

# Babysitting Agreement

## **This is a template, not legal advice**

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

## **How to use this template**

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

# Babysitting Agreement

This Babysitting Agreement (this "Agreement") is made on [Date] between [Parent or guardian's full legal name] of [Parent or guardian's address] (the "Parent") and [Babysitter's full legal name] of [Babysitter's address] (the "Babysitter").

The Parent wishes to engage the Babysitter to provide occasional, hourly childcare for the child or children named in clause 2, at the times the Parent needs care rather than on a fixed ongoing schedule. This Agreement is for casual babysitting only — it does not create an employment relationship, and it does not cover a live-in, full-time or otherwise regularly scheduled arrangement, which needs a nanny employment contract instead. This Agreement sets out the hours, pay, routines, and who may authorise emergency medical treatment if the Parent cannot be reached.

## 1. The Parties and Their Contact Details

While the Babysitter is caring for the child or children, the Parent can be reached on [Parent's telephone number] and will be at [Where the Parent will be during care]. The Parent shall tell the Babysitter immediately of any change to these details.

The Babysitter can be reached on [Babysitter's telephone number] and at [Babysitter's email address]. The Babysitter provides childcare under this Agreement as an independent contractor and not as an employee of the Parent, as set out further in clause 9.

## 2. The Children

The Babysitter agrees to care for the following child or children (each a "Child"), at the address stated in clause 3, for the hours stated in that clause.

The Parent warrants that the information given below is accurate and complete as of the date of this Agreement, and shall tell the Babysitter immediately of any change to a Child's health, medication, allergies or behaviour that arises before or during any period of care.

- (a) Name and age of each Child: [Name and age of each child]
- (b) Allergies (food, medication, insect, or other): [Allergies, or write "none"]
- (c) Medical conditions and current medications, with dose and time:  
[Medical conditions and current medications, with dose and time]
- (d) Behavioural notes, fears, and anything that reliably comforts or calms the Child:  
[Behavioural notes and comfort items]
- (e) Swimming ability, if there is a pool, spa or open water at or near the home:

[Swimming ability, or write "not applicable"]

### 3. Address and Schedule

Care is provided at [Address where care will take place] (the "Home"). This Agreement covers hourly, occasional care rather than a fixed weekly schedule — each period of care is arranged in advance between the Parent and the Babysitter, for example by text message or phone call, stating the date, start time and expected end time.

The Parent shall tell the Babysitter, before each period of care begins, the expected start and end time and shall confirm the actual time the Parent returns. Where the Parent is delayed, clause 8 applies.

### 4. Duties, Routines and House Rules

During each period of care the Babysitter shall supervise the Child or Children at all times, and shall follow the meal, bedtime, screen-time and house rules set out below, and any written or verbal instructions the Parent gives before care begins.

(a) Meals and snacks — what, when, and any preparation needed:

[Meals and snacks — what, when, and how prepared]

(b) Bedtime or nap routine, and the time it should start:

[Bedtime or nap routine and time]

(c) Screen time — devices, programs or apps allowed, and the daily limit:

[Screen time rules and daily limit]

(d) Homework, reading or other activities expected during care:

[Homework or activity expectations, or write "none"]

(e) House rules — rooms that are off-limits, chores, pets, or anything else the Babysitter should know: [House rules]

(f) Visitors — whether anyone else may come to the Home while the Parent is away, or write "no one": [Visitors permitted, or write "no one"]

(g) Driving — whether the Babysitter [Write "may" or "may not"] drive the Child or Children anywhere, and if so, where and in what vehicle:

[Where driving is permitted and in what vehicle, or write "not applicable"]

## 5. Emergency Contacts and Authorisation to Seek Treatment

If the Babysitter cannot reach the Parent within [How long the Babysitter waits before calling the backup contact, e.g. fifteen (15) minutes] of a matter arising that needs a decision, the Babysitter shall call the backup contact named below (the "Backup Contact"). The Parent authorises the Backup Contact to make decisions about a Child's care on the Parent's behalf while the Parent cannot be reached.

If, in the Babysitter's reasonable judgement, a Child is injured, unwell or in need of urgent medical attention, the Babysitter shall call emergency services first if the situation appears serious, then try to reach the Parent and the Backup Contact. The Parent authorises the Babysitter to consent, on the Parent's behalf, to any emergency medical examination, treatment or transport that a treating physician, paramedic or hospital considers necessary if neither the Parent nor the Backup Contact can be reached in time. This authorisation is limited to what is reasonably necessary to protect the Child's life or health in an emergency, and does not extend to elective or non-emergency treatment.

The following contacts and medical details apply for the duration of this Agreement:

(a) Backup Contact's name and relationship to the Child:

[Backup contact's name and relationship]

(b) Backup Contact's telephone number: [Backup contact's telephone number]

(c) Child's pediatrician or family doctor and telephone number:

[Pediatrician or family doctor and telephone number]

(d) Preferred hospital or urgent care facility, if any:

[Preferred hospital or urgent care facility, or write "nearest emergency room"]

(e) Health insurance provider and policy or member number:

[Health insurance provider and policy number, or write "none"]

(f) Poison control or other emergency numbers to keep on hand:

[Poison control or other relevant emergency number]

## 6. Medication and Safety

The Babysitter shall give a Child medication only as set out in clause 2, or as the Parent otherwise directs in writing or by text message before or during care, and only medication the Parent has left for that purpose. The Babysitter shall not give a Child any medication, supplement or treatment the Parent has not authorised.

Where a Child has a known severe allergy, the Parent shall show the Babysitter, before care begins, where any epinephrine auto-injector or other emergency medication is

kept and how to use it, and the Babysitter shall use it if needed in a genuine emergency consistent with that instruction.

The Parent shall tell the Babysitter of any hazard in or around the Home relevant to the age of the Child or Children, including pools, stairs, medications, cleaning products, firearms or other hazards, and how each is secured.

## 7. Fees and Payment

The Parent shall pay the Babysitter [Hourly rate] per hour for each period of care, calculated from the agreed start time to the time the Parent actually returns.

[Any different rate for late-night, holiday, or additional-children care, or write "no additional rates apply"] .

Payment is due

[When payment is due, e.g. in cash or by transfer at the end of each period of care] , by

[Accepted payment method] . Time spent travelling to or from the Home is

[Write "included" or "not included"] in the hours paid.

## 8. Cancellation and No-Show Policy

If the Parent cancels a scheduled period of care with at least

[Notice needed for a free cancellation, e.g. two (2) hours] notice, no fee is payable. If the

Parent cancels with less notice, or the Babysitter arrives and is turned away,

[Charge for a late cancellation, e.g. one (1) hour at the rate in clause 7] is payable.

If the Babysitter cannot attend a scheduled period of care, the Babysitter shall tell the Parent as soon as reasonably possible so the Parent can arrange alternative care. If the Babysitter fails to attend without reasonable notice, no fee is payable for that period.

If the Parent is delayed beyond the agreed end time, the Babysitter shall continue to care for the Child or Children for a reasonable additional time at the rate in clause 7, and shall tell the Parent if the Babysitter is not able to stay beyond

[Longest additional time the Babysitter can stay without advance agreement, e.g. thirty (30) minutes] ,

in which case the Babysitter shall contact the Backup Contact and hand over care as set out in clause 5.

## 9. Relationship of the Parties

This Agreement is for casual, occasional childcare and does not create an employment relationship, a partnership, or any other relationship between the Parent and the Babysitter beyond the hourly engagements described here. The Babysitter is responsible for the Babysitter's own taxes on amounts received under this Agreement, and the Parent does not withhold tax, provide employee benefits, or owe notice of termination.

Either party may end the ongoing arrangement described in this Agreement at any time by telling the other, without needing to give a reason. Ending the arrangement does not affect payment owed for care already provided.

If the Parent later wants the Babysitter to work a regular weekly schedule, live in, or otherwise take on the kind of ongoing, scheduled role that functions as employment, the parties should use a nanny employment contract instead of this Agreement — the tax, notice and benefit obligations differ, and this Agreement does not cover them.

## **10. Liability**

The Babysitter shall supervise and care for the Child or Children with reasonable care and attention. Except to the extent caused by the Babysitter's negligence, wilful misconduct or breach of this Agreement, the Babysitter is not liable for an accident, injury or illness that occurs despite that reasonable care, or for any consequence of information the Parent did not disclose under clause 2 or clause 6.

The Parent is responsible for the accuracy of the information given under clause 2, clause 5 and clause 6, and for any hazard at the Home the Parent did not disclose. The Parent shall meet, or reimburse the Babysitter for, any medical, hospital or related expense reasonably incurred for a Child's emergency treatment under clause 5.

Nothing in this Agreement limits any liability that cannot lawfully be limited, including liability for death or personal injury caused by negligence.

## **11. Governing Law and General**

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Illinois] . The parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Agreement is the entire agreement between the parties about the care described in it and replaces any earlier understanding on that subject. It may only be amended in writing or by a further message both parties can point to. Notices under this Agreement may be given by text message, call or email to the contact details in clause 1 and take effect when sent.

If any provision of this Agreement is held unenforceable, the rest continues in force. A failure to enforce a provision on one occasion is not a waiver of it for any later period of care.

## 12. Signatures and Effective Date

This Agreement takes effect on the date of the last signature below and continues to apply to each period of care the Parent and the Babysitter arrange under it, until either party ends the ongoing arrangement under clause 9. Clauses 5, 6, 10 and 11 apply to every period of care for as long as this Agreement is in effect.

The parties may sign in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. Each party confirms that they have read this Agreement and that the details entered in it are accurate.

Where the Babysitter is under the age of majority in the Babysitter's place of residence, the Babysitter's signature below is given by a parent or legal guardian of the Babysitter instead of by the Babysitter directly. By signing in that capacity, the undersigned confirms being the Babysitter's parent or legal guardian and agrees, on the Babysitter's behalf, to clause 9 (Relationship of the Parties) and clause 11 (Liability). Where the Babysitter is not a minor, the Babysitter signs directly.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

### Parent or Guardian

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

### Babysitter, or Babysitter's Parent/Guardian if the Babysitter is a minor

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_