

Baby Nurse Agreement

This agreement is made this day _____ 2013 between

_____ (“Parents”) and Mothers Helping Hands Atlanta LLC.

1: Term of Agreement. This agreement begins on _____ 2013 and continues through _____ 2013 (the “Term”). The term may be extended by the written agreement of both parties.

2: Termination of Agreement. This agreement may be terminated :

A: Upon Parents' written notice to the Babynurse only for cause. Cause means only that the Babynurse is charged with a felony or theft, is intoxicated in the home, is in possession of non-prescription narcotics, is grossly negligent, physically abuses the infant, or engages in clearly violent unprovoked behavior.

B: Upon Babynurse’s written notice to the Parents for cause. Cause means but is not limited to:

Verbal or physical abuse, Parents' instructing Babynurse to engage in practices that will cause undo stress or harm to infant(s), Parents' failure to meet payment agreement, interference with infant care from Parent's friends or family.

3: Purpose of Agreement. Parents are contracting with Babynurse for her to provide care, under the terms and conditions of this Agreement, solely to an infant(s) that is to be born to or adopted by Parents and for no other purpose.

4: Compensation: Parents agree to make full payment to Happiest Doula.

A: The following packages are available:

1. \$520.00 for 24 hours @ 8 hours per night , for a minimum of 3 nights per week for a single infant. (\$21.00/hr)
2. \$630.00 for 24 hours @ 8 hours per night , for a minimum of 3 nights per week for twins. (\$26.00/hr)
3. \$750.00 for 24 hours @ 8 hours per night , for a minimum of 3 nights per week for triplets. (\$31.00/hr)

B: Irrespective of the base hourly wage, Parents shall pay a minimum of eight hours per day for each scheduled day, and double the base salary hourly rate or double the minimum per day, whichever is greater, for work scheduled for New Year’s Eve, New Year’s Day, Christmas Eve, Christmas Day, Labor Day, Memorial Day, Easter Sunday, July 4th or Thanksgiving Day. Both parties also understand that the minimum daily wage may not be reduced for any reason including but not limited to, a reduction in Babynurse’s hours or responsibilities or any other circumstances foreseen or unforeseen.

C: Babynurse will not commence work until full payment is made. Except as otherwise provided in Section 2, because Babynurse is foregoing pursuing other positions, all of the Babynurse contract fee shall be deemed earned in full and non-refundable upon the signing of this Agreement.

D: Babynurse shall work a minimum of three (3) nights a week, for minimum eight(8) hours per night.

E: If it becomes necessary for Babynurse to assert any claim or to take any action to collect any sum due her, in addition to any amount otherwise due, Parents shall pay and Babynurse shall be awarded her attorney’s fees.

F: Babynurse is an independent contractor. Therefore, there shall be no taxes withheld from Babynurse's compensation.

5: Expenses. Parent's shall reimburse Babynurse for all costs and expenses or any kind or nature for the purchase of any supplies requested by Parents or reasonably necessary for the care of the infant. If Babynurse expends her own funds for any such purpose, which she shall not be required to do except in the event of an emergency or an unplanned expense, Parents shall immediately reimburse Babynurse upon her presentation of a receipt for any such expense.

6: Schedule. Babynurse shall work a total of _____ nights, with ___ hours per night as mutually agreed to by MHHA LLC and Parents in writing.

Sunday: _____

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

Please make check payable to Happiest Doula.

7: Babynurse's Responsibilities. During Babynurse's work hours, Babynurse shall:

A: Educate and advise Parents regarding established methods of infant care.

B: Comply with Parents reasonable child-rearing preferences. The parties acknowledge the persons of reasonable minds may disagree on what constitutes appropriate infant care or child-rearing. In that event, the parties shall discuss such differences reasonably. If they are unable to resolve such disagreements, Babynurse shall follow Parents instructions; but, Parents assume all responsibilities for the resulting decisions and shall indemnify and hold Babynurse harmless for following Parents directions.

C: Maintain a cheerful and helpful attitude while on duty.

D: Promote feeling of security in the child{ren}.

E: Maintain daily logs of infants(s) schedule and mood to share with Parents about special problems, newly learned skills etc. so as to promote good communication with Parents.

F: Read and review any pertinent literature provided by the Parents in order to promote a broader knowledge base concerning child rearing philosophies, education, and child psychology.

G: Actively participate in understanding the child(ren)'s needs and provide solution, support, or suggestions where appropriate.

H: Assist with other infant related duties as reasonably requested by the Parents.

I: Bath the infant.

J: Sterilize, clean and prepare bottles and feed the infant.

K: Initiate a schedule for sleeping, meals, nap and play time.

L: Launder infant clothing and linens, including drying, folding and putting away, as needed if time permits during the shift.

M: Keep the nursery tidy.

N: Communicate with Parents regarding baby care items that need to be restocked. It shall be the duty of the Parents to restock such items. If Parents send Babynurse out to purchase such items, the Parents shall be responsible for care of the child(ren) during that time and shall provide an automobile to Babynurse for that purpose.

O: Empty diaper containers as needed.

P: Provide to Parents a list of suggested products, however Babynurse shall in no manner be liable for products that defective in design or manufacture, for which Parents waive any and all claims against Babynurse only.

Q: Other Responsibilities:

R: Other than expressly provided in this Agreement, Babynurse's responsibilities does not include housekeeping of any kind nor does it include pet care.

S: If Babynurse becomes ill and believes her illness may be contagious, she shall advise the Parents as soon as possible, shall leave the Parents' home as soon as possible, and shall not return until the period of contagiousness has ended.

8: EMERGENCIES. Because emergencies may arise during the Parents' absence, even if that absence is brief, before Babynurse commences her duties Parents shall provide to Babynurse:

A: Work and cell phone numbers and any other information that will permit Babynurse to reach the Parents promptly.

B: Home, work, and cell phone numbers of one other person for Babynurse to contact in the event she is unable to reach Parents.

C: Multiple emergency medical release forms, a copy of which is attached.

D: Complete insurance information, the name and address of the preferred hospital, and the name, address and telephone number of the child(ren)'s pediatrician.

E: If the child(ren) needs emergency medical treatment, the Babynurse will make all reasonable efforts to contact the Parents and to follow the instructions of Parents. When necessary, Babynurse shall first call 911.

9: Allergies and Medications. If either the Babynurse or Parents learn or reasonably should know that the infant has any allergy or if either is given a prescription for the infant, that party shall inform the other immediately in writing.

10: Employer's Acquaintances and Relatives. Parents are solely responsible for the actions of acquaintances and relatives including, but not limited to, during hours which the Babynurse is caring for the child(ren). Parents shall indemnify and hold harmless Babynurse from the negligence and actions of such persons. Except in the event of an emergency, unless Babynurse is informed in advance, and unless she is acquainted with the person or is provided with a picture, she will not release the infant to anyone and will not permit anyone to care for the infant other than the Parents.

11: Nanny Cams. Hidden cameras or other surveillance equipment must be disclosed in full by written notice to Babynurse. If any surveillance device of any kind or nature is used by or on behalf of Parents and is not disclosed, Babynurse may terminate her services and retain all compensation paid as well as full payment for time worked.

12: Confidentiality. Except as reasonably necessary to provide a future potential family with references, except as reasonably necessary for the care of the infant, and except as otherwise required by law, Babynurse shall keep confidential all information she learns about the infant, Parents, and Parents' family.

13: Reference. On or before the last day of the Term and upon successful completion of her duties to that date, Parents shall provide to Babynurse a letter of recommendation on official letterhead, if any. While this is a small inconvenience to the Parents, it is of great importance for Babynurse's career.

14: Indemnification. Elsewhere in this Agreement, Parents have agreed to indemnify and hold harmless the Babynurse. Such indemnification and hold harmless agreements include any and all claims, loss, cost or expense including, but not limited to, attorneys fees.

15: Notice. Whenever, under this Agreement, one party is required or permitted to give notice to the other, such notice shall be deemed to have been given if hand delivered in person to the other, provided that, if notice is given to the Parents, it need be given to only one, if there is more than one, and may be left in a conspicuous place in Parent's home. If Parents are unable to give Babynurse notice in person, or if Babynurse is unable to give notice in person and is unable to give notice by leaving it in a conspicuous place in Parent's home, it shall be sent to the home address of the person being notified by U.S. Registered mail or U.S. Certified mail return receipt requested.

16: Entire Agreement. This Agreement contains the entire agreement between the Parents and the Babynurse as to all of its subject matter and supersedes all prior agreements or representations, oral or written, between them. If there is any inconsistency between this and any other prior agreement or representation with respect to the same subject matter, the terms of this Agreement shall control. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the parties.

17: Binding Agreement. This Agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, assigns, and personal representatives.

18: Amendments. No change or modification to this Agreement will be valid unless it is in writing and is signed by both the Parents and the Babynurse.

19: Venue and Jurisdiction: The Agreement shall be exclusively governed by and construed in accordance with Georgia state law without resort to its conflict of law provisions. The United States District Court of Georgia, or the appropriate state court located in Fulton/Dekalb county, Georgia, shall have exclusive

jurisdiction over any legal action or proceeding that in any way arises out of or relates to this Agreement. Each party consents to the jurisdiction and venue of each court specified in this Section and hereby waives any objection to the same.

20: Word Usage. Where necessary or appropriate to the meaning hereof, the singular and plural shall be interchangeable and the words of any gender shall include all genders. The headings utilized in this Agreement are for convenience only and shall have no effect on the meaning of the provisions in this Agreement.

21. Substitute help. Baby nurse may from time to time, when Baby nurse has an emergency or is sick, or as otherwise mutually agreed upon between Baby nurse and Parents, send a substitute Baby nurse and all payments made for all services provided by the substitute Baby nurse shall be paid direct to MHHA LLC and not to the substitute Baby nurse. In the event that the substitute Baby nurse is unacceptable to the Parents, Parents are required to promptly inform Baby Nurse (Rosalee Henry).

22. For this contract Baby Nurse will be _____.

DATE: _____

Parent

DATE: _____

Parent

Date: _____

Rosalee Henry, owner