

## 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 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(s) that is to be born to or to be adopted by Parents and for no other purpose.

4. **Compensation.** Employer agrees to pay Babynurse a base salary of \$\_\_\_\_\_ per hour.

A. Irrespective of the base salary hourly rate, Parents shall pay Babynurse a minimum of \$\_\_\_\_\_ per night for each scheduled night, and double the base salary hourly rate or double the minimum per night, whichever is greater, 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 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-section 4.D, 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 or is terminated by the Babynurse, the Babynurse will refund to the Parents promptly the percentage of compensation not earned. The percentage shall be determined by the total number of remaining work days scheduled but not worked divided by the total number of days of work scheduled for the entire Term as set forth below.

**E.** 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.

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

**5. Expenses.** Parents shall:

**A.** Provide appropriate meals for Babynurse during her work hours.

**B.** Provide a vehicle or reimburse Babynurse at then applicable IRS mileage reimbursement rate for the use of her car if Parents require her to do an errand or if it is reasonably necessary for her to leave the home to attend to the needs of the infant, Parents shall either.

**C.** Reimburse Babynurse for 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.

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

**6. Schedule.** Babynurse shall work a total of \_\_\_\_\_ nights during the Term during the following hours:

Sunday: \_\_\_\_ M. to \_\_\_\_ M.

Monday: \_\_\_\_ M. to \_\_\_\_ M.

Tuesday: \_\_\_\_ M. to \_\_\_\_ M.

Wednesday: \_\_\_\_ M. to \_\_\_\_ M.

Thursday: \_\_\_\_ M. to \_\_\_\_ M.

Friday: \_\_\_\_ M. to \_\_\_\_ M.

Saturday: \_\_\_\_ M. to \_\_\_\_ M.

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. The number of days of missed work shall be added to the end of the Term which shall be extended accordingly.

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 if time permits during the shift.

**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, the 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, strollers and electronic devices.

**R.** Other responsibilities:

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

**T.** If Babynurse becomes ill and believes her illness may be contagious, she shall advise the Parents as soon as possible, shall leave the Parents' home as soon as possible, and shall not return until the period of contagiousness has ended.

**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 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. **Employer's 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 family 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, Parent(s) 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 Parent's 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

