

BABYSITTER CONTRACT

1. **THE PARTIES.** This Babysitter Contract (the "Agreement") made on _____ (the "Effective Date") is by and between:

Babysitter: _____, with a mailing address of _____ (the "Service Provider"), and

Client: _____, with a mailing address of _____ (the "Client").

The Service Provider and the Client are each referred to as a "Party" and, collectively, as the "Parties."

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

2. **CONTACT INFORMATION.** The parents or guardians whose children the Service Provider will care for are:

1. Parent or Guardian Name: _____
Phone Number: _____
Email: _____

2. Parent or Guardian Name: _____
Phone Number: _____
Email: _____

The address where the services will be completed is: _____.

3. **CHILDREN.** The Service Provider shall be responsible for the supervision and care of the following children:

1. Child's Name: _____	Date of Birth: _____
2. Child's Name: _____	Date of Birth: _____
3. Child's Name: _____	Date of Birth: _____
4. Child's Name: _____	Date of Birth: _____

4. **SERVICES.** The Service Provider agrees to provide the following:

Hereinafter known as the "Services."

The Service Provider guarantees that they shall perform the Services in compliance with the policies, standards, and regulations of the Client, including local, state, and federal laws, and to the best of their abilities.

5. **TERM.** The term of this Agreement shall commence on _____ and terminate: (check one)

☐ - On _____.
☐ - Other: _____.

6. **PAYMENT AMOUNT.** The Client agrees to pay the Service Provider the following compensation for the Services performed under this Agreement: (check one)

☐ - \$ _____ / Hour.
☐ - \$ _____ / Job. A "Job" is _____.
☐ - Other: _____.

Hereinafter known as the "Compensation."

7. **PAYMENT METHOD.** The Client shall pay the Compensation: (check one)

☐ - When invoiced.
☐ - Every ☐ week ☐ month ☐ quarter, beginning on _____ (mm/dd/yyyy).
☐ - Upon completion of the Services performed.
☐ - Other: _____.

8. **SCHEDULE.** The Service Provider is: (check one)

☐ - Not required to adhere to a weekly schedule.
☐ - Required to adhere to the following weekly schedule:

<input type="checkbox"/> - Monday	Start: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM	End: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> - Tuesday	Start: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM	End: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> - Wednesday	Start: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM	End: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> - Thursday	Start: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM	End: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> - Friday	Start: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM	End: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> - Saturday	Start: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM	End: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> - Sunday	Start: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM	End: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM

9. **ALLERGIES.** It is known that the child(ren): (check one)

☐ - Do not have any known allergies.
☐ - Have the following allergies:

10. EMERGENCY CONTACTS. In the case of emergency, the Service Provider may contact:

- a. Emergency Contact Name: _____
Phone Number: _____
Relation: _____
- b. Emergency Contact Name: _____
- c. Phone Number: _____
Relation: _____

11. EMERGENCY PROTOCOL.

12. INSPECTION OF SERVICES. Any Compensation shall be subject to the Client inspecting the completed Services provided by the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

13. RETURN OF PROPERTY. Upon termination of this Agreement, all property provided by the Client must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

14. TAXES. The Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, state unemployment, state and federal income taxes, and any other obligations. In addition, the Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

15. INDEPENDENT CONTRACTOR STATUS. The Service Provider, under the code of the Internal Revenue Service (IRS), is an independent contractor shall not be deemed the Client's employee. In its capacity as an independent contractor, the Service Provider agrees and represents that:

- a) The Service Provider has the right to perform Services for others during the term of this Agreement;
- b) The Service Provider has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed;
- c) The Service Provider shall not be required to wear any uniforms provided by the Client;
- d) The Service Provider shall not be required by the Client to devote full time to the performance of the Services required by this Agreement.

16. SAFETY. The Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

17. ALCOHOL AND DRUGS. Service Provider agrees that the presence of alcohol and drugs is prohibited on the work site and while performing their Services. If the Service Provider is determined to be using or in possession of alcohol or drugs, this Agreement shall terminate immediately.

18. DEFAULT. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorneys' fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorneys' fees at the trial level and on appeal.

19. NO WAIVER. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

20. GOVERNING LAW. This Agreement shall be governed under the laws in the State of _____.

21. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

22. ADDITIONAL TERMS AND CONDITIONS.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature: _____ **Date:** _____

Print Name _____

Client's Signature: _____ **Date:** _____

Print Name _____

Babysitter's Signature: _____ **Date:** _____

Print Name _____