



OUR GOOD NANNY1, LLC
INDEPENDENT CONTRACTOR AGREEMENT (HOUSEKEEPER)

This Independent Contractor Agreement (this “Agreement”) is entered into as of [EFFECTIVE DATE] (the “Effective Date”) by and between Our Good Nanny1, LLC, a Florida limited liability company (“OGN1” or “Agency”), with its principal office in St. Petersburg, Florida, and _____ (“Contractor”), located at _____ [CONTRACTOR ADDRESS]. OGN1 and Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. OGN1 operates a referral and booking coordination service that connects families and households seeking housekeeping and private household services (“Clients”) with independent housekeeping professionals.
- B. Contractor is independently engaged in the business of providing housekeeping and private household services and desires to receive access to potential housekeeping engagements by using OGN1’s platform and referral services.
- C. The Parties intend that Contractor is and remains an independent contractor and that no employment relationship is created.

1. Definitions

- 1.1 “Client” means a family or household that uses OGN1 to locate, schedule, or engage housekeeping or private household services and is introduced to Contractor through OGN1.
- 1.2 “Assignment” means a housekeeping or private household service engagement opportunity posted or communicated through the Platform, including the Client location, date/time window, household scope, applicable compensation terms, and any disclosed special requirements.
- 1.3 “Platform” means the OGN1 online portal/application used to list Assignments and allow Contractor to accept or decline Assignments: [PORTAL/APP NAME]_____.
- 1.4 “Household Requirements” means the Client’s written or communicated instructions, house rules, cleaning preferences, household routines, permissions, restrictions, property-specific instructions, safety expectations, and other requirements applicable to an Assignment.
- 1.5 “Weekend” means Saturday and Sunday.
- 1.6 “Holiday/Holidays” means national holidays in the United States where businesses or schools are generally closed or operating on reduced schedules and the day is commonly treated as a non-working day.
- 1.7 “Claimed Damages” means the total compensatory monetary amount demanded by a Party in a dispute, exclusive of attorneys’ fees, costs, interest, punitive or exemplary damages, statutory multiple damages, and other non-compensatory relief.

1.8 “OGN1 Service Fee” means \$3.00 per hour actually worked by Contractor for a Client introduced through OGN1, embedded within the single blended hourly rate paid by Client to OGN1.

2. Independent Contractor Status; No Employment; Non-Exclusivity; Taxes

2.1 Contractor is an independent contractor and not an employee of OGN1. Nothing in this Agreement creates an employer/employee relationship, partnership, joint venture, franchise, or agency relationship between OGN1 and Contractor.

2.2 Contractor has no authority to bind OGN1 or represent that Contractor is an employee, agent, representative, or authorized spokesperson of OGN1, and Contractor shall not make representations on behalf of OGN1 without express written authorization.

2.3 Contractor controls whether to accept an Assignment, when to work by choosing Assignments, and the manner and means by which Contractor performs the services during an Assignment, subject to the Household Requirements, applicable law, and reasonable safety requirements.

2.4 OGN1 does not provide day-to-day training or supervision of Contractor. Any standards established by OGN1 are minimum eligibility, safety, screening, or service-quality conditions and are not intended to control the manner or means by which Contractor performs housekeeping services.

2.5 Contractor is not required to wear an OGN1 uniform or branding unless Contractor voluntarily chooses to do so.

2.6 Contractor may provide services to other families, households, agencies, businesses, or competitors, subject to the confidentiality and non-circumvention obligations contained in this Agreement.

2.7 Contractor is not entitled to employee benefits from OGN1, including health insurance, retirement benefits, paid time off, unemployment benefits, workers’ compensation benefits through OGN1, or other employee benefits.

2.8 Contractor is solely responsible for all federal, state, and local taxes, tax filings, reporting obligations, and other financial obligations arising from Contractor’s compensation. OGN1 will not withhold employment taxes from Contractor’s compensation unless required by law.

2.9 Contractor is responsible for Contractor’s own tools, equipment, supplies, phone, internet, transportation, and business expenses, except for expenses expressly authorized by the Client for reimbursement or pass-through payment.

3. Assignment Selection; No Minimum Commitment; Platform Access

3.1 OGN1 may post or communicate available Assignments. Contractor may accept or decline any Assignment.

3.2 Contractor is not guaranteed any minimum number of Assignments, hours, compensation, or income.

3.3 Contractor’s stated availability is informational only and does not constitute a guarantee by OGN1 of work.

3.4 Contractor has the right to refuse or discontinue an Assignment if Contractor reasonably believes the conditions are unsafe, illegal, materially inconsistent with the disclosed Household Requirements, or otherwise present an unreasonable risk to Contractor or Client property. Contractor shall promptly notify the Client and OGN1 when reasonably practicable.

3.5 If Contractor must cancel an accepted Assignment, Contractor shall provide prompt notice to OGN1 and the Client. Repeated last-minute cancellations, failure to appear, or no-shows may result in suspension or termination of Contractor's access to the Platform.

4. Scope of services; Household Requirements; Contractor Liability to Family; Cleaning products and equipment

4.1 Contractor shall provide the housekeeping and private household services expressly agreed upon for each Assignment ("Housekeeping Services"). Contractor is not required to perform childcare, personal care, medical care, or other non-housekeeping services unless expressly agreed upon for a specific Assignment.

4.2 Household Requirements are instructions and requirements established by the Client for the Client's household and are not instructions from OGN1 regarding the manner or means of performing services.

4.3 Contractor is solely responsible to the Client for the proper performance of the Housekeeping Services and compliance with applicable Household Requirements. Any claim arising from Contractor's failure to properly perform services or comply with the Client's requirements shall be between Contractor and Client, except to the extent caused by OGN1's own conduct.

4.4 Safety Override Contractor may decline or discontinue any task that Contractor reasonably believes involves an unsafe condition, illegal activity, hazardous material, dangerous equipment, or a materially undisclosed risk. Contractor shall notify the Client and OGN1 as soon as reasonably practicable.

4.5 Cleaning Products, Equipment, and Hazardous Materials Contractor shall use reasonable care when handling cleaning products, household equipment, appliances, surfaces, furnishings, and other property. Contractor shall follow applicable product and equipment instructions and Client-specific requirements. Contractor is not required to handle hazardous chemicals, materials, or substances that Contractor reasonably believes are unsafe or were not properly disclosed as part of the Assignment.

5. Compensation; Rate Negotiation; Payment Flow;

5.1 Housekeeping compensation rates may be negotiated between OGN1 and Contractor and may vary by Assignment based on factors including Contractor's experience, education or training, availability, specialized expertise, scope of requested housekeeping or private household services, size or type of residence, special requirements, and other Assignment-specific considerations.

5.2 The applicable rate shall be displayed or confirmed on the Platform or booking confirmation before Contractor accepts an Assignment. Contractor's acceptance of the Assignment constitutes acceptance of the stated compensation rate.

5.3 Client shall pay OGN1 the applicable blended hourly rate. OGN1 shall retain the \$3.00 per-hour OGN1 Service Fee and remit the remaining Contractor Portion to Contractor.

5.4 OGN1 shall remit Contractor's compensation on [PAY SCHEDULE] through [PAYMENT METHOD], subject to accurate time reporting and receipt of payment from the Client.

5.5 Contractor shall maintain accurate time records for all Assignments. Falsification, manipulation, or intentional misrepresentation of hours worked is grounds for immediate termination of this Agreement.

5.6 Mileage or transportation expenses may be passed through to the Client when transportation or errands are authorized by the Client, at \$[MILEAGE RATE] per mile or the applicable rate stated in the Assignment.

6. Transportation; Vehicle Requirements; No OGN1 Responsibility

6.1 Client authorization is required before Contractor uses a personal vehicle for authorized household errands; transportation of household items, purchases, deliveries, or other transportation-related services connected to an Assignment.

6.2 When Contractor uses a vehicle in connection with an Assignment, Contractor is solely responsible for the vehicle, valid driver's license, required insurance, vehicle maintenance, compliance with traffic laws, safe operation, and the safe transportation of household property or other authorized items.

6.3 OGN1 is not responsible for vehicle accidents, traffic violations, vehicle damage, property damage, bodily injury, or other claims arising from Contractor's use or operation of a vehicle.

7. Insurance

7.1 Contractor shall maintain the following insurance, as applicable:

- Automobile Liability: If Contractor uses a personal vehicle for authorized household errands or transportation, minimum coverage of \$250,000 per person, \$500,000 per accident, and \$100,000 property damage.
- General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.

7.2 Contractor shall provide proof of applicable insurance upon OGN1's reasonable request.

Failure to maintain required insurance may result in suspension or termination of Platform access or this Agreement.

7.3 OGN1 does not provide insurance coverage to Contractor.

7.4 Contractor is not covered by workers' compensation insurance through OGN1 unless otherwise required by applicable law or established in a separate written agreement.

8. Confidentiality; Privacy; Social Media

8.1 "Confidential Information" includes OGN1's business operations, pricing, client lists, procedures, systems, and business information, as well as Client and household information, including family information, schedules, home addresses, access codes, security information, personal information, household routines, property information, valuables, and other non-public information learned through an Assignment.

8.2 Contractor shall not post, publish, photograph, record, share, or disclose on social media or elsewhere any Client information, Client home or interior images, valuables, personal information, access information, before-and-after photographs, or other non-public OGN1 or Client information without express written authorization.

8.3 Upon termination of an Assignment or this Agreement, or upon request, Contractor shall return or destroy Confidential Information belonging to OGN1 or the Client, including copies, photographs, electronic records, access information, and other materials, except where retention is required by law.

9. Non-Circumvention / Non-Solicitation of OGN1 Clients; Liquidated Damages

9.1 During the term of this Agreement and for one (1) year following termination, Contractor shall not directly or indirectly solicit, divert, contract with, perform services for, or accept housekeeping or private household service engagements from any Client introduced to Contractor through OGN1, except through OGN1 or with OGN1's prior written consent.

9.2 This Section does not prohibit Contractor from providing services to independent clients who were not introduced through OGN1 or from working through other agencies or platforms, provided Contractor does not use OGN1 Confidential Information, Client introductions, or other OGN1 resources to circumvent OGN1.

9.3 If Contractor breaches this Section, Contractor agrees that the resulting damages may be difficult to calculate. Accordingly, as liquidated damages and not as a penalty, Contractor shall pay OGN1 an amount equal to \$3.00 multiplied by the total number of hours of housekeeping or private household services Contractor performs outside OGN1 for the applicable Client or Clients during the restricted period. OGN1 shall provide reasonable documentation supporting the calculation upon request.

9.4 The remedies provided in this Section are cumulative. OGN1 may seek equitable or injunctive relief and any other remedies available under applicable law. Payment of liquidated damages does not authorize or permit continued circumvention of OGN1.

10. Liability Allocation; Disclaimer; Release; Indemnification

10.1 OGN1 provides referral and booking coordination services only and does not supervise, direct, or control Contractor's day-to-day performance of Housekeeping Services.

10.2 OGN1 shall not be responsible for property damage caused by Contractor or any third party in connection with an Assignment, except to the extent caused by OGN1's own conduct where liability cannot lawfully be excluded.

10.3 OGN1 shall not be responsible for vehicle damage, accidents, traffic violations, or transportation-related claims arising from Contractor's operation or use of a vehicle.

10.4 OGN1 shall not be responsible for bodily injury arising from Contractor's acts or omissions or conditions outside OGN1's control, except to the extent caused by OGN1's own conduct where liability cannot lawfully be excluded.

10.5 OGN1 shall not be responsible for conditions within a Client's home, including unsafe conditions, defective property, pets, pools, weapons, hazardous substances, slippery surfaces, electrical conditions, appliances, or other household hazards.

10.6 OGN1 shall not be responsible for Contractor's acts or omissions, including negligent, reckless, intentional, unlawful, or unauthorized conduct.

10.7 OGN1 shall not be responsible for a Client's acts or omissions.

10.8 Contractor releases OGN1 from claims arising from Contractor's performance of an Assignment, except to the extent such limitation is prohibited by applicable law or the claim results from OGN1's gross negligence or intentional misconduct.

10.9 Contractor shall indemnify and hold harmless OGN1 from claims, damages, liabilities, losses, costs, and expenses arising from Contractor's acts or omissions, breach of this Agreement, negligence, misconduct, or violation of applicable law.

10.10 To the fullest extent permitted by law, OGN1 shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising from or relating to this Agreement or an Assignment.

10.11 To the fullest extent permitted by law, OGN1's aggregate liability arising from this Agreement shall not exceed the OGN1 Service Fees actually retained by OGN1 from Contractor's Assignments during the three (3) months immediately preceding the event giving rise to the claim.

11. Term and Termination

11.1 This Agreement begins on the Effective Date and continues until terminated in accordance with this Agreement.

11.2 Contractor may terminate this Agreement at any time by providing written notice to OGN1.

11.3 OGN1 may suspend or terminate this Agreement or Contractor's Platform access immediately for unsafe practices, abuse, theft, dishonesty, unauthorized removal or use of Client property, intentional or serious property damage, misuse of keys or access codes, material confidentiality breach, repeated no-shows, repeated last-minute cancellations, or other conduct creating safety, property, financial, reputational, or material harm.

11.4 The obligations concerning confidentiality, non-circumvention and liquidated damages, liability and indemnification, dispute resolution, and miscellaneous provisions shall survive termination to the extent applicable.

12. Dispute Resolution; Mediation; Small Claims; AAA Arbitration; Attorneys' Fees

12.1 The Parties shall first attempt in good faith to resolve any dispute through direct negotiation.

12.2 If a dispute is not resolved within [10] business days, the Parties shall participate in mandatory mediation in Pinellas County, Florida, before a mutually selected mediator. Mediation fees shall be shared equally unless otherwise agreed.

12.3 Claims within the jurisdictional limits of small claims court, currently \$8,000 or less, may be brought in Pinellas County, Florida, subject to applicable jurisdictional requirements.

12.4 Claims of \$8,001 or more shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its applicable Commercial Arbitration Rules or Consumer Arbitration Rules if applicable or elected by AAA.

12.5 The arbitration shall be conducted before one arbitrator. The seat and hearing location shall be Pinellas County, Florida, unless the Parties mutually agree otherwise. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

12.6 Notwithstanding the foregoing, OGN1 may seek temporary, preliminary, or permanent injunctive or equitable relief in a court located in Pinellas County, Florida, to protect Confidential Information or enforce Section 9. Mediation shall not be required before seeking such relief where doing so would be impracticable or would materially impair the requested relief.

12.7 To the fullest extent permitted by law, the prevailing Party in any dispute shall be entitled to recover reasonable attorneys' fees and costs, including reasonable fees and costs associated with AAA arbitration, arbitrator fees, court proceedings, and enforcement of an award or judgment.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-law principles.

14. Timekeeping Platform; Clock-In/Clock-Out; Invoice Verification; No Employment Relationship.

14.1 Contractor shall use the electronic timekeeping platform designated by OGN1 to record the actual start and end time of each accepted Assignment.

14.2 The timekeeping platform is used for administrative verification, including verification of hours worked, reconciliation of invoices, prevention of fraud or errors, resolution of payment disputes, and facilitation of payment. Use of the platform does not constitute supervision or control over the manner or means by which Contractor performs Housekeeping Services.

14.3 OGN1's review of time records does not constitute day-to-day supervision, direction, or control of Contractor's work.

14.4 Invoices must correspond with the Contractor's clock-in and clock-out records. Any discrepancy shall be communicated in good faith and in writing. Unless corrected in writing, the electronic timekeeping platform shall control the calculation of payment.

14.5 Nothing in this Section or use of the timekeeping platform creates an employment relationship between OGN1 and Contractor.

14.6 If Contractor experiences a system or platform issue, Contractor shall notify OGN1 through [APP SUPPORT METHOD/EMAIL] and provide reasonable documentation supporting the actual hours worked.

15. Miscellaneous

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes prior oral or written agreements concerning the same subject matter.

15.2 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

15.3 Amendments. Any amendment to this Agreement must be in writing and signed by both Parties.

15.4 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature. Each counterpart and electronic copy shall be deemed an original and together shall constitute one instrument.

15.5 Headings. Section headings are included for convenience only and shall not affect the interpretation of this Agreement.

16. Signatures

EXECUTED AT St. Petersburg, Florida.

OUR GOOD NANNY1, LLC

By: Maya Dyakova-PEIRCE, President

Phone: +1 727 291 3960

Website: www.ourgoodnanny.com

Email: elitecare@ourgoodnanny.com



CONTRACTOR

Signature: _____

Printed Name: _____

Date: _____

Contractor Address: _____

Contractor Phone: _____

Contractor Email: _____