

DAY CARE CONTRACT

This Life Daycare Contract (the “**Contract**”) is entered into _____ (the “**Effective Date**”), by and between _____, with an address of _____ (the “**Provider**”) and _____, with an address of _____, (the “**Parents**”), (collectively the “**Parties.**”).

The Provider agrees to provide the following services for the Parents subject to the following terms and conditions:

1. DESCRIPTION OF SERVICES: Beginning on _____, Provider will deliver to Parents the following child care services, subject to the terms and conditions defined herein:
2. Provide child care for: [Number of] children to be cared for at [LOCATION] for _____ numbers of days a week during the hours beginning at _____ and ending at _____.
3. The children to be cared for are:

[NAME], [SEX], [DOB], current age as of the date of this Contract [AGE];
[NAME], [SEX], [DOB], current age as of the date of this Contract [AGE];
[NAME], [SEX], [DOB], current age as of the date of this Contract [AGE];
4. The undersigned Parent(s) hereby give(s) Provider permission to care for the above child(ren) in accordance with this Contract. In consideration of the mutual agreements and covenants contained in this Contract, the parties agree to the following:
5. CONTRACTED HOURS. The Provider shall provide child care services and the Parent(s) shall pay on a regular basis for such services on the schedule as follows:

Day of the Week	Start Time	End Time
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

6. This schedule shall be in effect unless terminated sooner by one of the parties in accordance with this Contract. The Parent(s) shall pay child care fees based on the above schedule at the rates specified below.
7. FEES FOR FULL-TIME CHILD CARE. Child care fees for "Full-Time" prescheduled child care are \$_____ per week. Full-Time child care is defined to be 40 or more hours per week. Child care fees are due and payable regardless of the child(ren)'s attendance.

8. FEES FOR PART-TIME CHILD CARE. Child care fees for "Part-Time" prescheduled child care are \$ _____ per week. Part-Time child care is defined to be less than 40 hours per week.
9. FEES FOR UNSCHEDULED CHILD CARE. Child care fees for any unscheduled hours are \$ _____ per week, or if less than 1 week, \$ _____ per day, or if less than 1 day, \$ _____ per hour.
10. TIMING AND METHOD OF PAYMENT. The Parent(s) shall pay child care fees on or before the last day of each month. Payments may be made by cash, check and credit card. Credit card(s) which will be accepted are: Discover, Master Card and Visa. In addition, if fees are not paid in full and on time, the Parent(s) agrees to pay a \$ _____ per day late fee. If fees are not paid within _____ days, the child(ren) will not be allowed to attend the facility until payment is received in full.
11. The Parent(s) agrees to pay a \$35.00 fee for all checks returned unpaid. If a check is returned unpaid, all future payments by the Parent(s) shall be made in cash. If any payment obligation under this Contract is not paid when due, the Parent(s) agrees to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.
12. REGISTRATION FEE. The Parent(s) shall pay \$ _____ per child as an initial registration fee when this Contract is signed. The registration fee is nonrefundable and is not applied to any child care fees.
13. OVERTIME FEES. The Parent(s) agrees to pay overtime fees of \$ _____ per minute if the child(ren) is not picked up by the scheduled time as noted above. If the child(ren) is not picked up within _____ minutes after the scheduled time, the per minute overtime fee will start accruing from the scheduled time. This overtime fee shall be paid with the next scheduled payment.
14. TERMINATION OF CHILD CARE. Child care may be terminated by the Provider or the Parent(s) only by providing the other party with _____ days advance written notice. If the Parent(s) fails to provide _____ days advance written notice, the Parent(s) agrees to pay the regular scheduled fees for the 30 or portion of such _____ days immediately after such notice during which the Provider had no notice of such termination. Provider retains the right to terminate this Contract without notice for the following reasons:
- The child(ren)'s behavior is destructive, uncontrollable, violent, or threatening to the other children or providers at the care facility. This determination is made in the sole discretion of the Provider.
 - A Parent's behavior is threatening or abusive to the other children or providers at the care facility.
 - Child care fees are 15 days or more delinquent.
 - The child(ren) is absent for 3 days or more without reasonable explanation or payment from the Parent(s).

All terminations of this type can be made effective immediately.

15. AUTHORITY TO PICK UP CHILD. The following person(s) has authority to pick up the child (children):

Name: _____

Name: _____

Name: _____

The Parent(s) shall inform Provider in advance if someone other than the Parent(s) or person(s) listed above will pick up the child(ren).

16. The following person(s) does not have authority to pick up the child(ren):

Name: _____

Name: _____

Name: _____

EMERGENCY CONTACTS. In case of an emergency, Provider will first try to reach the Parent(s). If the Parent(s) cannot be reached, Provider will then contact the following person(s) in the order listed below:

Name: _____

[CONTACT INFORMATION]

17. MEDICAL TREATMENT. If the child(ren) becomes ill, Provider will first try to reach the Parent(s). If the Parent(s) cannot be reached, Provider may contact the child(ren)'s physician:

Name: _____

[CONTACT INFORMATION]

18. Provider is authorized to provide the physician or a representative of the physician with the following

Medical information:

Hospital Preference: _____

Insurance Company: _____

Name of Policy Holder: _____

19. In case of a medical emergency, Provider shall obtain the necessary emergency medical care for the child (ren), including but not limited to transportation to an emergency room. The Parent(s) agrees to pay all costs and expenses incurred in connection with any medical care provided to the child(ren), including the cost of transportation.

20. SICK CHILD POLICY. If the child(ren) exhibits any of the symptoms listed below, the child(ren) shall not attend the child care facility until the symptoms are no longer exhibited or unless the Parent(s) has obtained a statement from the child's doctor stating that the child is not contagious. The final decision as to whether a child will be admitted to the child care facility will be made in the sole discretion of the Provider.

[LIST SPECIFIC ILLNESSES/ SYMPTOMS]

If the child(ren) exhibits any of these symptoms while present at the child care facility, the Parent(s) will be notified and shall immediately remove the child(ren). The child(ren) may be isolated from the other children at the child care facility until the Parent(s) arrives.

Provider agrees to notify the Parent(s) of any contagious diseases about which the Provider has knowledge that the child(ren) may have been exposed to while at the child care facility. The Parent(s) agrees to inform of any illness or problem of the child(ren) that might affect other children at the child care facility. The Parent(s) agrees to provide a medical report describing the child(ren)'s personal medical history to Provider prior to the child(ren)'s first day of care. The

Parent(s) shall be responsible to arrange for alternate care if the child(ren) is unable to attend as provided in this Contract. Child care fees may be adjusted for the days a sick child does not attend the child care facility. If a physician's note is provided, child care fees for the relevant day(s) shall be reduced by ____ percent for each full day the child(ren) is absent.

21. ITEMS SUPPLIED BY PARENT(S). The Parent(s) shall provide the following items to Provider for the benefit of the child(ren) whenever reasonably requested by Provider: _____
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In addition, Provider may request that the Parent(s) supply a specific item for the benefit of the child(ren) from time to time. If the Parent(s) has failed to supply the item within a reasonable period of time, then Provider may purchase the item and the Parent(s) agrees to reimburse the Provider for the reasonable cost of the item.

22. ITEMS SUPPLIED BY PROVIDER. Provider shall provide breakfast, a mid-morning snack, lunch and a mid-afternoon snack as well as _____. All meals provided by Provider are intended to comply with the United States Department of Agriculture's nutritional guidelines.
23. SUBSTITUTE CHILD CARE. If Provider is temporarily unable to provide child care services due to reasons beyond its reasonable control, Provider may, but has no obligation to, arrange for a substitute child care provider with qualifications similar to the Provider's. Provider will use its best efforts to provide the Parent(s) with reasonable advance notice of the need for such substitute care, the name of the substitute provider, and the hours that the substitute will provide care. The Provider will provide the Parent(s) with a list of substitute child care providers upon request.
24. HOLIDAYS/VACATIONS. Provider will not provide child care on any federal holidays. The child care fees will be adjusted for these federal holidays during which Provider's facility is closed. Provider's facility will be closed for 7-14 each year for vacation. The child care fees will be reduced proportionately for the days during which the Provider is closed for vacation. The Parent(s) is responsible for arranging alternate child care during the Provider's vacation.

The Parent(s) is responsible for arranging for alternate child care for closings when the Provider is attending training classes and for emergency closings due to severe weather. The child care fees will be reduced proportionately for the days during which Provider's facility is closed. The Parent(s) shall provide Provider with [days/ months] advance written notice of expected family vacations. The child care fees will be adjusted for the time period that a child does not attend because of a family vacation. If timely notice is provided, the child care fees will be reduced by 6 percent for the period of time that the child(ren) is on vacation with his/her family.

25. MODIFICATION OF TERMS. Provider shall be entitled to change any of the terms in this Contract, including but not limited to fees, by providing the Parent(s) with [days/ months] written notice of such changes.
26. DAMAGE TO PROPERTY. Children are expected to treat all property located at the facility with respect, including but not limited to toys and furniture. The Parent(s) agrees to pay for the accidental or willful destruction of any property located at the facility, whether owned by

Provider or any other person, at the replacement cost, if such destruction was, in the sole opinion of Provider, caused by the child.

27. **DISCIPLINE.** Provider reserves the right to discipline a child when necessary. Discipline as approved of by the Parent consists of: _____ . The Provider will not use the following manner of discipline, as directly forbidden by Parent: _____ .
28. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
- a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
 - e. Failure to disclose any illness which may be transmittable to others in the child care facility.
29. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
30. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
31. **ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties

are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

32. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
33. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
34. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
35. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of _____.
36. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
37. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

[PROVIDER]

[PARENTS]

By: _____

By: _____

Its:

Its: