

DOMESTIC EMPLOYEE SERVICES AGREEMENT

Agreement concluded between _____ and _____, henceforth referred to as "EMPLOYER", and _____, henceforth referred to as "EMPLOYEE," by which they agree to the following terms and conditions of employment in the United States of America. This contract is valid through _____ (Date).

1. The EMPLOYER certifies that he and/or she has a residence abroad which he or she has no intention of abandoning.
2. The EMPLOYEE is limited to working exclusively for the EMPLOYER while in the United States. The EMPLOYEE will reside in the same place as the EMPLOYER and will not work anywhere else. The address in the U.S. is: _____, hereinafter called "Premises."
3. Duties. The EMPLOYEE will serve as () Domestic Servant () Driver () Nurse () Nanny and will have the following responsibilities: _____
4. Work Hours & Compensation. The EMPLOYEE will be paid \$_____ U.S. dollars per hour. Overtime wages will be paid at the rate of \$_____ U.S. dollars per hour. The employee will be given a _____ minutes/hour(s) break during each normal work shift. The EMPLOYEE is expected to work the following hours in a normal week:

Sunday: _____
Monday: _____
Tuesday: _____
Wednesday: _____
Thursday: _____
Friday: _____
Saturday: _____

The EMPLOYER is required to pay the *higher* of the minimum wage OR the prevailing wage in force in the county/town where the premises are located. Prevailing wage rates are determined by the U.S. Department of Labor and may be found at www.flcdatabcenter.com. Overtime rules vary by state and the EMPLOYER is responsible for determining appropriate overtime wages and any other benefits required under U.S. labor law. A typical normal week is 40 hours of work.

5. Both parties understand that the EMPLOYEE cannot be required to remain on the Premises after working hours without compensation and that the EMPLOYER is not to retain the EMPLOYEE's passport.
6. Vacation and Sick Leave. The EMPLOYEE will accrue _____ days for vacation and _____ days for sick leave per year for time worked in the United States.
7. U.S. Taxes. The EMPLOYEE and the EMPLOYER shall pay taxes as indicated in Publication 926 of the Internal Revenue Service if the EMPLOYEE's salary originates in the United States and is equal to or greater than \$1,500 per year. The EMPLOYER is responsible for investigating and complying with all applicable federal, state, and local tax rules.
8. Housing & Travel. The EMPLOYER will provide the EMPLOYEE a place to live that includes a private bedroom, food, personal hygiene items, and anything else that is necessary to live commensurate to with U.S. living standards. The EMPLOYER is to pay for the cost of round trip airfare from and to the EMPLOYEE's normal address of record. These costs are not to be deducted from the salary of the EMPLOYEE. If the EMPLOYEE is terminated while still working in the United States, EMPLOYER agrees to pay for the EMPLOYEE's return travel to his or her home country.
9. Medical. The EMPLOYER shall be responsible for all medical expenses incurred by the EMPLOYEE during his/her stay as an employee in the United States of America.
10. Miscellaneous. The EMPLOYER will ensure that the EMPLOYEE does not become a public charge while working in the United States. The EMPLOYEE will be given and retain a copy of this contract to be presented at the port of entry to the United States. The EMPLOYER and EMPLOYEE understand that formal proof of appropriate payment (check, bank deposit slip, remittance slip, etc.) for hours worked in the United States is required for any future visa applications if the EMPLOYEE wishes to travel again with the EMPLOYER.
11. This contract is a legally binding document in the United States of America.

SIGNED: EMPLOYER(S)

SIGNED: EMPLOYEE

DATED: _____

DATED: _____