

CAREGIVER SERVICES AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Caregiver Name: _____

Address: _____

Phone/Email: _____

CLIENT (RECIPIENT) INFORMATION:

Client Name: _____

Address: _____

Phone/Email: _____

SERVICES TO BE PROVIDED:

Caregiver agrees to provide personal care and supportive services to the Client, including but not limited to assistance with activities of daily living such as bathing, dressing, meal preparation, medication reminders, mobility assistance, and companionship, as mutually agreed and documented in any attached Schedule or Care Plan.

TERM AND TERMINATION:

This Agreement shall commence on the Effective Date and continue until terminated by either party with at least seven (7) days prior written notice. Termination may be immediate for cause, including but not limited to breach of any material term of this Agreement or misconduct by the Caregiver.

COMPENSATION AND PAYMENT TERMS:

Client agrees to pay Caregiver at the rate of \$_____ per hour/session. Payment will be made weekly/biweekly/monthly (specify) upon receipt of an invoice or timesheet. Any additional expenses or overtime must be pre-approved by Client in writing.

RESPONSIBILITIES AND STANDARDS OF CARE:

Caregiver agrees to perform services with reasonable skill, care, and diligence and in compliance with all applicable laws, regulations, and standards. Caregiver shall maintain confidentiality of Client's personal and medical information as required by law and this Agreement.

HEALTH AND SAFETY:

Caregiver affirms to be physically and mentally capable of providing services. Client agrees to inform Caregiver of any known health conditions or hazards. Both parties agree to comply with health and safety laws and to notify each other promptly of any incidents or concerns.

INDEPENDENT CONTRACTOR STATUS:

Caregiver is engaged as an independent contractor and not as an employee of Client. Caregiver is responsible for all applicable taxes, insurance, and benefits. Nothing herein shall be construed to create a partnership, joint venture, or employer-employee relationship.

LIABILITY AND INDEMNIFICATION:

Client agrees that Caregiver shall not be liable for any indirect, incidental, or consequential damages arising from the provision of services, except for gross negligence or willful misconduct. Client agrees to indemnify and hold Caregiver harmless from any claims arising out of Client's failure to disclose material information or comply with any applicable law.

CONFIDENTIALITY:

Caregiver agrees to maintain all information concerning Client's personal, medical, and financial matters in strict confidence during and after the term of this Agreement, except as required by law or with Client's prior written consent.

DISPUTE RESOLUTION:

Any disputes arising under this Agreement shall be resolved first by good faith negotiation between the parties. If unresolved, disputes may be submitted to mediation or binding arbitration in accordance with the laws of the State of _____, and venue shall be in _____ County, _____.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of law principles. Venue for any legal action arising hereunder shall be exclusively in the state or federal courts located in _____ County, _____.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. Any amendments or modifications must be made in writing and signed by both parties.

SEVERABILITY:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

NOTICES:

All notices under this Agreement shall be in writing and delivered by hand, certified mail return receipt requested, nationally recognized overnight courier, or electronic means capable of confirming transmission and receipt, to the addresses set forth above or such other address as designated in writing by either party.

CAREGIVER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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