

**FAMILY REGISTRATION and
MEMBERSHIP APPLICATION**

CHILDCARE SOLUTIONS

2101 Richmond Rd
Beachwood, OH 44122
216-223-8090 Fax: 216-274-6177



Please tell us how you first learned about ChildCare Solutions: _____

Mother's Name _____ Father's Name _____

Family Address _____ Home Phone _____ Home Fax _____

City _____ State _____ Zip _____ Mother's Cell Phone _____ Father's Cell Phone _____

Email Address and/or other contact information _____

Mother's Profession: _____ Company: _____ Work From Home? YES NO
 Mother's Work Phone: _____ Mother's Work Fax: _____ Mom's D.O.B.: _____

Father's Profession: _____ Company: _____ Work From Home? YES NO
 Father's Work Phone: _____ Father's Work Fax: _____ Dad's D.O.B.: _____

<p><i>Please circle Yes, No or Depends:</i></p> <p>MAY NANNY SMOKE? Y N D WILL NANNY BE PREPARING MEALS? Y N D WILL NANNY BE DOING HOUSEWORK? Y N D DO YOU HAVE CATS OR DOGS? Y N D DOES NANNY NEED INFANT EXPERIENCE? Y N D IS THE WORK SCHEDULE FLEXIBLE? Y N D MAY NANNY BRING HER OWN CHILD? Y N D DOES NANNY NEED TO BE A SWIMMER? Y N D DOES NANNY NEED TO DRIVE? Y N D ANY CHILDREN WITH SPECIAL NEEDS? Y N D</p> <p>DOES NANNY NEED SPECIAL SKILLS Y N D</p> <p>PLEASE DESCRIBE: _____ _____ _____</p>	<p><i>Is the position you are seeking to fill:</i></p> <p><input type="checkbox"/> PERMANENT <input type="checkbox"/> TEMPORARY <input type="checkbox"/> FULL-TIME M-F <input type="checkbox"/> PART-TIME</p> <p><input type="checkbox"/> LIVE-OUT <input type="checkbox"/> LIVE-IN</p> <p><input type="checkbox"/> OCCASIONAL EVENINGS/WEEKENDS <input type="checkbox"/> AFTER-SCHOOL CARE OR TUTOR CARE <input type="checkbox"/> SUMMER/VACATION CARE <input type="checkbox"/> SHARE-A-NANNY</p> <p>PLEASE DESCRIBE THE SPECIFIC DAYS AND HOURS OF DESIRED NANNY WORK SCHEDULE: _____ _____ _____</p>
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Position Start Date: _____ Position End Date: _____ Advertising On Your Own? Yes No

Other Agencies You Are Working With: _____

May Our Nannies Call You? Yes/No If Yes, Where? _____ Salary Range: \$ _____ Per: _____

About Your Child(ren):

Health Problems: _____

Medications: _____

Allergies: _____ Special Needs: _____

Other: _____

Describe your ideal nanny:

What types of child care have you employed in the past? _____

Why was your former child care service terminated? _____

Is there anyone other than family members residing in your home? _____

Describe your views on effective discipline: _____

Describe your household pets; are they friendly? _____

Is anyone residing in your home a smoker? _____

(if applicable) Describe the accommodations you can provide a Live-In Nanny: _____

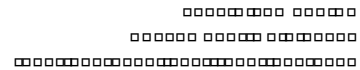
Describe your housekeeping standards:

Has your household ever experienced any incident(s) of domestic violence and/or sexual abuse? YES NO

If it will be assistance to us in matching you with a nanny, please explain: _____

NAMES, DATES OF BIRTH, AND GENDER OF ALL CHILDREN IN YOUR HOUSEHOLD:

_____	__/__/__	M F	_____	__/__/__	M F
_____	__/__/__	M F	_____	__/__/__	M F
_____	__/__/__	M F	_____	__/__/__	M F



Client Contract

This is an **AGREEMENT** (hereinafter called “Agreement”) made this _____ day of _____, 20____ between MAG Inc. d.b.a. **CHILDCARE SOLUTIONS** (hereinafter called the “**Service**”), in Cuyahoga County, State of Ohio, and _____, (hereinafter called the “**Client**”).

In consideration of services rendered and to be rendered, Client agrees to make the payments as specified and agreed to in this contract.

1. Client has become a member of Service for the purpose of obtaining the assistance of Service in hiring [an] employee[s] on a full-time, part-time, on-going basis or specified period of time. One (1) Search Fee is included with the payment of the initial membership fee of \$175.00.

2. Client agrees that when he/she/they compensate a Candidate referred by Service, Client shall be liable to Service for a placement fee as specified in this Agreement. Client further agrees that if the referred Candidate is hired on a short-term, occasional, part-time or summer basis for any type of work, (including non-dependent care services), and is later employed by Client for a different term, Client shall pay the appropriate differential in fees for such services, as specified in the Current Fee Schedule incorporated into this Agreement and as amended and updated by Service from time to time.

3. A Candidate referred by Service is defined as:
Any person referred to Client by Service who is interviewed and/or employed by Client. A Candidate shall in no event be or become an employee of Service, but rather **Candidate shall be an employee of Client or an independent contractor hired by Client.**

4. Client agrees to pay directly to Service a fee for referrals accepted in accord with the fee schedule in effect at the time a referral is accepted. In determining the fee, the value of benefits extended the Candidate in addition, and/or subsequent, to cash compensation are considered to be part of the Gross Pay.

The fee schedule is incorporated in to this contract and is subject to change without notice. The current fee schedule shall always be available upon request from Service. Client’s acceptance of a referral specifically implies acceptance of the current fee schedule.

Placement Fee has been fully earned by Service upon a Candidate’s verbal or written acceptance of a Job offer extended by Client to a Candidate referred by Service.

Placement Fees Are Non-Refundable.

CHILDCARE SOLUTIONS
FEE SCHEDULE
 (Effective Jan 1, 2012)

A. Each search for a long-term care-provider initiated by Client shall be subject to a Search Fee of \$175.00. Placement fees are non-refundable. Credits to your account are valid for one year from the date of issue.

B. Upon acceptance of a Candidate to be engaged as a long-term employee, a Placement Fee will be incurred per the fee schedule in effect at the time. Contact us for current schedule.

PLACEMENT TYPE	PLACEMENT FEE
LIVE-OUT	One Time Fee of 7.5% of Candidate's annualized compensation Minimum Fee: \$850.00
LIVE-IN	One Time Fee of 10% of Candidate's annualized compensation Minimum Fee: \$1000.00

Placement fee is fully earned and due upon a Candidate's acceptance of your job offer

C. EMERGENCY AND OCCASIONAL CARE

Upon acceptance of a Candidate referred by Service to be employed by Client, Service will make every reasonable attempt to furnish Client with a Candidate in both emergency (such as when Client's employee is absent due to illness) and occasional situations (such as when Client's employee is on vacation or takes a leave of absence). The on-going fee for this service is \$26.00 per day. **Requests with less than 48-hour notice are subject to a \$10.00 surcharge.**

Non-Members who wish to engage service for emergency and/or On-Call use may do so at a cost of \$50 per day, IN LIEU OF THE MEMBERSHIP FEE detailed in Section 1.

D. EXTENDED NON-PERMANENT CARE

1 Week = \$130	4 Weeks = \$400	7 Weeks = \$560
2 Weeks = \$250	5 Weeks = \$450	8 Weeks = \$640
3 Weeks = \$325	6 Weeks = \$500	9 Weeks = \$720

5. Payment shall be made by MasterCard/Visa. American Express can be accepted with an additional 2% fee. Placements Fees are due upon hire. All placements fees are due and payable upon acceptance of a referral. While the services of a care-provider may be cancelled, placement fees are non-refundable.

A. Acceptance of a referral by Client constitutes authorization for Service to charge fees due directly to Client's credit card on file with Service without further authorization.

 Initials

 Date

Payment of placement fees are due upon a Candidate's verbal or written acceptance of Client's job offer and shall be guaranteed by a major credit card.

B. Fees for Non-Permanent care must be paid by credit card upon hire or acceptance of referral.

C. Credits against fees may be expended by the Service in accordance with the Guarantee Policy attached to this Agreement and in effect at the signing of this Agreement.

D. In the event that Client fails to pay a hired Candidate for services rendered, Agency is hereby authorized to make payment on behalf of Client and charge Client a service fee of \$25.00 in addition to the fees due their Candidate employee.

6. This Agreement cannot and should not be construed or interpreted as a partnership or joint venture between the Client and Service. Client acknowledges that he/she/they have read, understood and signed the Client Acknowledgment and Release.

7. Any controversy or claim above Small Claims Court limit arising out of or relating to this agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties hereof agree that the arbitration shall be held in Cuyahoga County, Ohio.

8. The parties to this Agreement acknowledge that they have read and understood all terms and conditions set forth in this Agreement and all prior negotiations and understandings have been merged and incorporated in to this Agreement. No modifications of this Agreement shall be valid unless in writing and executed by these self-same parties.

	Signature of Client	Date
Signature of Service	Date	Signature of Client
		Date

Membership Registration Will Not Be Completed Without the Following Information

Credit Card Authorization

I, the undersigned, do hereby authorize Service to charge to my credit card any fees due Service. I further authorize Service to bill to my credit card any fees due Service and/or any care-provider, as may be incurred from time to time which remain unpaid by Client. I understand that once I/we have reached agreement with a referred care provider to begin employment, placement fees have been fully earned and are non-refundable.



	Date

Printed name as it appears on Credit Card

Credit Card Type	Credit Card Number	Expiration Date
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CHILDCARE SOLUTIONS
CLIENT ACKNOWLEDGEMENT AND RELEASE

The undersigned (hereinafter "Client"), hereby acknowledge that Client has engaged the services of Michael A Gerard Inc., an Ohio Corporation, d/b/a Childcare Solutions (the "Company").

Client further understands that Childcare Solutions practice the referral of care provider candidates (the "Candidate(s)") for occasional, non-permanent and on-going in-home care.

Client understands that upon hiring a Company referred Candidate for on-going, occasional or non-permanent care, Client shall be required to pay the applicable referral fee (the "Fee") due the Company. If, however, Client subsequently changes the employment relationship with Candidate to include additional work hours, there shall be an additional fee due the Company.

Client further acknowledges that the Company does NOT maintain an employer/employee relationship with any of the candidates. Accordingly, Client accepts that it is Client's responsibility to interview any Candidates selected for referral by the Company, to contact references or prior employers and to thoroughly review all of the information made available by the Company concerning the Candidate. Client understands that it is Client's responsibility to make diligent inquiry into the Candidate's background based on this information before Client makes a decision to hire a Candidate. Client agrees that it is Client's sole responsibility to obtain from the Company all back-up documentation and paperwork on the Candidate.

Client further acknowledges and agrees that any and all information, including, but not limited to, the Candidate's file, is confidential and the property of the Company. Client agrees not to disclose to any person or entity any information, in any form, contained within the Candidate's confidential file, including, but not limited to, the name and address or contact information of the Candidate. Under no circumstances shall Client be entitled to refer any Candidate to any person or entity for the purpose of employment as an in-home care provider.

Client understands that the Company does not have any control over the services provided by the Candidate to the child or the elderly adult. The Company is a referral service and does not act as the Candidate's supervisor or employer. Client understands that it is Client's responsibility to supervise the activities of the Candidate while employed by the Client.

Client agrees to release the Company, its respective directors, officers, shareholders, agents and employees from all actions, causes of action, claims and demands for injuries, accidents, sickness and damages of whatsoever nature, whether known or unknown, which may be sustained by Client or Client's dependent arising out of the performance or nonperformance of the Candidate's job duties/responsibilities. Client, individually and as parents(s), natural guardian(s) and/or children of senior adults, hereby agrees to indemnify and save harmless the Company from all injuries, losses, damages and expenses, should any claim, demand or suit be made by or on behalf of Client's child(ren) or senior adult parent(s).

Any controversy or claim arising out of or relating to this Acknowledgment and Release shall be settled first through mediation and, if unsuccessful, then through arbitration. Such arbitration shall be binding and conducted in accordance with the rules of the American Arbitration Association and the judgment upon the award rendered by the Arbitrator(s) may be enforced in any court of competent jurisdiction.

THIS IS A LEGALLY BINDING AGREEMENT AND YOU SHOULD CONSULT AN ATTORNEY IF YOU NEED ADVICE.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS ITS MEANING, DEFINITIONS AND IMPLICATIONS. IN WITNESS THEREOF, Client has hereunto set his/her hand(s)

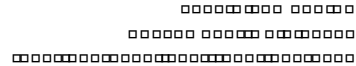
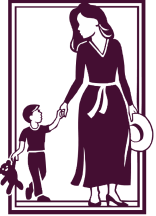
on this _____ day of _____, 20_____.

(Signature)

(Signature)

(Printed Name)

(Printed Name)



Guarantee Policy – Replacement of Care-Provider

If for any reason the first referred Candidate hired from an ordered search leaves your employ, or you terminate employment of such employee within the first ninety (90) days of hire, Childcare Solutions will conduct an additional search with **no additional fee from Service.**

The Client-Member may use this credit at any time within one year of the employee’s departure from employment.

If a referred employee leaves your employ during the fourth (4th) month of employment the replacement fee for a new Care Provider shall be **25% of the current fee for a new Care Provider.**

If a referred employee leaves your employ during the fifth (5th) month of employment the replacement fee for a new Care Provider shall be **50% of the current fee for a new Care Provider.**

If a referred employee leaves your employ during the sixth (6th) month of employment the replacement fee for a new Care Provider shall be **75% of the current fee for a new Care Provider.**

Fees are Non-Refundable

Credits on account may be applied to any service(s) within one year

This guarantee policy will be in effect and honored **only** when a Parent-Nanny Agreement is signed by both Client and the employed Candidate, a copy of which must be placed on file with Childcare Solutions within thirty (30) days of Care Provider’s start date with Client.

- Guarantee does not apply to any placement for which the placement fee has not been paid in full prior to the employee’s start date.
- Guarantee does not apply to any referral made on a temporary or trial basis, even if the employee should later become long-term or permanent.

Received and Acknowledged this _____ day of _____, 20_____.

Signature

Signature