

## DOMESTIC EMPLOYEE SERVICES AGREEMENT

Served Agreement concluded between \_\_\_\_\_, hereinafter called "EMPLOYER", and \_\_\_\_\_, hereinafter called "EMPLOYEE," by which they agree to the terms and conditions of employment in the United States of America.

1. The EMPLOYEE is limited to working exclusively for the EMPLOYER while in the United States of America. The EMPLOYEE's name will be entered on the printed visa. The EMPLOYEE will reside in the same place as the EMPLOYER and will not work anywhere else. The address(es) is/are: \_\_\_\_\_ hereinafter called "Premises."

2. The EMPLOYEE will serve as ( ) Domestic Servant ( ) Driver ( ) Nurse ( ) Nanny and will have the following responsibilities:

\_\_\_\_\_

3. The EMPLOYER will pay to the EMPLOYEE the current federal prevailing or minimum wage (whichever is greater) according to the website <http://www.dol.gov/esa/minwage/america.htm>. However, some states have prevailing or minimum wages higher than the federal prevailing or minimum wage. In these cases, the employer will pay the prevailing or minimum wage (whichever is greater) in force in the town of the United States where the work is performed, as well as the corresponding benefits such as overtime, insurance, travel, lodging and food, which will be explained in detail later. The working day shall be eight hours per day not to exceed 40 hours per week. Working hours surplus to forty (40) hours per week or twelve (12) hours per day will be paid at one and half times the normal rate. Based on the foregoing the regular rate is \$\_\_\_\_\_ dollars per hour. The overtime wage is \$\_\_\_\_\_ dollars each. The working hours will be (specify hours and days to work plus break for meals):

\_\_\_\_\_

Both parties understand that the EMPLOYEE cannot be required to remain on the Premises after working hours without compensation.

4. The EMPLOYEE will receive \_\_\_\_\_ days for holidays, \_\_\_\_\_ days for vacation, and \_\_\_\_\_ days for sick leave each year.

5. The EMPLOYEE and the EMPLOYER shall pay taxes as indicated in the publication number 926 of the IRS (International Revenue Service of the United States) that is in the website <http://www.irs.gov/pub/irs-pdf/p926.pdf> if the salary originates in the United States, is equal to or greater than \$ 1,500 a year. If the annual salary reaches this amount, then the taxes must be paid equivalent to 15.3 % of salary, divided equally between EMPLOYEE (7.65%) and the EMPLOYER (7.65%). The EMPLOYER's share will pay for Social Security (6.2 %) and Medicare (1.45 %). The EMPLOYER is responsible for investigating and complying with the requirements of state and local taxes as well.

6. 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 U.S. living standards. The EMPLOYER is committed to providing the EMPLOYEE home, food, and the cost of round trip from and to where the EMPLOYEE normally resides. These costs are not to be deducted from the salary of the EMPLOYEE.

7. 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. The EMPLOYER will ensure that the EMPLOYEE does not become a public charge while working for the EMPLOYER. The EMPLOYER will not withhold the passport of the EMPLOYEE.

8. The maximum duration of the contract of employment in the United States of America shall not exceed one (1) year from the date of issue of the visa. The EMPLOYEE will not accept any other employment while working for the EMPLOYER. If EMPLOYEE's employment is terminated by EMPLOYER while still working in the U.S., the EMPLOYER will 1) give a minimum of two weeks' notice to the EMPLOYEE and 2) pay for the EMPLOYEE's travel back to the EMPLOYEE's country of normal residence.

9. The EMPLOYER agrees to comply with all regulations for Employers in the United States of America including, but not limited to, U.S. labor laws, U.S. Internal Revenue Service tax code, U.S. employment laws and taxes, Social Security taxes, and income tax.

10. This contract is a legally binding document in the United States of America.

EMPLOYER

EMPLOYEE

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_