

NANNY CONTRACT FOR SERVICES

I. The Parties. This Nanny Contract for Services ("Agreement") made this ____ of _____, 20____ between:

Employer: _____ with a mailing address of _____, City of _____, State of _____, ("Employer")

AND

Nanny: _____ with a mailing address of _____, City of _____, State of _____ ("Nanny").

Employer and Nanny shall be hereinafter referred together as the "Parties" and agree to the following:

II. Term. This Agreement shall start on _____, 20____ and end in the following manner: (check one)

- On the **Date** of _____, 20____.
- If Employer or Nanny **give notice** of ____ days to the other Party. Notice may be given verbally or in writing.

III. Children. The Nanny agrees to provide care to the following child(ren):

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

The above-mentioned individual(s) shall be collectively referred to as the "Child(ren)."

IV. Responsibilities. The responsibilities of the Nanny shall include, but not be limited to, the general everyday care of the Child(ren) in addition to the following:

The aforementioned responsibilities shall be collectively referred to as the "Services."

V. Weekly Schedule. The Nanny agrees to provide ____ hours per week in accordance with the following schedule:

- | | | |
|--------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> - Monday | Start: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM | End: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> - Tuesday | Start: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM | End: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> - Wednesday | Start: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM | End: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> - Thursday | Start: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM | End: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> - Friday | Start: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM | End: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> - Saturday | Start: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM | End: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM |
| <input type="checkbox"/> - Sunday | Start: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM | End: ____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM |



VI. Location. The Nanny is required to provide their Services at the following address:

The aforementioned street address shall be hereinafter referred to as the "Residence."

VII. Nanny Type. The Nanny shall be: (check one)

- **Working Remotely.** The Nanny acknowledges that they reside in separate housing from the Employer and that the Employer has made no intentions of providing housing to the Nanny.
- **Living in the Residence.** The Employer agrees to provide housing to the Nanny consisting of a bed bedroom with no requirement to pay rent, utilities, or any other expense or bill attributed to the residence.

VIII. Compensation. Nanny shall receive \$____ per hour as compensation for providing their Services. If there are any overtime hours, the Nanny shall receive \$____ per hour. Overtime is considered more than forty (40) hours for any given week period Monday to Sunday ("Compensation").

a.) Occurrence. The Compensation shall be paid: (check one)

- **Weekly**
- **Bi-Weekly**
- **Monthly**
- **Other.** _____

b.) Payment Method. The Compensation shall be paid via: (check one)

- **ACH (Direct Deposit)**
- **Check**
- **Cash**
- **Other.** _____

IX. Transportation. If at any time the Nanny is obligated to provide transportation as part of this Agreement the Employer agrees to: (check one)

- **Provide a Vehicle** to the Nanny.
- **Reimburse the Nanny** their transportation costs for any direct expenses, such as bus, train, or subway tickets, or in accordance with the current IRS Mileage Rates if they are to use their own vehicle.
- **Not provide reimbursement** for any of the Nanny's transportation costs.
- **Other.** _____

X. Other Benefits. In addition to the Compensation, the Employer agrees to provide the following to the Nanny: (check all that apply)

- **Health Insurance.** Describe: _____
- **Public Transportation.** Describe: _____
- **Parking.** Describe: _____



- **College Tuition.** Describe: _____

- **Mobile Phone.** Describe: _____

XI. Time-Off. The Nanny shall receive the following **Paid** **Unpaid** time-off: (check one)

- **Sick Leave** in the amount of ____ days per year.

- **Vacation** in the amount of ____ days per year.

- **Other.** _____ in the amount of ____ days per year.

XII. Holidays. The Nanny shall receive the following **Paid** **Unpaid** Holidays: (check one)

- **New Year's Day**

- **Martin Luther King Jr. Day**

- **Memorial Day**

- **Independence Day**

- **Labor Day**

- **Veterans Day**

- **Thanksgiving**

- **Christmas Day**

XIII. Employment Relationship. The Parties agree that the relationship between the Employer and the Nanny is the following: (check one)

- **W2 Employee.**

a.) Employer Obligations. The Employer will withhold required Social Security and Medicare taxes from the Nanny's pay, along with income taxes per the Nanny's instructions on IRS Form W-4 and all other applicable taxes. All tax withholding shall be remitted to the State and Federal Tax Agencies on or before the household employment tax deadlines. Employer will provide the Nanny with IRS Form W-2 at the end of the calendar year, specifically, by January 31 of the following year.

- **1099 Independent Contractor.**

a.) Nanny Obligations. The Nanny, under the code of the Internal Revenue Service (IRS), is considered an independent contractor with the Nanny solely responsible for payment of: Withholding FICA, Medicare, Social Security, or any other Federal and State withholding taxes from the Employer's payments to the Nanny. This includes, but is not limited to, Federal and State unemployment compensation and contributions on the Nanny's behalf while performing their Services under this Agreement.

XIV. Emergency Contact. In the case of an emergency the following individuals should be contacted if the Employer is unavailable:

Name: _____ Telephone: _____

Name: _____ Telephone: _____

Name: _____ Telephone: _____

XV. Governing Law. This Agreement shall be governed under the laws in the State of _____.



XVI. Confidentiality. The Nanny understands that any and all private information obtained about the Employer, their dependents, or any other person in association with the Employer related to medical, financial, legal, social, career and any other sensitive information may not be disclosed to a third (3rd) party for any reason.

XVII. Social Media. The Nanny understands that no information about the Employer, their dependents, or any other person in association with the Employer location, plans, pictures, shall be allowed to be shared on any social media network.

XVIII. Grounds for Termination. The following are grounds for immediate termination:

- Safety of any dependent to be compromised;
- Non-performance of job responsibilities;
- Dishonesty;
- Theft;
- Misuse of any appliance, equipment, or vehicles;
- Unapproved guests;
- Smoking, consumption of alcohol, or the use of illicit drugs; and
- The breach of any statute or clause in this Agreement;

XIX. 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 rules 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.

XX. Additional Terms and Conditions. _____

XXI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the Parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Nanny.

Nanny's Signature _____ **Date** _____

Print Name _____

Employer's Signature _____ **Date** _____

Print Name _____

