

CAREGIVER'S SERVICE AGREEMENT

1. The parties to this agreement are _____, who resides at (street address, city, state), who will be referred to in this document as Client , and _____ Caregiver, hereinafter referred to as Caregiver.
2. The purpose of this agreement is to set out the terms of employment and to establish what assistance Caregiver will provide to Client.
3. Caregiver will provide personnel to assist Client to live at home and to have as much control over the home environment and life as possible, under the circumstances.
4. Caregiver will provide personnel to assist Client with the activities of daily living, scheduling medication, assistance with mobility, accompanying Client on errands and appointments, and such other services as agreed between Caregiver and Client.
5. Said personnel of Caregiver will work according to a schedule established by Client and Caregiver, and said schedule will not be altered without at least 48 hours advance notice to Caregiver (to allow Caregiver to approve the alteration or make other arrangements.)
6. This agreement may be terminated at will by either Client or Caregiver with two (2) weeks advance written notice.
7. This agreement will be interpreted according to the laws of the State of _____.
8. Client acknowledges that he/she was told that he/she was free to consult with a lawyer to review this agreement prior to signing it and had ample opportunity to do so. Client acknowledges that this is an arms-length transaction in which he/she was free to negotiate and did negotiate the terms of this agreement.
9. In the event of any breach of this agreement, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs incurred by the other party in the enforcement of this agreement or suit for recovery of damages. The prevailing party in any suit instituted arising out of this agreement will be entitled to receive reasonable attorneys' fees and costs incurred in such suit.
10. Client and Caregiver acknowledge that Caregiver is an independent contractor and is not an agent, partner, joint venturer nor employee of Client. Caregiver has no authority to bind or otherwise obligate Client in any manner nor shall either represent to anyone that it has a right to do so.
11. The hours and hourly compensation of Caregiver are subject to change at any time as agreed between Caregiver and Client. The initial arrangement is as follows:

Hours/days _____
Compensation _____

12. Client hereby releases and holds Caregiver harmless for any acts of simple negligence of on the part of the personnel provided by Caregiver.

WITNESS our signatures this the _____ day of _____, 20____.

Caregiver

Client