

CARE AGREEMENT

This agreement made this _____ day of _____, 20____, by and between _____, Parent (hereinafter referred to as "Parent"), and, _____, Child/CAN/Other (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 the day to day living for the Parent in the Parent's home in exchange for reasonable compensation. The real property will hereinafter be referred to as the "House".

SECTION 2. SERVICES TO BE PERFORMED BY CAREGIVER - Caregiver shall furnish Parent with the services and incidentals specified herein, provided that the Parent 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 –

SECTION 3.1. Balanced Meals – Caregiver hereby agrees to prepare three (3) nutritionally balanced meals per day when such assistance is requested. Meals shall be served in the breakfast are or in the dining room. One such meal shall be served in the morning, one at midday, and one in the evening for the Parent. If, in the opinion of a licensed physician, Parent's health makes his or her attendance at meals in the dining area inadvisable because of minor illness, said meals shall be served in the Parent's bedroom.

SECTION 3.2. Special Diet – Special diets will be provided only upon order of licensed physician.

SECTION 3.3. Additional Duties – Caregiver agrees to grocery shop for Parent 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:

1. General cleaning
2. Make bed
3. Wash laundry/change linens
4. Wash dishes
5. Empty all waste containers
6. Sweep and dust-mop all non-carpet floors, stairs and hallways

7. Vacuum all carpets and rugs, and spot clean as needed
8. Scrub floors
9. Dust all furniture
10. Scrub and disinfect all bathrooms
11. Remove finger marks from both sides of all entrance doors and from all interior doors, walls, woodwork, and partitions
12. Replace all restroom supplies in respective containers
13. Dust all light fixtures
14. Maintain Parent's bedroom in a neat and orderly condition
15. Clean basement and garage
16. Perform periodic heavy cleaning such as window washing and wall washing

SECTION 5. OUTDOOR MAINTENANCE – Caregiver agrees to provide the following outdoor services:

1. Lawn care
2. Landscaping maintenance
3. Snow removal from walks and driveway
4. Garden or flower maintenance

SECTION 6. HOUSEKEEPING – Parent shall maintain the home in a clean, sanitary, and orderly condition. Caregiver shall make available to Parent all supplies are reasonably necessary for Parent to perform the usual light housekeeping in order to maintain his or her accommodations. 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 Parent. These may include, but are not limited to, picking up dry cleaning and laundry, grocery shopping, shopping for necessities (e.g., shampoo), in maintaining Parent's car (e.g., oil change).

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

Caregiver shall also provide Parent with personal assistance with bathing, dressing, toileting, hair care, shaving, eating, care of clothing, personal shopping, and incidental services. Additionally, caregiver shall provide any spiritual, physical, social, or companionship needs of Parent.

SECTION 9. TRANSPORTATION – Caregiver shall assist Parent with transportation needs. Caregiver may drive the Parent, 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 Parent. For example, caregiver shall provide companionship and support for Parent. For example, caregiver may accompany Parent on walks or to an exercise center, read to, play games with or converse with Parent.

SECTION 11. COMPENSATION – Parent shall pay Caregiver:

_____ weekly

_____ monthly

On each _____ of the week/month

\$_____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 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 understand 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 Parent’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 law of the state of Iowa. It constitutes the entire agreement between the 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 TESTIMONY WHEREOF, we, the Parent and Caregiver, having read this agreement, agree to its terms and sign it as our free act and deed on this the _____ day of _____, 20____.

Name of Parent

Name of Caregiver

STATE OF IOWA, _____ COUNTY

I, _____, a Notary Public of
_____ County, Iowa,

do certify that _____, the maker, personally appeared

before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and notarial seal this the _____ day of _____, 20____.