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Caregiver Agreement

State of Alabama

This Caregiver Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ ("Effective Date") by and between the following Parties: _____ ("Caregiver"), having a primary address at the following:

_____
Phone Number: _____
Email: _____

and _____ ("Guardian"), having a primary address at the following:

_____
Phone Number: _____
Email: _____

Guardian will be contracting in this Agreement for caregiving services for the following Client: _____ ("Client"). Client and Guardian will be collectively referred to throughout this Agreement as Client, but it is understood that all references to Client shall be taken to refer to Guardian's contractual representation of Client.

Client and Caregiver may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Guardian wishes to retain Caregiver to provide certain Caregiving Services, described more fully below, to assist the following Party in continuing to live independently: _____;

WHEREAS, Caregiver has the skills, qualifications, and expertise required to provide the Caregiving Services to the Client;

WHEREAS, Caregiver wishes to render such Caregiving Services to Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

A) "Caregiving Services" shall be used to refer to the following specific caregiving services that the Caregiver will provide to the Client under the terms and conditions set forth herein:

_____

B) "Commencement Date" shall be used to refer to the date the Caregiver begins the Caregiving Services. The Commencement Date shall be _____.

C) "Completion Date" shall be used to refer to the date that the Caregiver will complete or cease the provision of Caregiving Services to the Client. The Completion Date will be _____.

D) "Fees" shall be used to refer to the payment Client will pay Caregiver for the rendering of the Caregiving Services. Specifically, the fees shall be as follows:

$2 (two US dollars), as a fixed fee for all Caregiving Services rendered

Article 2 -

Article 3 - LOCATION:

Caregiver will provide the Caregiving Services to the Client at the following location (throughout this Agreement, "Location"):

_____

Article 4 - HOUSING:

Caregiver will be moving into the Location to provide the Caregiving Services. Room and board will be provided to Caregiver at no additional cost, to be considered in accordance with Caregiver's compensation for the Caregiving Services.

Article 5 - INDEPENDENT CONTRACTOR STATUS:

Caregiver is an independent contractor and will, at all times, act as such. Caregiver is responsible for Caregiver's own local, state, and federal tax liability, and no tax funds or other required payments, such as social security, will be withheld from any of Caregiver's paychecks.

Article 6 - EXPENSE REIMBURSEMENT:

Caregiver will be responsible for any and all expenses incurred in the performance of the Caregiving Services under this Agreement.

Article 7 - SCHEDULE:

The schedule for the Caregiving Services shall be as follows:

_____

The Parties may change or adjust the schedule, as needed.

Article 8 - VEHICLE:

Caregiver will drive their own vehicle to perform the Caregiving Services. Caregiver may submit actual gas costs, by keeping a detailed mileage log, to Client for reimbursement.

Article 9 -

Article 10 - TERMINATION:

This Agreement may be terminated by either Party, upon reasonable notice to the other

Party. Termination does not need to be in writing.

Article 11 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

F) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

G) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

H) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

EXECUTION:

Caregiver:

_____

Signature: _____

Date:_____

Guardian, as legal guardian of _____:

_____

Signature: _____

Date:_____