# **Nanny Contract Agreement Template**

Hi there! We feel happy to welcome you as a nanny to our family. We hope to maintain a positive and long-term relationship with you. We have made use of this Nanny Contract Agreement to help us all be well-aware of each other’s expectations and obligations regarding your appointment as the nanny for our kids. You may expect a few changes and adjustments to be made in your job as a nanny to better suit and align with the schedules and needs of our kids.

You as the Nanny will be legally bound to this Agreement so it is recommended that you fully understand and acknowledge all the contents of this Agreement before signing it.

**EXECUTION**

This Agreement is executed on [DATE] and entered into by and between the [FAMILY] Family (NAME OF FAMILY MEMBER], ( referred a the “Family” herein) that is located at [STREET ADDRESS], [CITY], [STATE], [ZIP] (“Family Residence”) and [NANNY] (“Nanny”) who lives at [STREET ADDRESS], [CITY], [STATE], [ZIP].

The Family may be contacted through the following:

**Primary Contact Details**

|  |  |
| --- | --- |
| Primary Contact Person Name |  |
| Contact Person’s Phone Number |  |
| Any Other Contact Number/ Details |  |

**Secondary Contact Details**

|  |  |
| --- | --- |
| Secondary Contact Person Name |  |
| Contact Person’s Phone Number |  |
| Any Other Contact Number/ Details |  |

**The nanny can be reached through the following:**

|  |  |
| --- | --- |
| Nanny’s Personal Phone Number 1 |  |
| Nanny’s Landline |  |
| Any Secondary Contact Number |  |

**In case the Nanny is unreachable he/she may be reached through the following means:**

|  |  |
| --- | --- |
| Name of Contact Person |  |
| Relationship to Nanny |  |
| Contact Person’s Phone Number |  |

**#1 CHILDREN**

The family has appointed Nanny as the Child Care provider for the children named below:

**Children**

|  |  |  |
| --- | --- | --- |
| **No. of Children** | **Children Names** | **Date Of Birth** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

(referred to as the “Children” as aggregate).

**#2 WORK LOCATION**

All the duties and obligations of the job regarding childcare are to be provided at the Family’s home only, unless otherwise designated by the family in writing. Nanny is under the obligation to keep the children within the home and to not take them to any other location or premises unless a formal request has been made to the Family and the Family has permitted such activity.

**#3 WORK SCHEDULE**

Nanny will be obligated to perform the duties and roles stated herein starting on or from [ DATE OF COMMENCEMENT] and this will remain in continuity until either the Nanny Agreement expires or is terminated on the decision of either party provided that it is in compliance with the contractual terms set forth herein.

Nanny will work the following Hours:

|  |  |
| --- | --- |
| Hours Per Week |  |
| Days Per Week |  |

**#4 ROLES AND RESPONSIBILITIES**

Nanny will be under the obligation to perform the following duties:

|  |
| --- |
| **Description of Duties** |
| Duty 1: |
| Duty 2: |
| Duty 3: |
| Duty 4: |

**#5 COMPENSATION**

**5.1.** The Family has agreed to make regular payments on wage per hour basis with the per hour wage of \_\_\_\_\_\_\_\_ and the Nanny has agreed to the aforementioned payment amount and method.

**5.2.** In order to be disbursed accurately, the Nanny will be required to provide the Family with a list stating all the hours she has worked for the Family and she will be disbursed for those hours on the time and period as agreed upon herein.

**5.3.** The family will be under the obligation to fully compensate the Nanny for any costs she incurred while taking care of the Children such as if she took the children for any entertainment activities such as an indoor playground the fees for entrance or food bought for the children should be compensated fully, within a period of [REIMBURSEMENT period] after the relevant receipts for such expenses have been received by the Family.

**#6 CONFIDENTIALITY**

**6.1.** During the employment of Nanny, she will be disclosed to the family’s personal information such as information related to their identity, education, financial or any medical history and conditions, Nanny fully acknowledges and accepts that this information is sensitive and confidential and will be kept under full protection against any unauthorized disclosure or access.

**6.2.** This particular agreement will remain in effect and require obligation indefinitely even after the Nanny’s employment has ended with the Family or after this agreement expires or has been terminated.

**6.3.** Nanny may protect the Family’s information by being critical of what she shares on her social media such as, she should not provide any of the Family’s information on her social media unless explicit consent has been obtained this information includes any type of information regarding the location of Family’s premises or the schedules of the Children or the Family, sharing images that include the Family, their Children or their house whether shared directly or indirectly.

Such disclosures may only be made in the following cases:

1) To protect the health and welfare of any member of the Family or when the physical safety of any Family Member is at stake.

2) Information is required by a competent court or by any Governmental Organization. However, in such a case the Nanny is under the obligation to bring this under the knowledge of the Family so they may take any action to object to this requirement.

**#7 TERMINATION**

**7.1.** This Agreement is made on the basis of an “At-will” employment which means both parties hold the right to release themselves from this employee-employer relationship as they wish and may terminate this agreement without the need for justification. For the benefit of both parties, this agreement may only be terminated through the following methods:

**7.2.** The family is granted the right to terminate this agreement if any of the following cases occur:

Nanny has put the well-being or physical safety of a Child or Family member under threat due to gross negligence or misconduct.

Nanny is frequently late on her job, performs her roles and obligations very inconsistently and with inadequacy, engages in theft or employs dishonesty during her job, uses the Family’s Premises or their Personal property for unreasonable purposes, does not remain in compliance with the Confidentiality agreement set herein, brings third-parties into the Family’s premises without their knowledge or consent, conducts illegal or objectionable activities within the premises or during her work hours such as consumption of drugs and alcohol. The Nanny was involved in any illegal activity whether on job or off-the-job.

**7.3.** When termination has to take place due to the aforementioned reasons the family is under no obligation to provide a prior notice and is under the freedom to terminate this agreement immediately.

**7.4.** This Agreement may be canceled by the Family with a notice in writing stating the reasons for termination and the execution date of termination, this notice may be handwritten or otherwise to be acceptable. Following the termination, the Nanny will return all the access cards, door keys and any other personal belongings pertaining to the Family that was obtained by the Nanny for the purpose of this Employment.

**7.5.** The Nanny is also granted the right to terminate this Nanny Agreement and release herself from this contract due to any of the following reasons: [ADD REASONS].

**7.6.** The parties are granted the right to release themselves from this agreement by issuing a one week notice with or without cause and also stating the last time of work.

**7.7.** The parties agree that they will deal with the agreement termination in a polite and friendly manner in order to not disrupt the mental or emotional state of the children and to not cause any problem to their education or well-being.

**#8 REPRESENTATIONS**

**8.1.** Nanny warrants and accepts that all the details provided by Nanny pertaining to her employment such as previous experience, qualifications, and prior performances are accurate and adequate and acknowledges that in case any details provided are proved to be inaccurate or inadequate, the Family will end this contract and dismiss the Nanny from this job.

**8.2.** The Family has been granted the right to screen the Nanny for suitability and compatibility for the benefit of their children, they may conduct a background check, request a criminal record, and/ or ask for previous employment references and in case any information is revealed that the Family suspects may prove to be problematic during the course of the job the Family may immediately terminate this Agreement with the exception for when any applicable law prohibits the Family from terminating this agreement because it deems the reasons to be invalid or unreasonable.

**#9 GOVERNANCE**

This agreement is under the governance of the jurisdiction of State of [STATE OF FAMILY RESIDENCE] and both parties, the Family and Nanny agree to resolve all and any disputes or conflicts by submitting the dispute to a competent court located in the State of [STATE OF FAMILY RESIDENCE].

**#10 VARIATION IN CONTRACT (ADDENDUM)**

Any changes, amendments or modifications may only be made to this agreement as needed but in case significant changes are to be made regarding the obligations, schedule and responsibilities of Nanny this agreement may only be amended after the written consent of both parties has been obtained.

By signing this form below Both parties accept all the roles and obligations and the contractual terms laid out herein:

**Nanny :**

|  |  |
| --- | --- |
| Nanny Signature |  |
| Initials |  |
| Name: |  |
| Date of Signature: |  |

**Family**

|  |  |
| --- | --- |
| Parents Signature |  |
| Initials |  |
| Name: |  |
| Date of Signature: |  |

**ADDENDUM A**

**SCHEDULE FOR NANNY**

Nanny will be required to work according to the following schedule unless designated otherwise by both parties:

|  |  |
| --- | --- |
| **Daily Routine** | **Working Hours of Duty** |
| Monday |  |
| Tuesday |  |
| Wednesday |  |
| Thursday |  |
| Friday |  |
| Saturday |  |
| Sunday |  |

**Holiday Schedule**

|  |  |
| --- | --- |
| **Day of Holiday** | **Arrangements (Remarks)** |
|  |  |
|  |  |
|  |  |
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|  |  |
|  |  |