

USE OF THIS AGREEMENT DOES NOT CONSTITUTE LEGAL ADVICE

CARE AGREEMENT

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, Older Adult (hereinafter referred to as "Older Adult"), and, \_\_\_\_\_, Caregiver (hereinafter referred to as "Caregiver").

SECTION 1. PURPOSE - The purpose of this agreement is to set forth the terms and conditions under which Caregiver will provide assistance with day to day living for the Older Adult in the Older Adult's home in exchange for reasonable compensation.

SECTION 2. SERVICES TO BE PERFORMED BY CAREGIVER Caregiver shall furnish Older Adult with the services and incidentals specified herein, provided that the Older Adult remains in the house and performs his or her obligations under this contract. In consideration of the mutual premises contained herein, the parties intending to be legally bound agree as follows:

SECTION 3. NUTRITION (Initial all that Apply)

\_\_\_\_ SECTION 3.1. Balanced Meals- Caregiver hereby agrees to prepare \_\_\_\_\_ nutritionally balanced meals per day when such assistance is requested. Meals shall be served in the breakfast area or in the dining room. One such meal shall be served in the morning, one at midday, and one in the evening for the Older Adult. If, in the opinion of a licensed physician, Older Adult's health makes his or her attendance at meals in the dining area inadvisable because of a minor illness, said meals shall be served in the Older Adult's bedroom.

\_\_\_\_ SECTION 3.2. Special Diet - Special diets will be provided only upon order of a licensed physician.

\_\_\_\_ SECTION 3.3. Additional Duties - Caregiver agrees to grocery shop for Older Adult with nutritious meals in mind. Following the preparation of meals, the Caregiver shall assist with feeding if necessary and clean the kitchen which includes washing dishes.

SECTION 4. CLEANING - Caregiver agrees to provide cleaning services on a weekly basis as follows: (Initial all that Apply)

- \_\_\_\_\_ General cleaning
- \_\_\_\_\_ Make bed
- \_\_\_\_\_ Wash laundry/ change linens
- \_\_\_\_\_ Wash dishes
- \_\_\_\_\_ Empty all waste containers
- \_\_\_\_\_ Sweep and dust-mop all non-carpeted floors, stairs and hallways
- \_\_\_\_\_ Vacuum all carpets and rugs, and spot clean as needed
- \_\_\_\_\_ Scrub floor

- \_\_\_\_\_ Dust all furniture
- \_\_\_\_\_ Scrub and disinfect all bathrooms
- \_\_\_\_\_ Remove finger marks from both sides of all entrance doors and from all interior doors, walls, woodwork, and partitions
- \_\_\_\_\_ Replace all restroom supplies in respective containers
- \_\_\_\_\_ Dust all light fixtures
- \_\_\_\_\_ Maintain Older Adult's bedroom in a neat and orderly condition
- \_\_\_\_\_ Clean basement and garage
- \_\_\_\_\_ Perform periodic heavy cleaning such as window washing and wall washing.

SECTION 5. OUTDOOR MAINTENANCE - Caregiver agrees to provide the following outdoor services: (Initial all that Apply)

- \_\_\_\_\_ Lawn care
- \_\_\_\_\_ Landscaping maintenance
- \_\_\_\_\_ Snow removal from walks and driveway
- \_\_\_\_\_ Garden or flower maintenance

SECTION 6. HOUSEKEEPING - Older Adult shall maintain the home in a clean, sanitary, and orderly condition. Caregiver shall make available to Older Adult all supplies reasonably necessary for Older Adult to perform the usual light housekeeping in order to maintain his or her accommodation. Caregiver shall perform all ordinary and heavy housekeeping as set forth in detail above.

SECTION 7. ASSISTANCE OUTSIDE THE HOME - Caregiver shall run daily errands for the Older Adult. These may include, but are not limited to, (Initial all that Apply)

- \_\_\_\_\_ Picking up dry cleaning and laundry
- \_\_\_\_\_ Grocery shopping
- \_\_\_\_\_ Shopping for necessities (e.g., shampoo)
- \_\_\_\_\_ Maintaining Older Adult's car (e.g., oil change).

SECTION 8. PERSONAL CARE NEEDS - Caregiver shall observe Older Adult's physical and mental condition on a regular basis and shall make arrangements as necessary to meet Older Adult's health needs by arranging transportation to the physician of the Older Adult's choice. Caregiver shall provide assistance to Older Adult in carrying out the instructions of physicians, including storing, distributing and reminding Older Adult to take prescribed medications.

Caregiver shall also provide Older Adult with personal assistance with (Initial all that Apply)

- \_\_\_\_\_ Bathing
- \_\_\_\_\_ Dressing
- \_\_\_\_\_ Toileting
- \_\_\_\_\_ Hair care
- \_\_\_\_\_ Shaving

\_\_\_\_\_ Eating  
\_\_\_\_\_ Care of clothing  
\_\_\_\_\_ Personal shopping

Additionally, caregiver shall provide any spiritual, physical, social, or companionship needs of Older Adult.

SECTION 9. TRANSPORTATION - Caregiver shall assist Older Adult with transportation needs. Caregiver may drive the Older Adult, arrange for public transportation, or help with specially provided elderly transportation (e.g., vans for the elderly which provide door-to-door transportation).

SECTION 10. COMPANIONSHIP AND ENTERTAINMENT - Caregiver shall provide companionship and support for Older Adult. For example, caregiver may accompany Older Adult on walks or to an exercise center, read to, play games with or converse with Older Adult.

SECTION 11. COMPENSATION - Older Adult shall pay Caregiver:  
\$ \_\_\_\_\_ weekly, or  
\$ \_\_\_\_\_ monthly on each \_\_\_\_\_ of the week/month, at the rate of:  
\$ \_\_\_\_\_ per hour worked.

Caregiver may adjust hourly care fee specified above based on fair market value for similar services. Modification, however, may only be made by a written agreement between the parties. By this agreement, the Caregiver understands that his or her employment is for no definite period and may be terminated at any time, with or without notice or cause. The Caregiver further understands that nothing in this agreement shall constitute a binding contract for a term of employment. Thus, the Caregiver understands and agrees that his or her employment is "at-will." Upon termination of this Agreement for any reason, the Older Adult's sole and exclusive obligation will be to pay the Caregiver the Caregiver's compensation earned through the date of termination.

SECTION 12. GOVERNING LAW, ENTIRETY OF AGREEMENT AND SEVERABILITY

This agreement shall be governed by the laws of the state of Florida. It constitutes the entire agreement between the parties regarding its subject matter. If any provision in this contract is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

THIS IS A LEGALLY BINDING CONTRACT. EACH PARTY HAS READ THE ABOVE AGREEMENT BEFORE SIGNING IT. EACH PARTY UNDERSTANDS THE AGREEMENT HE OR SHE IS MAKING, HAVING HAD THE OPPORTUNITY TO ASK TO HAVE EACH TERM THAT THE PARTY DOES NOT UNDERSTAND FULLY EXPLAINED.

IN WITNESS WHEREOF, we, the Older Adult and Caregiver, having read this agreement, agree to its terms and sign it as our free act and deed on the above date of this Agreement.

Signed, Sealed and Delivered in the Presence of:

\_\_\_\_\_  
(Witness #1 Sign Name)

\_\_\_\_\_  
(Older Adult Sign Name)

\_\_\_\_\_  
(Witness #1, Print Name)

\_\_\_\_\_  
(Witness #2 Sign Name)

\_\_\_\_\_  
(Witness #2, Print Name)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME the undersigned authority, duly authorized to take acknowledgments and administer oaths, means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, appeared \_\_\_\_\_, Older Adult, who acknowledged the execution of this Release, and who produced a Driver's License as identification.

{Notary Seal}

\_\_\_\_\_  
Notary Public  
My Commission Expires:

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\_\_\_\_\_  
(Witness #1 Sign Name)

\_\_\_\_\_  
(Caregiver Sign Name)

\_\_\_\_\_  
(Witness #1, Print Name)

\_\_\_\_\_  
(Witness #2 Sign Name)

\_\_\_\_\_  
(Witness #2, Print Name)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME the undersigned authority, duly authorized to take acknowledgments and administer oaths, means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, appeared \_\_\_\_\_, Caregiver, who acknowledged the execution of this Release, and who produced a Driver's License as identification.

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Notary Public  
My Commission Expires: