

NANNY AGREEMENT

This Nanny Agreement (“Agreement”) is made on this ____ day of _____, 2021 by and between _____ (the “Nanny”) and _____ (the “Parents”) Hereinafter known as the “Parties”, whereby the Nanny agrees to provide care for the child or children identified below in accordance with the terms and conditions set forth below:

Parent Information: [ADDRESS]
[ADDRESS]
[ADDRESS]
[PHONE]
[EMAIL]

Child Information: [NAME] [AGE]
[NAME] [AGE]
[NAME] [AGE]
[NAME] [AGE]

Nanny’s Information: [ADDRESS]
[ADDRESS]
[ADDRESS]
[PHONE]
[EMAIL]

Address Where Services will Be Performed: [ADDRESS]
[ADDRESS]
[ADDRESS]

Work Hours: [DEFINE SPECIFICS, SCHEDULE OR AS NEEDED]

The Nanny shall arrive promptly, and shall not depart early without specific consent from the Parent(s). The Nanny and the Parent(s) shall adapt to emergencies and unexpected changes to the schedule as they arise.

The location may be changed from time to time by the Parent(s). The Nanny retains the option to travel or not travel with the Parents.

Compensation:
The Nanny shall receive a salary equal to \$_____ per hour / day. The salary is based on _____ hours of work per day. Any hours in excess of _____ per week or per day will be paid at the overtime rate of \$_____.

The Parent(s) shall issue payment (weekly/bi-weekly/semi- monthly) (“Pay Period”). The Nanny

shall be considered an Independent Contractor and shall be responsible to pay their own taxes and receive a 1099 at year end.

Duties.

The Nanny shall devote the whole of her time, attention and ability, while on duty, for the performance of her duties hereunder, and shall follow all lawful instructions of the Parent(s). The Nanny agrees to perform the duties as an acceptance of employment, including but not limited to:

- Put the absolute safety of the Kid(s) first before all other responsibilities.
- Tend to basic needs of the Kid(s)
- Bathe the Kid(s) at least _____ times per week.
- Prepare the following meals for the Kid(s)
- Tiddy up after the Kid(s).
- Administer medicine to Kid(s) as follows (this may be modified at any time by the Parent(s)):
- Research and plan activities that have substantial child development, social relationship skills and educational value.
- Read at least _____ books to the Kid(s) daily.
- Take the Kid(s) on play dates.
- Use the Parent’s automobile to drive the Kid(s) to activities and events. Nanny shall not drive an automobile with the Kid(s) without a valid driver’s license.
- Use the Nanny’s automobile to drive the Kid(s) to activities and events; properly equip the Nanny’s automobile with appropriate car seats, boosters and other safety devices (to be purchased by the Parent(s)); and keep the Nanny’s automobile in good repair (at the Nanny’s cost) and sanitary condition at all times when it is being used to transport the Kid(s). Nanny shall not drive an automobile with the Kid(s) without a valid driver’s license.
- Do laundry for the Kid(s) as needed.
- Do all laundry as needed.
- Launder the bed linens of the Kid(s) at least once every _____.
- Grant access to home for service personnel (e.g. cable/telephone repairman, pest control, package delivery, housekeeping and maid services, etc.).
- Purchase groceries (at the expense of the Parent(s)) for the Kid(s).
- Keep a daily journal with a narrative of meals, naptime, medication, activities and educational progress.

- [INCLUDE SPECIFIC / UNIQUE DUTIES]: _____

Benefits.

The Nanny shall receive the following holidays off and [paid/ unpaid]: _____

The Nanny may request time off as needed 30 days in advance as a paid day off. Nanny shall be eligible for _____ days each year in paid days off, excluding holidays.

No benefits shall be afforded Nanny as they are considered an Independent Contractor.

Reimbursements.

The Parent(s) will reimburse the Nanny for all expenses incurred by the Nanny while caring for the Kid(s). This shall include, but not limited to: meals, admission prices to entertainment and parking, unexpected necessary needs. In order to be reimbursed Nanny must provide documentation of each expense.

In addition, Nanny shall be reimbursed for mileage when transporting the Children at the rate of _____ per mile.

House Rules.

- a. The Kid(s) are allowed to watch television with the following limitations:
- b. The Kid(s) are allowed screen time on _____ for _____ hours.
- c. The Nanny shall follow the Parent(s) direction and preferences concerning actions that give rise to discipline.
- d. The Nanny understands that smoking is not permitted in and or around the children at all times.
- e. The Nanny is not permitted to use, or be under the influence of, alcohol or illegal drugs while the Nanny is on duty.
- f. The Nanny agrees to maintain valid credentials for providing child care according to state law including but not limited to child CPR and First Aid. The Nanny will provide proof of credentials at the request of the Parent(s).
- g. The Nanny shall keep up on all recommended vaccinations and shall obtain annual influence vaccinations.
- h. Other house rules: _____

Term and Termination of Employment.

The term of this Agreement shall continue until it is terminated by either party in accordance with the provisions hereof. The Nanny is an at will employee and may choose to work for the Parent(s) for as little or as long as the Nanny desires. Likewise, the Parent(s) may continue the Nanny's employment for as little or as long as they wish. Both parties agree to provide _____ days advance notice of intent to terminate this Agreement (or pay in lieu of such notice), except when such termination is for cause. At time of termination, and prior to receipt of final paycheck, the Nanny agrees to return all property of the Parent(s), including, but not limited to, house and car keys, remote entry devices, and car safety seats.

The Parent(s) may immediately terminate for cause and without any advance notice for any reason which they feel jeopardizes the welfare of their child/ children.

Confidentiality.

The Nanny understands that any and all private information obtained about the Kid(s) and the Parent(s) during the course of employment, including, but not limited to, medical, financial, legal, career and assets are strictly confidential and may not be disclosed to any third party for any reason. The obligations of the Nanny under this clause shall survive termination of this Agreement.

Accuracy and Completeness of Information.

The Nanny represents and warrants that the information contained in or provided in the course of her application or interview for this position is accurate in all material respects, and that she did not omit any material information that was requested. Further, the Nanny represents and warrants that she does not have a criminal record, that she is permitted to work in the United States. The Nanny agrees to promptly notify the Parent(s) in the event that she is convicted of a crime.

General Provisions.

Entire Agreement. This Agreement contains the entire understanding of the Nanny and the Parent(s) with respect to employment of the Nanny and supersedes any and all prior understandings, written or oral. This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by all parties. By entering into this Agreement, the Nanny certifies and acknowledges that she has carefully read all of the provisions of this Agreement and that she voluntarily and knowingly enters into said Agreement.

Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Governing Law. This Agreement shall be construed under and in accordance with the laws of the state where the workplace is located.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered.

[PARENT]

[NANNY]

signature

signature