

ASSISTED HOME CARE AGREEMENT

This assisted home care agreement made this ____ day of _____, 20____, by and between _____, Older Adult (hereinafter referred to as “Older Adult”), and, _____, Caregiver (hereinafter referred to as “Caregiver”).

PREAMBLE – The parties acknowledge receipt of, have read, and adopt the “Charter of Care Recipients’ Rights and Responsibilities — Home Care”¹ as binding guiding principles in the conduct of their relationship under this agreement.

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. The real property will hereinafter be referred to as “the house.”

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

SECTION 3.1. Balanced Meals- Caregiver hereby agrees to prepare and/or provide three (3) nutritionally balanced meals per day when such assistance is requested. Meals shall be served in the breakfast area or in the dining room. Unless otherwise agreed, one such meal shall be served in the morning, one around midday, and one in the late afternoon or 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 shall be provided only upon order of a licensed physician.

SECTION 3.3. Additional Duties - Caregiver agrees, at the expense of the Older Person, to grocery shop for 2 Older Adults 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

¹ Issued by the Government of Australia, amended on 27 February 2017, and uploaded at the website www.thaisunset.com under charter_-_home_care_-_february_2017.pdf

4. Wash dishes
5. Empty all waste containers
6. Sweep and dust-mop all non-carpeted floors, stairs and hallways
7. Vacuum all carpets and rugs, and spot clean as needed
8. Scrub floor
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 Older Adult's bedroom in a neat and orderly condition
15. Clean basement and garage, if applicable.
16. Perform periodic heavy cleaning such as window washing and wall washing.

SECTION 5. OUTDOOR MAINTENANCE - Caregiver agrees to provide the following outdoor services, if applicable:

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

SECTION 6. HOUSEKEEPING - Older Adult shall maintain the home in a clean, sanitary, and orderly condition as best s/he can. Caregiver shall shop for, and 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 regular errands for the Older Adult at the Older Adult's expense. These may include, but are not limited to, picking up dry cleaning and laundry, grocery shopping, shopping for necessities (e.g., household supplies including cleaning supplies, shampoo, etc.), and, if applicable, 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 bathing, dressing, toileting, hair care, shaving, eating, care of clothing, personal shopping, and incidental services. Additionally, caregiver shall help to 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 for Caregiver a reasonable retainer of _____: in [] \$ USD; In [] € EUR or in [] ฿THB (as marked), and for the Caregiver's services

_____ weekly

_____ monthly

on each _____ of the week/month

_____ per hour worked and invoiced (billed) in [] \$ USD; In [] € EUR or in [] ฿THB (as marked)

Currency in words: _____..

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.

Caregiver, at his or her discretion, may delegate and/or assign the performance of his duties to one or more qualified persons or enterprises.

If the Older Person hires such delegated or assigned person or enterprise direct, the Older Person shall pay loss of future revenues in the form of liquidated damages to the Caregiver in the amount of \$ 2,500 USD or ฿ 80,000 THB forthwith.

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 13. ADMINISTRATIVE, VISA COMPLIANCE, AND RELATED WORK - The Caregiver may be requested and/or required, eg. by pressing circumstance, to render administrative assistance in matters of retirement visas, or such other bureaucratic assistance, and/or in the acquisition and/or termination of rental of accomodation and/or acquisition and/or disposition of real property, for all of which the regular agreed hourly rates apply, or two month's of rent in the case of rental proprty, or three percent (3%) of the consideration paid or received in the case of real property, plus reimbursement of actual outlays of the Caregiver on behalf of the Older Person for any and all of these incidences.

SECTION 14. GOVERNING LAW, ENTIRETY OF AGREEMENT AND

SEVERABILITY - This agreement shall be governed by the laws of the Kingdom of Thailand. Venue for any disputes shall be in the competent courts of Thailand. This agreement 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. FOR ANY AND ALL AMENDMENTS AND/OR CHANGES TO BE BINDING, THEY SHALL BE IN WRITING.

IN TESTIMONY WHEREOF, we, the Older Adult and the Caregiver, having read this agreement, agree to its terms and sign it as our free act and deed on this the _____ day of _____, 20____.

Signature of Older Adult

Signature of and for the Caregiver

NAME typed _____

NAME typed _____

**Notarization of Older Adult’s signature
or of the person holding power of attorney for the Older Person**

_____, a Notary Public of _____ of _____ do certify that _____, the maker, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

In witness thereof I have set my hand and notarial seal this the _____ day of _____, 20____.



Notary Public