

CAREGIVER CONTRACT

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

Caregiver: _____, with a mailing address of _____ (the "Caregiver"), and

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

The Caregiver and the Recipient 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 Recipient hires the Caregiver to work under the terms and conditions hereby agreed upon by the Parties:

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

- ☐ - On the date of _____.
☐ - Upon completion of the Services performed.
☐ - Other: _____.

3. **SERVICES.** The Caregiver agrees to provide the following:

Hereinafter known as the "Services."

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

4. **PAYMENT AMOUNT.** The Recipient agrees to pay the Caregiver 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."

5. PAYMENT METHOD. The Recipient shall pay the Compensation: (check one)

- ☐ - Every ☐ week ☐ month ☐ quarter, beginning on _____.
- ☐ - Upon completion of the Services performed.
- ☐ - Upon the Recipient receiving an invoice from the Caregiver.
- ☐ - Other: _____.

6. RETAINER. The Recipient is: (check one)

- ☐ - REQUIRED to pay a Retainer in the amount of \$_____ to the Caregiver as an advance on future Services to be provided (the "Retainer"). The Retainer is: (check one)
 - ☐ - Refundable.
 - ☐ - Non-Refundable.
- ☐ - NOT REQUIRED to pay a Retainer before the Caregiver is able to provide Services.

7. SCHEDULE. The Caregiver 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

8. TERMINATION. In the event of a material breach, either party may terminate this Agreement prior to the end of the term by providing ____ days' written notice to the defaulting party.

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

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

11. TIME IS OF THE ESSENCE. The Caregiver acknowledges that time is of the essence in regard to the performance of all Services.

12. MUTUAL INDEMNIFICATION. Subject to the terms and conditions set forth in this Agreement, each Party shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents, affiliates, and permitted successors and assigns, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are brought on account of any injuries or damage, or loss, real or alleged, received or sustained by any person, persons, or property, arising out of the Services provided under this Agreement or by either Party's failure to perform or comply with any requirements of this Agreement, including, but not limited to, any claims for personal injury, property damage, infringement of copyright, patent, or other proprietary rights.

13. TAXES. The Caregiver shall be recognized as a: (check one)

- ☐ - W-9 Employee. This entitles the Caregiver to certain state and federal rights in addition to being bound to certain withholdings. The Caregiver will complete Form I-9 (available at www.uscis.gov/forms) and provide the required documentation verifying employment eligibility within 3 days of hire. The Recipient will withhold the required Social Security & Medicare taxes from the Caregiver's pay, along with income taxes per the Caregiver's instructions on Form W-4 and state withholding form (if applicable). The Recipient will pay Social Security and Medicare taxes as well as federal and state unemployment insurance taxes. Recipient will provide the Caregiver with Form W-2 by January 31st after the calendar year concludes. The Recipient will report the Caregiver's earnings to the Social Security Administration so that the Caregiver receives the appropriate credits.
- ☐ - 1099 Independent Contractor. The Caregiver is acting on their own accord providing a service which recognizes the Caregiver as an independent contractor as defined under federal and state law. Therefore, the Caregiver shall bear all responsibility for the payment of Social Security and Medicare taxes as well as any other withholdings as required under local, state, and federal law. If the Caregiver decides at any time to obtain unemployment insurance, they shall have the right to do so under their own accord.

14. CONFIDENTIALITY. The Caregiver acknowledges and agrees that all of the Recipient's financial and accounting records, lists of property, including amounts paid, client and customer lists, and any other data and information related to the Recipient's business is confidential (the "Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Recipient and information which is a matter of public record, the Caregiver shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Caregiver or any other person, except with prior written consent from the Recipient.

- a) Return of Documents. The Caregiver acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Recipient containing Confidential Information shall be the sole and exclusive property of the Recipient and shall be returned to the Recipient upon termination of this Agreement or upon written request of the Recipient.

- b) Injunction. The Recipient agrees that it would be difficult to measure damage to the Recipient's business from any breach by the Caregiver under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Caregiver agrees that should they breach this Section, the Recipient shall be entitled to, in addition to all other remedies it may have at law or equity, an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Recipient.
- c) No Release. The Caregiver agrees that the termination of this Agreement shall not release them from the obligations in this Section.

15. SAFETY. The Caregiver shall be solely responsible for protecting its employees, sub-service providers, material suppliers, and all other persons from risk of death, injury, or bodily harm arising from or in any way related to the Services or the site where Services are being performed (the "Work Site"). In addition, Caregiver agrees to act in accordance with the rules and regulations administered by federal law and OSHA. The Caregiver shall be solely responsible and liable for any penalties, fines, or fees incurred.

16. ALCOHOL AND DRUGS. The Caregiver agrees that the presence of alcohol and drugs is prohibited on the Work Site and while performing their Services. If the Caregiver 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.

17. 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 Caregiver or Recipient an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Caregiver or Recipient.

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, claims identified in Section 11, equitable relief under Section 12, and as otherwise permitted by this Agreement or by law.

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.

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

Recipient's Signature: _____ Date: _____

Print Name _____

Caregiver's Signature: _____ Date: _____

Print Name _____