

BABYSITTING AGREEMENT

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This Babysitting Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARENT/GUARDIAN LEGAL NAME], residing at [ADDRESS] (the "**Parent**"); and

[BABYSITTER LEGAL NAME], of [ADDRESS] (the "**Babysitter**").

The Parent and the Babysitter are each a "**Party**" and together the "**Parties**." This Agreement concerns the care of the following child or children: [CHILD NAME(S), AGE(S)] (each a "**Child**" and collectively the "**Children**").

Recitals. The Parent wishes to engage the Babysitter to provide occasional or scheduled childcare for the Children, and the Babysitter wishes to provide that care, on the terms below. The Parties wish to set out the schedule, duties, pay, and emergency authority. In consideration of the mutual promises below, the Parties agree as follows.

1. Engagement and Scope

1.1 Engagement. The Parent engages the Babysitter to supervise and care for the Children, and the Babysitter accepts the engagement, on the terms of this Agreement.

1.2 Schedule. The Babysitter will provide care [ON THE FOLLOWING DATES/TIMES / ON CALL AS ARRANGED / ON THE RECURRING SCHEDULE]: [SCHEDULE]. Specific dates and times may be arranged by text or call without amending this Agreement.

1.3 Location. Care will be provided at [ADDRESS], unless the Parent authorizes another location in advance.

1.4 Independent contractor. The Babysitter is engaged as an independent contractor for occasional care, unless the Parties' arrangement and applicable law make the Babysitter a household employee, in which case the Parent will comply with applicable employment and tax requirements.

2. Duties and Standard of Care

2.1 Supervision. The Babysitter will maintain continuous, attentive supervision of the Children appropriate to their ages and will keep them safe at all times.

2.2 Routine care. The Babysitter's duties include [FEEDING / PREPARING MEALS / BATHING / DIAPERING / HOMEWORK HELP / BEDTIME ROUTINE / LIGHT TIDYING OF CHILDREN'S AREAS] as applicable to the Children.

2.3 House rules. The Babysitter will follow the Parent's house rules regarding [SCREEN TIME / SNACKS / VISITORS / OUTINGS / DISCIPLINE], set out in **Exhibit A** or communicated by the Parent.

2.4 Limits. The Babysitter will not leave the Children unattended, consume alcohol or impairing substances while on duty, host personal visitors without permission, drive the Children without authorization, or use a phone in a

way that distracts from supervision.

2.5 Conduct. The Babysitter will be punctual, communicate promptly with the Parent, and treat the Children and the home with respect and care.

3. Compensation

3.1 Rate. The Parent will pay the Babysitter **\$[AMOUNT]** per **[HOUR / SESSION]**, with a minimum of **[NUMBER]** hours per session where applicable.

3.2 Overtime and holidays. Care beyond **[NUMBER]** hours, or on **[HOLIDAYS / LATE NIGHTS]**, will be paid at **\$[AMOUNT or RATE]**.

3.3 Payment. Payment is due **[AT THE END OF EACH SESSION / WEEKLY / AS ARRANGED]**, by **[CASH / APP / CHECK]**.

3.4 Expenses. The Parent will reimburse pre-approved out-of-pocket expenses for the Children, such as activity fees or snacks, on presentation of receipts.

3.5 Cancellation. If the Parent cancels a scheduled session within **[NUMBER]** hours of its start, the Parent will pay a cancellation fee of **[AMOUNT / NUMBER OF HOURS]**.

4. Health, Safety, and Emergencies

4.1 Emergency authority. In an emergency, the Babysitter is authorized to seek medical care for a Child and to take reasonable steps to protect the Children's safety, and will contact the Parent and emergency services as appropriate.

4.2 Emergency contacts. The Parent's contact information is **[PHONE]**; the backup contact is **[NAME, PHONE]**; the Children's physician is **[NAME, PHONE]**. The Parent will keep these current and provide them before each session.

4.3 Allergies and medication. The Parent will disclose all allergies, medical conditions, and medications in **Exhibit A** and provide written instructions and dosages. The Babysitter will administer medication only as instructed in writing.

4.4 Incident reporting. The Babysitter will promptly report to the Parent any injury, illness, accident, or unusual behavior involving a Child.

4.5 Safety information. The Parent will show the Babysitter the location of first-aid supplies, exits, fire extinguishers, and any home-safety equipment.

5. Transportation

5.1 Authorization. The Babysitter **[MAY / MAY NOT]** transport the Children by vehicle. If permitted, the Babysitter will hold a valid driver's license, maintain required auto insurance, obey traffic and child-restraint laws, and use the car seats or boosters provided.

5.2 Approved destinations. Authorized destinations are: **[LIST]**. The Babysitter will not take the Children elsewhere without the Parent's prior consent except in an emergency.

6. Confidentiality and Conduct

6.1 Privacy. The Babysitter will keep confidential the family's personal information, routines, security codes, and anything observed in the home, and will not post about the Children or the home on social media without the

Parent's consent.

6.2 **Honesty.** The Babysitter will not access the family's private property, accounts, or spaces beyond what is needed to care for the Children.

7. Liability and Indemnification

7.1 **Reasonable care.** The Babysitter will exercise reasonable care but does not guarantee against every accident. The Babysitter is responsible for harm caused by its own negligence or misconduct.

7.2 **Owner of premises.** The Parent is responsible for maintaining a reasonably safe home environment and for disclosing known hazards.

7.3 **Indemnification.** Except to the extent caused by the Babysitter's negligence or misconduct, the Parent will hold the Babysitter harmless from claims arising from conditions of the home or the Children's pre-existing conditions that were not disclosed.

8. Term, Termination, and General Provisions

8.1 **Term.** This Agreement begins on the Effective Date and continues until ended by either Party on **[NUMBER]** days' notice, or immediately for a safety concern or material breach.

8.2 **Governing law.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. Disputes will be brought in the courts located in **[COUNTY, STATE]**.

8.3 **Entire agreement; amendment.** This Agreement, with its Exhibits, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

8.4 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.5 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PARENT / GUARDIAN

BABYSITTER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: N/A

Title: N/A

Date: _____

Date: _____

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