nannies, that client will be charged 2x the total nanny fee.

9). In the event that Loving Nannies 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 Service Agreement, Loving Nannies immediately begins looking for suitable candidates and services are immediately being rendered.

10). Client agrees to all the terms listed above and acknowledges this to be a binding contract. Client must provide Loving Nannies with a valid credit card number, including expiration date, at the commencement of this Service Agreement as a guarantee of payment and Client hereby authorizes Loving Nannies to place charges on said account in accordance with this Service Agreement. This Service Agreement remains in effect for a minimum of 1 year or until either party notifies the other in writing that they would like to terminate the agreement.

I hereby irrevocably agree to the above terms and conditions of this agreement and authorize charges to the following credit card as provided in the foregoing Service Agreement.

Credit Card Number: _____ Expiration Date _____

Circle: Visa MasterCard Security Code: _____

Name as it appears on Card:

Billing Address:

Authorized Signature:
