

# **PROFESSIONAL BABY NURSE SERVICES CONTRACT**

## **PARTIES**

1. This Contract agreement is made between:

\_\_\_\_\_ (hereafter referred to as  
“**CLIENT**”),

residing at \_\_\_\_\_ and  
\_\_\_\_\_ (hereafter referred to as “**BABY  
NURSE**”).

## **EFFECTIVE DATES**

2. Client agrees to retain Baby Nurse services commencing at \_\_\_\_\_ (am/pm) on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending at \_\_\_\_\_ (am/pm) on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
.
3. This contract date (as opposed to the services date)  
is \_\_\_\_\_ 20\_\_\_\_

## **BABY NURSE SERVICES**

4. **CLIENT**, being the authorized parent and/or guardian of an infant child, hereby  
employs **BABY NURSE**, for the sole and limited purpose of providing all  
necessary and appropriate **INFANT BABY NURSING CARE**, for the infant  
(baby) or children named:

\_\_\_\_\_, age \_\_\_\_\_.

\_\_\_\_\_, age \_\_\_\_\_.

\_\_\_\_\_, age \_\_\_\_\_.

And to be provided at the client’s residence, unless otherwise agreed to.

5. The term “**infant child care**”, includes, but is not limited, to;
- A. Total nursing care, as practiced and understood within the U.S. nursing care community related to children deemed “infants”(and/or babies) under the age of two years, by the general medical community.
  - B. Umbilical cord and circumcision care.
  - C. Creating and maintaining a safe and healthy nursing care environment.
  - D. Employing appropriate Burping techniques.
  - E. Providing lactation support.
  - F. Baby laundry and sanitation care services, and
  - G. Providing client with infant nursing care advice.
6. **CLIENT** authorizes the Baby Nurse, in advance, to engage any and all necessary third-party, ancillary services and persons, necessary and reasonable to performing infant care services, related to said child/children.
- a. **CLIENT** understands that should such ancillary serviced become necessary, that Client is responsible for payment of said services and that payment to Baby nurse does not cover said expenses. Such ancillary services included, but is not limited to purchasing supplies, emergency transportation, emergency medical care, clothing, facilities cost, etc.
7. **CLIENT** will reimburse Baby Nurse for any “out of pocket” payment paid to engage any ancillary and necessary services, obtained on Client’s and/or baby’s behalf or for any necessary baby accessories or equipment that the baby nurse deems essential and is requested to purchase by Client.

#### **TERMS OF PAYMENT**

8. Client agrees to compensate baby nurse at the rate of: \$\_\_\_\_\_ per day.
9. **CLIENT** agrees to pay Baby Nurse the agreed amount on \_\_\_\_\_  
\_\_\_\_\_20

10. **CLIENT** agrees to pay an advance of \$200.00 to hold the dates requested, unless such fee is waived.
11. In the alternative, that the parties agree to an “hourly “ rate, Baby Nurse will be compensated at the rate of \_\_\_\_\_dollars, per hour.
12. Any hours worked in excess of the contracted period, above, will be paid at the rate of \_\_\_\_\_dollars per (hour/day), payable at the end of the last hour worked..
13. **CLIENT** will compensate Baby Nurse “**Double time**” rates, should nursing care services be required on the national holidays of New Years, Martin Luther King Day, President’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
14. **CLIENT** agrees to compensate Baby Nurse for baby nurse travel cost and any and all out of pocket expenses associated with travel including but not limited to meals and lodging, if required when the rendering of nursing services requires Baby Nurse to travel outside of the city of New York. Baby Nurse will use the shortest and safest travel route. Acceptable transportation includes, but is not limited to mass transit and/or private car service. Should Baby nurse utilise her own vehicle, client will reimburse baby nurse for all gas use, upon receipt, for that day and at the rate of .50 cents per mile.
15. **BABY NURSE** agrees to exert her best efforts, at all times, on behalf of client and child, which adhering to the highest ethical and professional standards.
16. **BABY NURSE** warrants that she is professionally qualified and experienced in the delivery of the professional services covered by this agreement.

### **MUTUAL COVENANTS**

17. **CLIENT** warrants that client has disclosed all relevant and material medical information and “special needs” as such is relevant to the care, custody and control of the infants and the services covered by this agreement.
18. **CLIENT** covenants to provide adequate and reasonably comfortable accommodations for Baby Nurse and meals.
19. **CLIENT and/or BABY NURSE** will make a good faith effort to resolve any substantial reasonable misunderstanding, related to the contracted services, prior to the aggrieved party communicating such dispute to any other third party persons or terminating the services of the baby nurse.
  - a. Client consents to notify Baby Nurse, in writing, of the dispute prior to

any notification to any other third person, attorney, licensing board, agency or termination of this agreement.

20. **CLIENT** agrees to conduct himself / herself with due regard of the **BABY NURSE** and agrees that he / she will not do or commit any act or thing that will degrade the **BABY NURSE** or that will tend to shock, insult or offend the **BABY NURSE**. If in the **BABY NURSE'S** sole discretion, the **CLIENT** behaves in an inappropriate manner; the **BABY NURSE** may terminate this agreement immediately and be entitled to any and all fees due under this agreement.
21. **BABY NURSE** may withdraw immediately from rendering additional services, should Client fail to pay any moneys owed or breach any other condition set forth in this agreement and may commence immediate collection procedures. If the Baby nurse terminates this agreement for cause or if Client terminates this agreement for no cause prior to the expiration of the agreement, the Baby Nurse shall be entitled to liquidated damages in an amount equal to the total amount of days or hours remaining on the contract.
22. **BABY NURSE** is entitled to four (4) hours "downtime" per day; that is time, while not with the child, to be used for personal matters, to wit: personal errands, church services, etc.
23. In no event shall the **BABY NURSE** be liable for any damages or costs resulting from any cause or action sounding in contract, tort or negligence arising out of or based upon this agreement or any work performed hereunder. In no event shall the Baby Nurse's liability for damages for any cause of action exceed the fees paid to the Baby Nurse under this agreement or one month of infant child care, whichever is less.
24. This agreement is subject to the general obligations, laws and civil rules of the state of New York. The parties further agree that any such action or proceeding with respect to this agreement shall be brought in the courts of competent jurisdiction in the State of New York, County of New York.
25. **CLIENT**, by signing this agreement, indicates that client has read, discussed, understands and agrees to be bound to all conditions herein.

**DATED; NEW YORK, NY**

\_\_\_\_\_, 20

\_\_\_\_\_  
**PRINT CLIENT'S NAME**  
**NAME**

\_\_\_\_\_  
**PRINT BABY NURSE'S**

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**Signature**

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**Signature**