

BABYNURSE AGREEMENT

This Agreement is made this _____ day of _____, 200__ between _____ ("Parents") and Jennifer White ("Babynurse").

1. **Term of Agreement.** This Agreement begins on _____, 200__ and continues through _____, 200__ (the "Term"). The Term may be extended by the written agreement of both parties.

2. **Termination of Agreement.** This Agreement may be terminated:

A. By Parents' written notice to the Babynurse only for cause. Cause means only that the Babynurse is charged with a felony or theft, is intoxicated in the home, is in possession of non-prescription narcotics, is grossly negligent, physically abuses the infant; or engages in clearly violent unprovoked behavior.

B. By Babynurse's written notice at least 14 days in advance to the Parents for any reason.

3. **Purpose of the Agreement.** Parents are contracting with Babynurse for her to provide care, under the terms and conditions of this Agreement, solely to an infant that is to be born to or to be adopted by Parents and for no other purpose.

4. **Compensation.** Parents agree to pay Babynurse a base salary of \$_____ per 24 hour period, for 6 calendar days per week irrespective of whether Parents fully utilize her services.

A. Irrespective of the base salary daily rate, Parents shall pay Babynurse double the base salary daily rate for work scheduled for New Years Eve, New Years Day, Easter Sunday, Thanksgiving Day, Christmas Eve day or night, and Christmas Day.

B. Babynurse's Total Compensation for the Term is \$_____, 50% of which (the "Initial Deposit") Parents shall pay by check, money order or electronic transfer upon signing this Agreement. Babynurse will not commence work until such payment is made. At the end of the first scheduled day of work, Parents shall pay Babynurse the balance of the total compensation by check, money order or electronic transfer.

C. Except as otherwise provided in Section 2 and in Sub-sections 4.D and 4.E, because Babynurse is foregoing pursuing other positions, all of Babynurse's compensation shall be deemed earned in full upon the signing of this Agreement and may not be reduced for any reason including, but not limited to, a reduction in Babynurse's hours or responsibilities or any other circumstances foreseen or unforeseen.

D. If the Agreement is terminated by the Parents for cause, the Babynurse will refund to the Parents promptly the percentage of compensation not earned. That percentage shall be determined by the total number of days remaining in the Term divided by the total number of days of the entire Term.

E. If the Agreement is terminated by the Babynurse, the Babynurse will refund to the Parents promptly the Percentage of compensation not earned. Irrespective of whether the Parents in turn terminate the Babynurse before 14 days have elapsed after notice by the Babynurse, the Percentage shall be determined by the total number of days remaining in the Term after the expiration of 14 days after notice by the Babynurse divided by the number of days in the entire Term.

F. If it becomes necessary for Babynurse to assert any claim or to take any action to collect any sums due her, in addition to any amount otherwise due, Parents shall pay and Babynurse shall be awarded her attorney's fees.

G. Babynurse is an independent contractor. Therefore, there shall be no taxes withheld from Babynurse's compensation.

5. Expenses. Parents shall provide and/or pay for:

A. All reasonable expenses for transportation from her home to Parents home at the beginning of the Term and back to her home at the end of the Term, such expenses to include, but not be limited to, airfare, gasoline, lodging, meals in transit, tips, and transportation to and from airports. If Babynurse is terminated for cause, in that event only Parents shall not be responsible for paying any expenses for Babynurse's return trip to her home.

B. All transportation, lodging, meals, tips, and other incidental expenses including, but not limited to, during Babynurse's days off if she travels with the family.

C. All costs and expenses of any kind or nature including, but not limited to, meals, tips, and transportation for Babynurse to accompany the infant outside of the home.

D. All costs and expenses of any kind or nature for the purchase of any supplies requested by Parents or reasonably necessary for the care of the infant. If Babynurse expends her own funds for any such purpose, which she shall not be required to do except in the event of an emergency or an unplanned expense, Parents shall immediately reimburse Babynurse upon her presentation of a receipt for any such expense.

E. Pay the insurance deductible, and indemnify and hold Babynurse harmless therefrom, if Parents have her use Parents vehicle and there is an accident.

F. Babynurse's room and board; provided, however, if she decides to go out to eat on her own or to purchase carry-in food on her own, she shall be solely responsible for such costs.

G. A private bedroom equipped with a comfortable bed, dresser, operating television, bed linens, towels and wash cloths, wireless internet access, a telephone (for which Babynurse will pay personal long distance calls), and a clothing closet. Parents shall respect Babynurse's privacy and may enter her room only in the event of an emergency or the need for maintenance or if invited.

H. A private bathroom or one shared with other household members or household employees provided that such bathroom is in reasonable proximity to Babynurse's bedroom.

I. Use of an automobile for purposes reasonably related to care of the infant, for errands reasonably requested by Parents, and for such other purposes as may be reasonably necessary for Babynurse to fulfill her responsibilities.

6. **Schedule.** The total number of days Babynurse shall work and for which she shall be paid during the Term is ____.

A. If Babynurse becomes ill and is unable to work, the number of days of missed work shall be added to the end of the Term, which shall be extended accordingly.

B. As used in this Agreement, the word "work" means those days and hours during which Babynurse is on duty and primarily responsible for the infant's care irrespective of whether the infant is sleeping or is away from Parents' home without Babynurse.

C. During hours and days that Babynurse is not scheduled to work, she shall be permitted to spend her time as she chooses and to leave and return to Parents' home as she determines.

D. Each day of work shall be no longer than 20 consecutive hours and Babynurse shall have no less than 4 consecutive hours off each calendar day ("break time"). Babynurse's break time shall be no less than from ___ M to ___ M each day. Babynurse understands that, on a rare occasion, it may be necessary for Parents to alter the break time for that occasion. In that event, Parents shall give Babynurse notice at least 24 hours in advance. Such an alteration in Babynurse's break time shall be for that occasion only and, notwithstanding the alteration, Babynurse shall not be required to work longer than 20 consecutive hours.

7. **Babynurse's Responsibilities.** During Babynurse's work hours, Babynurse shall:

A. Educate and advise parents regarding established methods of infant care.

B. Comply with Parents' reasonable child-rearing preferences. The parties acknowledge that persons of reasonable mind may disagree on what constitutes appropriate infant care or child-rearing. In that event, the parties shall discuss such differences reasonably. If they are unable to resolve such disagreement, Babynurse shall follow Parents' instructions; but, Parents assume all responsibility for the resulting decision and shall indemnify and hold Babynurse harmless for following Parents' directions.

C. Maintain a cheerful and helpful attitude while on duty.

D. Promote feelings of security in the child(ren).

E. Maintain daily logs of infant's schedule and moods to share with Parents about special problems, newly learned skills, etc. so as to promote good communication with Parents.

F. Read and review any pertinent literature provided by the parents in order to promote a broader knowledge base concerning child-rearing philosophies, education, and child psychology.

G. Actively participate in understanding the child(ren)'s needs and provide solutions, support or suggestions where appropriate.

H. Assist with other infant related duties as reasonably requested by the Parents.

I. Bathe the infant.

J. Sterilize, clean and prepare bottles and feed the infant.

K. Initiate a schedule for sleeping, meals, nap and play-time.

L. Launder infant clothing and linens, including drying, folding and putting away, as needed.

M. Keep the nursery tidy.

N. Communicate with Parents regarding baby care items that need to be restocked. It shall be the duty of Parents to restock such items. If Parents send Babynurse out to purchase such items, Parents shall be responsible for care of the child(ren) during that time and shall provide an automobile to Babynurse for that purpose.

O. Empty diaper containers as needed.

P. Provide to Parents a list of suggested products; however, Babynurse shall in no manner be liable for products that are defective in design or manufacture, for which Parents waive any and all claims against Babynurse only.

Q. Offer to assemble small products such as bouncy seats and baby swings; however, Babynurse is not equipped to assemble products that are larger or more complicated to assemble including, but not limited to, cribs, pack 'n plays, co-sleepers, and electronic devices.

R. Travel with the family at Parents' request; provided, however, that Babynurse's work schedule shall remain as specified in Section 5.

S. Clean and maintain her room in an orderly fashion.

T. Respect Parents' privacy. In addition to those areas of the home that Babynurse must reasonably enter to care for the infant:

(1) The following areas of the home are open to her use: (check all that apply) living room, family room, den, sitting room, sun room, dining room, kitchen, basement, deck, patio, pool yard, other: _____

(2) Except in the event of an emergency or if invited, and except to the extent reasonably necessary for the care or wellbeing of the infant, the following areas of the home are closed to Babynurse: master bedroom, master bathroom, office, other guest rooms, any room occupied at the time by Parents and guests. Please list any other rooms that are closed to Babynurse: _____

U. Other responsibilities:

V. Other than as expressly provided in this Agreement, Babynurse's responsibilities do not include housekeeping of any kind and do not include pet care.

W. If Babynurse becomes ill and believes her illness may be contagious, she shall advise the Parents as soon as possible and shall cease work until the period of contagiousness has ended. If Babynurse attempts to or does return to work and Parents believe she may still be contagious, Parents may request a physician's release, at Parents'

sole cost, before Babynurse resumes care of child(ren). Such a physician's release shall not constitute a release of medical information or a waiver of the patient-physician privilege for any other purpose or for any other information. This Subsection does not apply to an illness that is reasonably likely to have been contracted within the home.

8. Emergencies. Because emergencies may arise during the Parents' absence, even if that absence is brief, before Babynurse commences her duties Parents shall provide to Babynurse:

A. Work and cell telephone numbers and any other information that will permit Babynurse to reach Parents promptly.

B. Home, work and cell telephone numbers of at least one other person for Babynurse to contact in the event she is unable to reach Parents.

C. Multiple emergency medical release forms, a copy of which is attached.

D. Complete insurance information, the name and address of the preferred hospital, and the name, address and telephone number of the child(ren)'s pediatrician.

E. If the child(ren) needs emergency medical treatment, the Babynurse will make all reasonable efforts to contact the Parents and to follow the instructions of Parents. When necessary, Babynurse shall first call 911.

9. Allergies and Medications. If either Parents or Babynurse learns or reasonably should know that the infant has any allergy or if either is given a prescription for the infant, that party shall inform the other immediately in writing.

10. Parents' Acquaintances and Relatives. Parents are solely responsible for the actions of acquaintances and relatives including, but not limited to, during hours which the Babynurse is caring for the child(ren). Parents shall indemnify and hold harmless Babynurse from the negligence and actions of such persons. Except in the event of an emergency, unless Babynurse is informed in advance, and unless she is acquainted with the person or is provided with a picture, she will not release the infant to anyone and will not permit anyone to care for the infant other than the Parents.

11. Nanny Cams. Hidden cameras or other surveillance equipment must be disclosed in full by written notice to Babynurse. If any surveillance device of any kind or nature is used by or on behalf of Parents and is not so disclosed, Babynurse may terminate her services and retain all compensation paid.

12. Confidentiality. Except as reasonably necessary to provide a future potential client with references, except as reasonably necessary for the care of the infant, and except as otherwise required by law, Babynurse shall keep confidential all information she learns about the infant, Parents and the Parents' family.

13. **Reference.** On or before the last day of the Term and upon successful completion of her duties to that date, Parents shall provide to Babynurse a letter of recommendation on official letterhead, if any. While this is a small inconvenience to Parents, it is of great importance for Babynurse's career.

14. **Indemnification.** Elsewhere in this Agreement, Parents have agreed to indemnify and hold harmless the Babynurse. Such indemnification and hold harmless agreements include any and all claims, loss, cost or expense including, but not limited to, attorneys fees.

15. **Notice.** Whenever, under this Agreement, one party is required or permitted to give notice to the other, such notice shall be deemed to have been given if hand delivered in person to the other; provided that, if notice is given to the Parents, it need be given to only one, if there is more than one, and may be left in a conspicuous place in the Parents' home. If Parents are unable to give babynurse notice in person, or if babynurse is unable to give notice in person and is unable to give notice by leaving it in a conspicuous place in Parents home, it shall be sent to the home address of the person being notified by U.S. registered mail or U.S. certified mail return receipt requested.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties as to all of its subject matter and supersedes all prior agreements or representations, oral or written, between them. If there is any inconsistency between this and any prior agreement or representation with respect to the same subject matter, the terms of this Agreement shall control. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the parties.

17. **Binding Agreement.** This Agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, assigns, and personal representatives.

18. **Amendments.** No change or modification to this Agreement will be valid unless it is in writing and is signed by both the Parents and the Babynurse.

19. **Venue and Jurisdiction.** This Agreement shall be exclusively governed by and construed in accordance with Ohio law without resort to its conflict of law provisions. The United States District Court for the Northern District of Ohio, or the appropriate state court located in Summit County, Ohio, shall have exclusive jurisdiction over any legal action or proceeding that in any way arises out of or relates to this Agreement. Each Party consents to the *in personam* jurisdiction and venue of each court specified in this Section and hereby waives any objection to the same.

20. **Word Usage.** Where necessary or appropriate to the meaning hereof, the singular and plural shall be interchangeable and the words of any gender shall include all genders. The headings utilized in this Agreement are for convenience only and shall have no effect on the meaning of the provisions in this Agreement.

Date: _____

Parent

Date: _____

Parent

Date: _____

Jennifer White, Babynurse