

CAREGIVER AGREEMENT

I. Parties

This Caregiver Agreement ("Agreement") is made between _____ [Client's Name], with a business address at _____ [Client's Address], and _____ [Caregiver's Name], with a business address at _____ [Caregiver's Address].

WHEREAS, the Client intends to pay the Caregiver for services provided, effective _____ [Effective Date], under the following terms and conditions:

II. Payment and Services

The Caregiver agrees to provide the following caregiver services ("Services"):

- ☐ Transportation and errands
- ☐ Meal preparation
- ☐ Housework and cleaning
- ☐ Financial assistance (bill payments, checkbook balancing, insurance handling)
- ☐ Medication administration
- ☐ Assistance with daily living activities (bathing, grooming, toileting, eating)
- ☐ Other: _____.

The Client agrees to pay the Caregiver as follows:

- ☐ \$ _____ [Hourly Rate] per hour.
- ☐ \$ _____ [Total Project Fee] for the Services.
- ☐ Other Payment Terms: _____.

The payment shall be made:

- ☐ At completion of the Services.
- ☐ On a ☐ weekly ☐ bi-weekly ☐ monthly basis beginning _____ [Start Date].
- ☐ Other: _____.

The Services must be completed by _____ [Completion Date].

III. Term

This Agreement will be effective as of _____ [Start Date], 20__.

Either the Client or the Caregiver may terminate this Agreement with reasonable cause, effective immediately upon written notice. Reasonable cause includes:

- A material violation of this Agreement.
- Any act exposing the other party to liability for personal injury or property damage.

Alternatively, after _____ [30 Days / Other], either party may terminate this Agreement without cause by providing _____ [Notice Period] days' written notice.

IV. Expenses

The expenses shall be handled as follows:

☐ The Caregiver will be responsible for all expenses, including supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, and unemployment taxes.

☐ The Client shall reimburse the Caregiver for the following expenses:

The Caregiver shall submit an itemized statement for reimbursement, and the Client shall pay within _____ [Number] days of receipt.

V. Liability Insurance

The Caregiver agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. The minimum required Liability Insurance coverage shall:

- ☐ Be a minimum amount of \$_____ [Amount].
- ☐ Not have a required minimum amount.

VI. Termination

This Agreement shall terminate upon the following:

- ☐ Completion of the Services.
- ☐ On _____ [Termination Date], 20__.
- ☐ Other: _____.

Either party may also terminate this Agreement for reasonable cause as defined in Section VII.

- ☐ The Client and Caregiver do not have the option to terminate unless there is reasonable cause.
- ☐ Either party may terminate this Agreement at any time by providing _____ [Number] days' written notice.

VII. Independent Contractor Status

The Caregiver is an independent contractor and not an employee of the Client. The Caregiver:

- Has the right to perform services for other clients.
- Has sole control over how the Services are performed.
- May hire assistants or subcontractors.
- Is not required to wear uniforms or receive training from the Client.

VIII. Business Licenses, Permits, and Certificates

The Caregiver represents and warrants that they and their employees have obtained all necessary licenses, permits, and certificates required to perform the Services.

IX. Taxes and Benefits

The Client is not responsible for withholding any taxes for the Caregiver. The Caregiver shall:

- Pay all applicable federal, state, and local taxes.
- Provide proof of tax payments upon request.
- Be solely responsible for unemployment and workers' compensation insurance for their employees.

X. Indemnification

The Caregiver agrees to indemnify and hold the Client harmless from any claims, damages, or liabilities arising from performing the Services under this Agreement.

XI. Confidentiality

The Caregiver agrees to keep all Client information confidential, including:

- Business or marketing plans.
- Customer lists and trade secrets.
- Any materials stamped as “confidential” or “proprietary.”

Upon project completion or at the Client’s request, the Caregiver shall return all materials related to the Client’s business.

XII. Governing Law

This Agreement shall be governed under the laws of _____ [State].

XIII. Additional Terms and Conditions

XIV. Entire Agreement

This Agreement, along with any attachments or addendums, represents the entire agreement between both parties and supersedes all prior agreements or understandings.

CAREGIVER

CAREGIVER (Print Name)

Signature of Caregiver

COMPANY/CLIENT

By:

Its: _____