



Lakeshore Nannies, Inc.

Babysitting Agreement and Disclaimer



This Agreement is made this _____ day of _____, 2005 between

Lakeshore Nannies, Inc. and _____ hereinafter called "Client."

The parties agree as follows:

1. The Client engages Lakeshore Nannies to identify and refer qualified Candidate(s) for in-home babysitting childcare primarily on evenings and weekend with some weekday availability. Lakeshore Nannies accepts the engagement and will refer Candidate(s) to the Client via www.lakeshorenannies.com.

2. Lakeshore Nannies will exercise due diligence in confirming the validity of information proffered by candidates regarding their experience, related employment history, and authorization to work in the United States.

Final approval and employment of any Candidate is solely at the discretion of the Client. Client is encouraged to verify any and all history or references on any applicant prior to employment of Candidate.

Upon request by the Client and for an additional fee, Lakeshore Nannies will undertake a more comprehensive review of available public records for a fee as stated in Babysitting Fee Schedule. These will include a Criminal and Civil check in both Lake and Cook County Illinois, Illinois Department of Motor Vehicles, and possible sex offender offenses and incarcerations. Documentation of this review will be provided to the Client.

3. Client agrees that Lakeshore Nannies, Inc. shall charge Babysitting Fee to the Client's credit card account, on file with this document.

Self Service Subscription

Client agrees that Lakeshore Nannies, Inc. shall charge Babysitting Fee to the Client's credit card account, on file with this document. The Babysitting Fee will be \$200 for a one (1) year subscription to Lakeshore Nannies database of Babysitters. This is a self service offering. The Babysitting Fee will be renewed annually unless the Client notifies Lakeshore Nannies of termination in writing.

Upon request by the Client and for an additional fee of \$25 per day, Lakeshore Nannies will assist the Client in finding a Babysitter.

Concierge Babysitting Service

Client agrees that Lakeshore Nannies, Inc. shall charge Babysitting Fee to the Client's credit card account, on file with this document. Lakeshore Nannies will assist the Client in finding a Babysitter. The Babysitting Fee will be a one time \$75 setup fee plus \$25 per day.

4. Client understands and agrees that all information regarding candidates referred by Lakeshore Nannies is proprietary and confidential. Client therefore agrees to keep in confidence the identity of all Candidates referred by Lakeshore Nannies and the contents of any documents, including computer media, video, photographs, handwritten documents, and printed reports, forwarded for Client's review. All proprietary and confidential material will be returned to Lakeshore Nannies, Inc. upon request.

5. Disclaimer: Use of www.lakeshorenannies.com is at the user's sole risk. Neither Lakeshore Nannies, Inc. nor its affiliates claim or warrant that the www.lakeshorenannies.com service will be uninterrupted or error free.

6. Client agrees to indemnify Lakeshore Nannies and hold it and all its officers, directors, shareholders, employees and representatives harmless from any liability, costs or expenses arising out of any claim against Lakeshore Nannies, relating in any way to Candidate's employment.

7. This Agreement is between the Client and Lakeshore Nannies only. No Candidates are party to this Agreement, nor is Lakeshore Nannies party to any agreements between Client and Candidate. This Agreement is the entire understanding between both parties and may be modified only by written agreement signed by both parties.



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8. Any dispute brought by Client under this Agreement shall be resolved by binding arbitration before the American Arbitration Association in Chicago, Illinois, pursuant to the Commercial Arbitration Rules of that organization in effect. Any arbitration award entered by the AAA may be entered as a valid judgment and enforced before any court of competent jurisdiction in the State of Illinois. The arbitrator shall have authority to determine and assess awards of attorney's fees and litigation expenses as per the terms of this agreement.

9. In the event Lakeshore Nannies, Inc. is forced to pursue collection of amounts due under this Agreement, it shall be entitled to interest at 5% per annum on all amounts due, payment of litigation expenses and attorney's fees, including court costs.

10. If any portion of this Agreement is held to be void, the remainder of the Agreement shall stand in full force and effect. No Court shall resolve any ambiguity in this agreement against Lakeshore Nannies, as Client has had an opportunity to have the agreement reviewed by an attorney. This agreement shall be governed by Illinois law.

CLIENT'S SIGNATURE BELOW CONFIRMS THAT CLIENT HAS READ THIS AGREEMENT THOROUGHLY, HAS HAD SUFFICIENT OPPORTUNITY TO SEEK LEGAL COUNSEL, IF DESIRED, AND THEREFORE CLEARLY UNDERSTANDS AND AGREES TO ALL ITS TERMS AND CONDITIONS.

Client Signature

Date

Please select which Babysitting Option you prefer:

- Self Service Subscription (\$200 annually)
- Concierge Babysitting Service (\$75 set + \$25 per day)

Initial Charge Authorized on your credit card: \$ _____

Credit Card

- Visa
- MasterCard
- American Express

Print Name: _____
as it appears on card

Signature: _____

Billing Address: _____

Billing Phone Number: _____
(This is usually your home phone number and is used for security purpose by your credit card company to process payment).

Credit Card Number: _____

Exp Date: _____



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Primary Guardian(s)

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|--------------------------------|
| Name: |
| Relation to Child(ren): |
| Phone: |
| Cell Phone: |
| Email: |
| Home Address: |
| City, State, Zip: |
| Emergency Contact: |

Children's Information

| Child's Name (Gender) | Date of Birth | Describe Personality Including Special Needs or Fear (Personality: Happy, Colic, ADHD, Shy with strangers, Afraid of dark and loud noises, Energetic) |
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