**NANNY SERVICES AGREEMENT**

This Nanny Services Agreement (the “Agreement”) is made as of the date of execution on the signature page below by and between [NANNY], (the “Nanny”), and [CLIENT] (the “Client”), with each having an address indicated on the signature page below. Both the Nanny and the Client may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Nanny is engaged in the business of offering child care services and the Client desires to engage the Nanny to utilize such services in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

1. **SCOPE OF CHILD CARE SERVICES.**
	1. *The Nanny Services.* The child care services subject to this Agreement (the “Child Care Services”) shall be in accordance with the following:

Name of Child(ren): [NAME OF CHILD(REN)]

Address of Premises: [ADDRESS OF PREMISES]

Responsibilities: [LIST OF GENERAL RESPONSIBILITIES]

* 1. *Schedule.* The Nanny shall perform all Child Care Services in accordance with the following schedule:

Sunday: [HOURS TO WORK]

Monday: [HOURS TO WORK]

Tuesday: [HOURS TO WORK]

Wednesday: [HOURS TO WORK]

Thursday: [HOURS TO WORK]

Friday: [HOURS TO WORK]

Saturday: [HOURS TO WORK]

* 1. *Specific Needs.* The Nanny shall perform the Child Care Services with the following specific needs in mind for the child: [DESCRIBE SPECIFIC NEEDS FOR THE CHILD]
	2. *Access to Premises.* The Client will provide the Nanny access to the premises, at the scheduled time, whether by personally providing access or providing a key and/or code to enter the premises. The Nanny shall not be liable to the Client for any failure to perform Child Care Services as a result of the Client’s failure to provide access to the premises.
1. **FEES.**
	1. *Hourly Rate.* The Client shall pay to the Nanny a rate of $[HOURLY RATE] per hour for all Child Care Services completed.
	2. *Invoices.* The Nanny shall invoice the Client for Child Care Services [WEEKLY OR MONTHLY] throughout the term for the Child Care Services. Each invoice shall include a description of the Child Care Services provided and shall be due and payable seven (7) days from receipt by the Client.
	3. *Non-Payment Penalty.* The Client agrees and acknowledges that any non-payment shall incur a penalty of ten percent (10%) per annum or the highest interest rate allowable by the law of the applicable jurisdiction
2. **TERM; TERMINATION.**
	1. *Term.* This Agreement shall commence as of the date of execution and shall continue thereafter until terminated in accordance with this Agreement.
	2. *Termination.* Either Party may terminate this Agreement with written notice to the other Party for any reason. Except that the Client shall only have the right to cancel any scheduled Child Care Services with seventy-two (72) hours written notice to the Nanny.
	3. *Effect of Termination.* Upon termination of this Agreement for any reason, the Client shall immediately pay to the Nanny any amounts due and payable under this Agreement.
3. **MISCELLANEOUS.**
	1. *Assignment.*No Party may assign or transfer its rights or obligations under or interest in this Agreement without the prior written consent of the other Party.
	2. *Governing Law; Venue.* This Agreement shall be construed with and governed by the substantive laws of the State of [STATE]. Should any claim or controversy arise between the Parties under the terms of this Note or in furtherance of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in [COUNTY, STATE].
	3. *Counterparts.*This Agreement may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.
	4. *Notices.* All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or by email, addressed as set forth below or as communicated by either Party after the execution of this Agreement:

Nanny

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

Client

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

* 1. *Attorney’s Fees.* The prevailing party in any action arising out of this Agreement shall be entitled to recover reasonable attorney’s fees as part of any judgment.

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the dates as indicated below.

**[NANNY]:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip

**CLIENT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip

**EXHIBIT A – SCOPE OF WORK**

[SPECIFICATIONS OF WORK PRODUCT AGREED TO BY THE PARTIES]