

THE NANNY AGENCY, INC

Dear Family,

Thank you for requesting information regarding your nanny search. We will be happy to assist you with this very important task. I am enclosing permanent paperwork, which includes an application and agreement. Your application will help us find suitable applicants for you to interview. Our fees for a permanent nanny, guarantee and policies are explained in the Family Agreement.

Please understand that many nanny candidates are incredibly gifted when working with children, but they may not shine if put through the same sort of interview given for a corporate job. They may not present themselves in a sophisticated manner, but their personalities are very well suited to spending long hours working with children. Keep in mind that you are also being interviewed and the nanny is evaluating whether or not your family is a good fit for her. Many nannies will be interviewing with several families as well as yours. You need to remember a nanny can be as particular as the family hiring one. Please allow 2-8 weeks to hire a permanent nanny or even longer.

Every nanny fills out an application, which will include work history and names/numbers of references. We conduct a personal interview and make copies of her driver's license, social security card, proof of current auto insurance and green card or work permit if she were not born in the U.S. We check her references, which are available for you to see as well as call. All of the nannies must be CPR certified. If they aren't when we meet them, we allow 30 days to get current certification after accepting a job. We will check her criminal history, driving records as well as run a social security screen. When your nanny can't come to work for whatever reason, we will do our best to send you a temporary nanny and we will waive our normal temp fees. You just pay the nanny. As part of our service for permanent families, anytime that you need a sitter, we will provide one and waive our normal temp fees.

I hope I can relieve some of the stress involved in this very personal important process. I have over 10 years experience placing nannies throughout the Metroplex and I have a very good reputation. The agency is a member of the International Nanny Association as well as the Better Business Bureau. We will do our best to send you qualified candidates so that you can choose wisely. We can arrange for an interim nanny while you are looking for your permanent one. Keep us in mind for any of your babysitting needs, including overnights, as well as temporary newborn specialists.

Please do not hesitate to call with any additional questions. We look forward to working with you.

Sincerely,

Andrea McDaniel
President



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Plano, TX 75093
972-713-7773 Fax - 972-713-9977
www.thenannyagencyinc.com
Nannyagencyinc@aol.com

FAMILY APPLICATION

Full Name(s) _____

Address _____

Intersection _____

Home Phone _____

Mother's Cell Phone _____

Father's Cell Phone _____

Mother's Employer _____

Work Address _____

Work Phone _____

Father's Employer _____

Work Address _____

Work Phone _____

Do both parents live at home? _____

Child's Name **Boy/Girl** **Age** **Grade** **School/Pre-school** **Any Special Needs?**

Type of Nanny Needed:

- ___ **Full-Time Live-out**
- ___ **Full-Time Live-in**
- ___ **Part-Time**
- ___ **Latch-Key**
- ___ **Summer**
- ___ **Housekeeper**
- ___ **House Manager**

Pets? _____
Housekeeper or cleaning service? How often? _____

How did you hear about The Nanny Agency? _____

Age: 18-25 25-35 35-45 45-older Age doesn't matter. Find me the best person.

Do you want the nanny to be able to swim? _____
Do you have a pool? _____

Is the nanny permitted to smoke off- duty? _____

Will you be providing the nanny with a car? _____
If not, will you reimburse the nanny a minimum of \$.50/mile when using her car for family business? _____

If this is a live-in job, what type of facilities do you have for the nanny?

Do you need the nanny to travel with you? _____ How often and where?

All of our nannies must have current CPR certification. Will you be willing to pay for this? (approximately \$40-45) _____

What skills do you want the nanny to have? _____

What duties do you expect? _____

What activities do the children have? _____

Are there any special needs? _____

When do you need the nanny to start? _____ Please allow 2-8 weeks.

Would you like an interim nanny while you are looking? If we find you one, you will need to fill out our temporary family paperwork. Normal temp fees will apply. _____

What is the nanny's normal schedule?

Monday _____ Friday _____

Tuesday _____ Saturday _____

Wednesday _____ Sunday _____

Thursday _____ Occasional Overnights _____

What is your salary range? _____

Will you be providing health insurance? _____

What paid holidays? _____

What vacation time? _____

When can the nanny expect her compensation to be evaluated?

3 months 6 months 1 year

Are there any other incentives if your nanny is doing an excellent job? (paid day off, cash bonus, etc?) _____

YOUR NANNY IS EXPECTING TO BE PAID WHETHER YOU NEED HER TO COME OR NOT. IF YOU DON'T NEED HER TO WORK FOR ANY REASON, SHE IS EXPECTED TO BE PAID HER NORMAL WEEKLY SALARY. (EXAMPLE: PERHAPS YOU TAKE OFF A MONTH IN THE SUMMER OR A GRANDMOTHER IS VISITING AND YOU DON'T WANT THE NANNY TO COME IN, ETC.)

I authorize The Nanny Agency, Inc. to charge the placement fee. (You may write a check for this as well.) If the placement fee is not paid on the day or before the nanny starts, your card will be charged.

VISA ___ M/C ___ AMER.EXP. ___ DISCOVER ___ NUMBER _____

Name on card _____ Exp. Date _____

Signature _____ Date _____

II. CLIENT'S OBLIGATIONS

- .1 Client will provide the Agency with such information as may be requested by the Agency, from time to time, concerning Client's qualification and requirements for a Nanny referral. Client agrees that each of the representations and information provided on the employment application (Employee Application – attached hereto, incorporated herein and made a part hereof) by Client, as well as any other information given the Agency, is true and complete in all respects.
- .2 Client authorizes the Agency to contact any references provided by Client, as well as to make its own independent investigation of Client. The Agency is authorized to obtain all such reference checks as the Agency may deem desirable and any persons, private corporation, medical facility, doctor or government agency is specifically authorized to provide such information to the Agency.
- .3 Client understands and agrees that the Agency is not responsible for false or misleading answers or information provided to it by Client, a Nanny or other third parties, and holds the Agency harmless from any damage of any kind whatsoever resulting from any such false or misleading answers or information.
- .4 Client ratifies and confirms any and all referrals the Agency makes for, to, or on behalf of Client, and specifically authorizes the Agency to refer to Client's identity for the purpose herein set forth.
- .5 Client is under no obligation to accept any Nanny referral made by the Agency. The final determination to accept or reject a referral made by the Agency is solely that of Client, and Client waives any and all claims, damages, losses or causes of action against the Agency arising out of any such Nanny referral to, or hiring by Client.
- .6 Client shall promptly notify the Agency if the Agency refers a Nanny candidate with whom the Client has already had contact, either by previous employment or by referral from any other person or agency.
- .7 Client acknowledges and agrees that the Agency shall not control or supervise the time, method, manner or means of accomplishing the objectives of Client, nor the compensation, benefits, duties, hours, or responsibilities of any Nanny. Client shall have full responsibility for all such control and supervision, and all such negotiations and arrangements with any Nanny.
- .8 Client or Nanny shall be responsible for payment of all applicable payroll taxes, Social Security, or Medicare assessments, and Federal or State withholding or unemployment taxes arising as a result of employment of any Nanny.

III. CONFIDENTIALITY

- .1 **The Agency.** All data provided to and/or gathered by the Agency in the investigation of the Client is confidential and will be held in strict confidence by the Agency and its employees.
- .2 **Client.** Client agrees to keep all information provided by the Agency confidential and will continue to keep that confidentiality at all times. At the expiration of this Agreement, or the expiration of the referral services rendered by the Agency, for any reason, all information and material of a personal or private nature acquired from Client, directly or indirectly, shall be promptly returned by the Agency to the Client upon written request. Upon request by the Agency, Client will return all information provided by the Agency relating to all Nannies that were referred to Client.

IV. FEES

All fees for Nanny referral services provided by the Agency shall be charged to Client as follows (please initial the placement requested:)

<u>Type of Placement</u>	<u>Fee</u>
Client registration / screening fee:	None
Nanny referral fee for full-time or part-time live out placement	10% of first year's gross salary
Nanny referral fee for full-time live-in placement	12% of first year's gross salary
OR	
Minimum fee for any permanent placement (full time or part time)	\$1000.00
Exception:	
Nanny referral fee for Summer only placement	\$500

[We calculate the placement fee for a permanent full time or permanent part time job by multiplying the weekly salary X 52 (weeks) X 10% (or a minimum of \$1000, other than summer nanny)]

- .1 All fees are due on the Nanny's first day and are **non-refundable**.
- .2 Client agrees not to make any private arrangement with any Nanny candidate referred by the Agency, for the purpose of, or having the effect of, avoiding payment of the fees set out above. If Client employs a Nanny candidate referred by the Agency at any time during six (6) months after such referral, then Client shall notify the agency of such employment and shall pay the fee set out above.
- .3 Client agrees that the above selected Nanny referral fee is to be paid the Agency on or before the first day the Nanny reports for work to the Client. No placement is final until all fees have been paid to the Agency.
- .4 Client understands that a referred Nanny is not required to pay a fee of any kind for the referral services provided by the Agency, but that any such fee is the obligation of Client. Client acknowledges that a referred Nanny has agreed not to commence employment activities with Client until all applicable screening and referral fees have been paid in full by Client to the Agency.

V. INDEMNIFICATION

- .1 Client agrees to indemnify and hold the Agency harmless from and against any and all suits, actions, losses, damages, claims or liability of any character, type or description, including without limitation, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, alleged by the Client, the Nanny, the Client's family or any third party, including any acts of omission or commission of the part of the Nanny, Client, or Client's family, and including claims and damages arising in whole or in part from the negligence of the Agency.

- .2 The Agency is not responsible for the acts, conduct, or omissions of Client or any Nanny arising out of any referral provided. The Agency makes no implied or express warranties other than its agreement to provide referrals as is specifically set forth elsewhere in this Agreement; the Agency makes no representations, warranties, promises, or agreements regarding the composition of its Client database, and the Client acknowledges that there has been no representation, promise, or agreement other than as expressly contained in this Agreement.
- .3 Client relinquishes all claims for possible liability of the Agency. Client agrees that under no circumstances will the Agency be responsible for any damage or loss resulting from employment of the Nanny referred by the Agency.

It is the express intent of the Parties to this Agreement that the indemnity provided for in this section is an agreement by Client to indemnify and protect the Agency from the consequence of the Agency's own negligence.

- .4 Client further agrees to defend, at its own expense, and on behalf of the Agency, and in the name of the Agency, any claim or litigation brought in connection with any such injury, death, or damage.

VI. MISCELLANEOUS

- .1 **No Assignment.** This Agreement shall not be assignable by Client without the prior written consent of the Agency.
- .2 **Collection, Attorney's Fees and Costs.** If any fee is not paid within three (3) days of demand, Client agrees to pay all costs of collection, including interest at the maximum rate allowed by law on the unpaid balance of amount due. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- .3 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas.
- .4 **Parties Bound.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- .5 **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision has never been contained in it.
- .6 **Prior Agreements Superseded.** This Agreement constitutes the sole and only understandings or written or oral agreements between the parties and supersedes any prior understandings or written agreements between the parties respecting the subject matter of this Agreement.

EXECUTED AT _____, Texas, on _____, 20____.

 Andrea McDaniel
 President

 Family