

# *Nanny Agency of the Hamptons Inc.*

## employer application

Thank you for your interest in Nanny Agency of the Hamptons Inc.

Please print out, fill out, sign, and return via snail mail to:  
P.O. Box 1217, Wainscott, NY 11975  
or via fax: 212 925 5285

### **Employer Application and Agreement:**

Your Name: \_\_\_\_\_

Your home email address: \_\_\_\_\_

Your Age: \_\_\_\_\_ Your Occupation: \_\_\_\_\_

Your Work Phone: \_\_\_\_\_

Your Work Fax: \_\_\_\_\_

Your Cell Phone: \_\_\_\_\_

Your work email address: \_\_\_\_\_

Your Employer: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Spouse's Age: \_\_\_\_\_

Spouse's home email address: \_\_\_\_\_

Spouse's Occupation: \_\_\_\_\_

Spouse's Work Phone: \_\_\_\_\_

Spouse's Work Fax: \_\_\_\_\_

Spouse's Cell Phone: \_\_\_\_\_

Spouse's work email address: \_\_\_\_\_

Spouse's Employer: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Home Address: \_\_\_\_\_

Children information: (NAME, AGE, INTERESTS)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please provide two character references :

Name Relationship Telephone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nanny requirements and home information:

Age: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

Salary : \_\_\_\_\_

Please list any special skills required: (i.e. swimming, CPR, driving, etc): \_\_\_\_\_

\_\_\_\_\_

Hours: \_\_\_\_\_ Evenings: \_\_\_\_\_ Weekends: \_\_\_\_\_ Holidays: \_\_\_\_\_

Days off: \_\_\_\_\_

Will there be overtime? \_\_\_\_\_ Rate of pay: \_\_\_\_\_ Driving: \_\_\_\_\_

Will car be provided? \_\_\_\_\_

Special duties including housework and cooking: \_\_\_\_\_

Will the Nanny have a separate room? \_\_\_\_\_

List Pets, if any: \_\_\_\_\_ Does anyone smoke in your house? \_\_\_\_\_

Extra benefits: TV \_\_\_ Cable \_\_\_ Phone \_\_\_ Other \_\_\_\_\_

Any health problems with anyone in your family: \_\_\_\_\_

By signing this I hereby certify that the above answers are true and that we agree to the terms set forth in the enclosed Employer Agreement. I agree to release and promise to hold Nanny Agency of the Hamptons, Inc. harmless for any act of the Nanny. I also agree to hold Nanny Agency of the Hamptons, Inc. harmless of any claim as a result of the placement.

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

Agreement between \_\_\_\_\_ (herein referred to as "Employer" or "You") and Nanny Agency of the Hamptons, Inc. (herein sometimes referred to as "we") a registered, licensed and bonded employment agency business in the State of New York.

Employer understands and acknowledges that Nanny Agency of the Hamptons, Inc. is not an agent or representative of the Nanny and that Nanny Agency of the Hamptons, Inc. is not in any way liable for any loss, damage, expense or injury which Employer or any other person may suffer or incur as a result of the wrongful acts, omissions, or negligence of the Nanny.

Nanny Agency of the Hamptons, Inc. assumes no responsibility for paying or withholding any Federal or local taxes, social security contributions or insurance premiums required or arising from the Nanny's employment with the Employer.

It is the responsibility of the Employer that a member of the family will meet the Nanny at the airport, train or bus station. The Employer is responsible for the purchase of a return ticket home if the Nanny remains employed by the Employer for the contract period agreed to by the Employer and the Nanny.

If you hire a Nanny that is referred to you by Nanny Agency of the Hamptons, Inc., the placement fee is which ever is greater 1). 20% of the first year annual salary prior to taxes being deducted or 2). A minimum payment of \$4000. Payment is due in its entirety when the Nanny starts to work. There is no charge to the Nanny.

The Nanny's hours of duty will be between 8 and 10 hours per day with rest periods to be determined. Days off will be at

least two days off per week.

Nanny Agency of the Hamptons, Inc. is a referral service and shall not be liable for any damages caused by any Nanny referred to you. Nanny Agency of the Hamptons, Inc. assumes no liability or responsibility to confirm and verify all information and references supplied to the Employer to ensure such placement. The Employer agrees that Nanny Agency of the Hamptons, Inc. is not responsible for events beyond their control. Nanny Agency of the Hamptons, Inc. is not liable for the acts and/or the omissions of the Nanny. Nanny Agency of the Hamptons, Inc. is not liable for any claims of whatever nature the Nanny may have against the Employer and the Employer hereby agrees to indemnify and hold Nanny Agency of the Hamptons, Inc. harmless from any and all such claims. The Employer agrees that if Nanny Agency of the Hamptons, Inc. finds that the Nanny is being subjected to exploitative conditions in the Employer's household, as determined by Nanny Agency of the Hamptons, Inc. in its sole judgment, Nanny Agency of the Hamptons, Inc. may withdraw the Nanny from the household. In said event, the Employer shall not be entitled to replacement or refunds of the Nanny Placement Fee.

Nanny Agency of the Hamptons, Inc. warrants your Nanny for 90 days from the date of arrival in your home. If within that time you find the Nanny to be unsatisfactory, or, if the Nanny should resign, Nanny Agency of the Hamptons, Inc. will attempt to provide a qualified replacement. If we are unable to provide you with a suitable replacement or the Employer does not wish to continue working with Nanny Agency of the Hamptons, Inc., we will refund a percentage of the total fee paid as per the following schedule:

Days of Employment % of Total Fee Refunded

0 to 29 ..... 30%

30 to 60..... 20%

61 to 90..... 10%

after 90..... 0%

This warranty is only valid provided that the entire Nanny Placement Fee (Eighteen Per Cent 18% of the first year salary prior to taxes being deducted) is received in our office the same day the Nanny starts to work.

Employer shall refrain from making any private agreement with the Nanny or from taking any action which is inconsistent with this agreement or which has the effect of avoiding any of the Employer's obligations herein. Such private agreements and actions include, but are not limited to, actions which would enable the Employer or any other person to avoid payment of the registration and/or placement fees due to Nanny Agency of the Hamptons, Inc. as, for example, if the Employer refers the name of the Nanny to another person who subsequently employs the Nanny. You are liable to Nanny Agency of the Hamptons, Inc. for all damages in the event you refer any Nanny Agency of the Hamptons, Inc. referral to a third party.

Any claim or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the State of New York in accordance with the Rules of the American Arbitration Association, and the judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof.

I have read and understand this contract, and I agree with all of the terms and conditions herein and I confirm by signing below.

Employer: \_\_\_\_\_ Date: \_\_\_\_\_

Employer's address: \_\_\_\_\_

Employer's phone number: \_\_\_\_\_

Nanny Agency of the Hamptons, Inc. \_\_\_\_\_ Date: \_\_\_\_\_

Return to:  
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P.O. Box 1217 Wainscott NY 11975  
or fax to: 212 925 5285