



Our Good Nanny1, LLC Independent Contractor Agreement

STATE OF FLORIDA, PINELLAS COUNTY

This Independent Contractor Agreement (“Agreement”) is entered into as of ___ day of _____, 2026, by and between Our Good Nanny1, LLC (the “Agency”), located in St. Petersburg, Florida, and _____ (the “Contractor”), located at _____.

This Agreement outlines the terms and conditions under which the Contractor will provide childcare services as an independent contractor (1099) to the Agency. The Contractor will offer childcare services (“Nanny Services”) to families referred by the Agency. The Agency and the Contractor are collectively referred to as the “Parties.”

In consideration of the mutual promises herein, the Parties agree as follows:

1. INDEPENDENT CONTRACTOR STATUS

- The Contractor is an independent contractor and not an employee of the Agency.
- Contractor is responsible for their own taxes, Social Security, Medicare, unemployment, and other payroll-related obligations.
- Nothing in this Agreement shall be construed as creating an employment relationship.
- The contractor is free to provide services to other clients and set their own schedule, subject to the terms outlined in this agreement.

2. JOB DUTIES

- Infant and Child Care: Diapering, feeding, bathing, dressing, potty training, supporting language and developmental milestones, and educational activities.
- General Child Engagement: Homework assistance, outings, playdates (with prior approval), arts and crafts, and sick care.
- Household Tasks: Child’s laundry, room/play area organization, light housekeeping related to child care, meal preparation for children.
- Miscellaneous: Child’s pet care, outing preparation, overseeing child chores

3. DISCIPLINE POLICY

- No physical punishment (spanking, slapping, etc.). Immediate termination if violated.
- Time-outs must be limited to one minute per year of age.
- No yelling or degrading language. Use only positive reinforcement and constructive discipline.

4. CONFIDENTIALITY & SOCIAL MEDIA

- Contractor may not post or share family information, children's pictures, or Agency internal operations on social media.
- Violation may result in legal action, with all costs (including attorney fees, court fees, settlements, judgments, and investigative costs) borne by the Contractor.

5. TIME OFF AND AVAILABILITY

- The contractor submits their availability via the Agency's scheduling platform.
- Contractor may accept, confirm, or reject shifts at their discretion.
- Time-off notifications must be submitted at least one week in advance to allow replacement staffing.
- Failure to perform duties or breach of agreement may result in immediate termination as an independent contractor.

6. MEAL POLICY

- Contractor must provide their own meals and snacks.
- Food must be stored safely and kept out of the reach of children.

7. DRESS CODE

- Clothing: Neat, clean, modest, and professional attire. Sneakers or closed-toe flats required.
- Jewelry & Accessories: Minimal jewelry; no excessive rings, necklaces, or bracelets that may pose a safety hazard.
- Tattoos & Piercings: Tattoos must be covered while on assignment. Facial or visible piercings must be limited and covered, if possible, to maintain a professional appearance.
- Fragrances: No strong perfumes or scents that could affect children.
- Uniforms: Family-provided uniforms must be worn if required.
- Avoidance of Distracting Clothing: Refrain from wearing bold patterns, large logos, or messages that may divert attention from the caregiving task.

8. SMOKING, DRINKING & SUBSTANCE USE

- Smoking, vaping, or using tobacco products while on duty is prohibited.
- Alcohol consumption or being under the influence of alcohol/drugs within 24 hours before or during a shift is prohibited.
- Prescription or controlled substances must not impair performance.

9. CAR RULES

- Ensure car seats and restraints are used correctly.
- Never leave a child unattended in a vehicle.
- Avoid distractions while driving.
- Food in vehicles must be safe and monitored.

10. MILEAGE REIMBURSEMENT

- Contractor will be reimbursed for transporting children during shifts.
- Mileage must be tracked and submitted with the timesheet.

11. CANCELLATION POLICY

- Late cancellations by parents (less than 24 hours) or early returns within one hour before the shift ends still qualify for full scheduled pay.
- Repeated cancellations by the contractor may result in termination of this agreement.
- Shifts arranged outside the Agency are prohibited, and the Contractor will be liable for all legal costs if the Agency takes action.

12. HOLIDAYS

- Holiday pay applies only if the Contractor works on the holiday.
- Paid at 1.5x the standard hourly rate.
- Official Holidays: New Year's Day, MLK Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day (optional), Veterans Day, Thanksgiving Day, Christmas Day.
- No Paid Time Off or Vacation: Contractors do not receive paid time off, vacation, sick leave, or any other form of paid leave.

13. SCHEDULING & SHIFT SUBMISSION

- Contractor must track schedules, clock in/out, submit notes for any shift changes, mileage, and child count.
- Timesheets must be submitted by Sunday of each workweek.
- Contact Maya Dyakova for questions: +1727 291 3960 or elitecare@ourgoodnanny.com

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14. NANNY OF THE MONTH BONUS

- \$50 for Nanny of the Month, with incremental increases for multiple recognitions.

15. TERMINATION

The Agency may terminate this Agreement immediately for:

- Physical punishment or abuse
- Substance use or impairment
- Conflict of interest or unauthorized work with Agency clients
- Breach of confidentiality or social media rules
- Neglect or unsafe practices
- Dishonesty, unreliability, or unprofessional conduct

16. LEGAL & GOVERNING LAW

- Governed by Florida law, Department of Labor policies, IRS rules, and applicable federal/state requirements.
- Disputes resolved in Pinellas County, Florida.
- Contractor is responsible for legal costs, attorney fees, settlements, damages, or reputational harm due to violations of this Agreement.

17. Our Good Nanny – Contractor Guidelines for 1099 Nannies

Purpose:

These guidelines define the professional expectations, responsibilities, and operating procedures for all independent contractors working with Our Good Nanny. As a 1099 contractor, you retain the right to control your schedule outside of assigned placements; however, when representing Our Good Nanny and serving agency clients, these rules apply.

1. Client Assignments:
 - All families are clients of Our Good Nanny. Contractors do not have ownership of, or independent rights to, agency clients.
 - Assignments, schedules, and placements are determined solely by the agency.
 - Contractors may decline assignments, but refusal without notice may result in removal from current or future placements.
2. Compensation & Agency Fees:
 - The agency sets pay rates for each placement.
 - Any agency fees or allocations are lawful under contractor agreements and Florida statutes governing 1099 workers.
 - Paydays are scheduled and communicated via the agency. Contractors cannot demand changes to pay schedules outside of prior agreement.
3. Professional Conduct:
 - Contractors are expected to maintain professionalism, including punctuality, reliability, and discretion.
 - No-shows, late arrivals, or failure to communicate absences compromise agency services and may result in immediate removal from placements.
 - Focus must remain on the quality of care and service to families, not solely on compensation.
4. Communication & Agency Systems:
 - All client communications must go through the agency unless previously authorized.

- Contractors may not bypass agency procedures or attempt to work privately with agency clients for a period of six months following termination of placement.
5. Termination & Removal:
 - Our Good Nanny reserves the right to terminate or reassign any contractor who fails to follow agency guidelines, demonstrates unprofessional behavior, or undermines client care.
 - Contractors leaving placements voluntarily must comply with client and agency agreements regarding notice and transition.
 6. Legal Compliance:
 - Florida Statute 440.02 defines the criteria for determining independent contractor status and engagement.
 - Florida Statute 440.10 provides protections regarding classification and supports the agency's authority to set operational rules and payment terms.

18. CONFIDENTIALITY AND NON-DISCLOSURE

1. Purpose

This Agreement governs the protection and use of certain confidential and proprietary information disclosed by the Agency to the Recipient in connection with the Recipient's engagement, contract, or services performed on behalf of the Agency.
2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes, without limitation:

 - The Agency's business operations, methods, scheduling, financial information, and compensation structures;
 - Client lists, contact information, preferences, personal needs, schedules, and any identifying details of families or children;
 - Proprietary knowledge, processes, discoveries, or any other information of a non-public nature disclosed to the Recipient;
 - Any information about the Agency, its business, or families that may not be publicly known.

Confidential Information does not include information which:

- (a) is publicly known at the time of disclosure;
- (b) becomes publicly known through no wrongful act of the Recipient; or
- (c) is lawfully obtained by the Recipient without restriction from a third party.

3. Obligations of the Recipient

The Recipient agrees to:

 - a. Hold all Confidential Information in strict confidence and not disclose it to any third party, including on social media, without the Agency's prior written consent;
 - b. Use the Confidential Information solely for the purpose of fulfilling contractual obligations with the Agency;
 - c. Not copy, reproduce, or create derivative works from any Confidential Information;
 - d. Not disclose any information about the Agency, its operations, or client families to any third party, including friends, relatives, or online/social media platforms;
 - e. Upon termination of the relationship or at the Agency's request, promptly return or

destroy all Confidential Information, including notes, summaries, or reproductions thereof.

4. Social Media and Public Communication

The Recipient may not post, share, or disclose any information regarding the Agency, its business practices, or families served through social media, online platforms, or any public forum. Any violation of this provision will be considered a material breach of this Agreement and may result in legal action.

5. Legal Remedies and Liability

The Recipient acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Agency. The Agency is entitled to:

- Seek injunctive relief to prevent further disclosure;
- Recover all damages, legal fees, and costs associated with enforcing this Agreement;
- Take any other legal or equitable action deemed necessary under Florida law.

6. Attorneys' Fees and Costs

The Recipient expressly agrees that in the event of any breach of this Agreement, or any legal action brought by the Agency to enforce its rights, the Recipient shall be solely responsible for and reimburse the Agency for all reasonable attorneys' fees, court costs, and related expenses, in addition to any damages awarded.

7. Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8. Entire Agreement

This Agreement constitutes the complete understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements or understandings, whether written or oral. Any modification must be in writing and signed by both Parties.

9. Exceptions

This Agreement does not apply to information that:

- Was already in the public domain at the time of disclosure;
- Becomes publicly available at no fault of the Recipient;
- Was already known to the Recipient before receiving it from the Agency, as evidenced by written records;
- Is disclosed to comply with legal obligations, provided the Recipient promptly informs the Agency of such request.

10. Non-Transferability

This Agreement is personal to the Recipient and cannot be transferred or assigned to any third party.

11. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Florida.

12. Duration of Agreement

The confidentiality obligations outlined in this Agreement shall remain in effect indefinitely, even after the termination or completion of the contract between the Agency and the Recipient. Upon contract termination, the Recipient shall promptly return or destroy all Confidential Information in their possession.

13. Acknowledgment

By signing below, the Recipient acknowledges and agrees to abide by the terms and

conditions outlined in this Agreement. Any violation, including unauthorized social media posts or disclosures about the Agency or families, may result in legal action and financial liability.

FINAL ACKNOWLEDGEMENT & SIGNATURE

By signing below, Contractor acknowledges:

- Understanding and acceptance of independent contractor status
- Agreement to all rules, policies, confidentiality requirements, and terms
- Agreement that breach may result in legal action, with all costs borne by Contractor

Contractor Full Name: _____

Contractor Signature: _____

Date Signed: _____

And

Maya Dyakova-PEIRCE (President)

+1 727 291 3960

www.ourgoodnanny.com

elitecare@ourgoodnanny.com

