

NANNY CONTRACT

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

Nanny: _____, 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 can be contacted as follows:

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

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

The address where the services will be completed: _____.

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 the date of _____.
- Other: _____.

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

- Per Hour. \$_____ / hour.
- Per Job. \$_____ for the completion of the Services.
- Other: _____.

Hereinafter known as the "Compensation."

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

- Every week month quarter, beginning on _____.
- Upon completion of the Services performed.
- Upon the Client receiving an invoice from the Service Provider.
- 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:

- Monday Start: _____ AM PM End: _____ AM PM
- Tuesday Start: _____ AM PM End: _____ AM PM
- Wednesday Start: _____ AM PM End: _____ AM PM
- Thursday Start: _____ AM PM End: _____ AM PM
- Friday Start: _____ AM PM End: _____ AM PM
- Saturday Start: _____ AM PM End: _____ AM PM
- Sunday Start: _____ AM PM End: _____ AM PM

9. ROOM AND BOARD. The Service Provider shall be: (check one)

- **Living Separately.** The Service Provider acknowledges that they reside in separate housing from the Client and that the Client has made no intentions of providing room or board to the Service Provider.
- **Living in the Residence.** The Client agrees to provide housing to the Service Provider under the following terms and conditions:

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

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

11. EMERGENCY CONTACTS. In the case of emergency, the Service Provider should contact:

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

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

12. EMERGENCY PROTOCOL.

13. 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.

14. 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.

- 15. TAXES.** The Service Provider shall pay and be solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Service Provider hereunder. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Services are for the Service Provider's account, and the Service Provider hereby agrees to pay such taxes. Further, the Service Provider is solely responsible for the withholding of income taxes of the Service Provider's personnel, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits thereof.
- 16. INDEPENDENT CONTRACTOR STATUS.** The Service Provider, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Service Provider or their employees or contract personnel are, or shall be deemed, the Client's employees. 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.
- 17. ALCOHOL AND DRUGS.** The 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 or any of their agents, employees, or subcontractors are determined to be using or in possession of alcohol or drugs, this Agreement shall terminate immediately.
- 18. SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.
- 19. 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.
- 20. 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.
- 21. GOVERNING LAW.** This Agreement shall be governed under the laws in the State of _____.

22. 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.

23. ADDITIONAL TERMS AND CONDITIONS.

24. 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 have signed and duly executed this Agreement on the dates identified below.

Client's Signature: _____ Date: _____
Print Name _____

Client's Signature: _____ Date: _____
Print Name _____

Nanny's Signature: _____ Date: _____
Print Name _____