

# Caregiver Contract

## 1. Parties

This Caregiver Contract ("**Contract**" hereinafter) has been signed by and between \_\_\_\_\_ ("**Caregiver**" hereinafter) with its residence at \_\_\_\_\_

and \_\_\_\_\_ ("**Client**" hereinafter) with its residence at \_\_\_\_\_.

This Contract is a third party beneficiary contract that the Client signed the Contract for its relative \_\_\_\_\_ ("**Care Recipient**" hereinafter) who is requiring care, nursing and assistance due to medical and health related conditions.

## 2. Scope of Services

Within the scope of this Contract, the Caregiver agrees and undertakes to provide services detailed below;

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## 3. Term and Service Schedule

This Contract has been signed for an indefinite period of time that the Parties can terminate the Contract at any time with a \_\_\_\_\_ day prior notice without prejudice to the specific termination reasons specified in this agreement. First \_\_\_\_\_ months starting from the first day of service are probation period. In the probation period, parties terminate the Contract immediately.

The Caregiver shall be available for \_\_\_\_\_ per week to provide care services, as mutually agreed upon by both parties. The specific schedule shall be established and confirmed in advance on a weekly basis.

Any additional services provided beyond the agreed-upon hours shall be compensated separately.

#### 4. Price and Payment Schedule

The Client agrees to pay the Caregiver \_\_\_\_\_ monthly for the caregiving services provided. This amount is inclusive of all agreed-upon services. The Client agrees to make additional payment for any additional services or overtime works. The price of extra services or overtime shall be negotiated by the parties according to circumstance. All payments under this Contract shall be made via \_\_\_\_\_.

#### 5. Annual Leave

The Caregiver shall be entitled to \_\_\_\_\_ days of annual leave per year. If a longer annual leave period is specified in the legislation, the Caregiver shall use annual leave for this period. Annual leaves shall be taken with prior notice.

In the event of termination or resignation, any accrued but unused annual leave days shall be compensated.

#### 6. Termination

Either party may terminate this Contract upon providing written notice to the other party at least \_\_\_\_\_ in advance. The parties shall also agree to terminate the Contract in writing.

Termination may occur if any of the parties breaches the fundamental obligations arising from this Contract. In such a case, the nonbreaching party shall notify the other party that the Contract has been terminated due to just cause. If the caregiver's performance is consistently unsatisfactory and does not meet the agreed-upon standards despite reasonable attempts to rectify the situation, the Client shall terminate the Contract immediately.

Both parties agree to settle any outstanding matters or disputes arising from the termination of this Contract amicably.

## 7. Miscellaneous

**Entire Agreement** - This Contract contains the entire agreement and understanding among the parties hereto with respect to the subject matter of this Contract, and supersedes all prior agreements and understandings, express or implied, oral or written.

**Notifications** - All notifications and required communications with respect to this Contract shall be sent to respective addresses and email addresses indicated in the first page of this Contract. Parties are obliged to inform the other party promptly in case of an address change.

**Assignment** - Neither this Agreement nor any of the rights, interests or obligations under this Contract shall be assigned, in whole or in part, without the prior written consent of the other party.

**Severability** - Should any part of this agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, the parties agree to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Contract shall remain in full force and effect.

**Governing Law** - Disputes arising from this Agreement are primarily tried to be resolved through peaceful resolution methods such as reconciliation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_.

### The Caregiver

Name

Date

Signature

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### The Client

Name

Date

Signature

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