

Admission Agreement

On behalf of myself, my spouse, and each child designated (my “Child”) I enter into this Admission Form Agreement (“Agreement”) with Pleasant Valley Play Garden LLC, a California Limited Liability Corporation, regarding the provision of a supervised, indoor and outdoor play environment for my Child(ren):

You can attend Pleasant Valley Play Garden as long as your registration is active (you have visited at least one time during each 12-month period starting from your original enrollment date).

Facility Use:

Subject to this Agreement which includes use of facilities and participation in art and play activities. Our center does not provide transportation or employ Community Resource Services.

This Agreement does not obligate Pleasant Valley Play Garden LLC to continue to provide services, and Pleasant Valley Play Garden LLC reserves the right to refuse admission to any child for any reason without liability.

Enrollment Confirmation

Please note that our program is a year-round program. Regardless of when a child enrolls, they are subject to any updates to policies as they occur. Enrollment contracts will auto-renew every year, unless there are any changes to policies or pricing (at the discretion of the Director), in which case parents will sign a new contract.

If there are any changes to pricing, the PVPG team will provide new rates with at least 30 days notice.

Tuition

Private Payment

I/We understand that payment for services will be due on 24th of the month prior to providing care. You are responsible for the full monthly tuition even when your child does not attend Pleasant Valley Play Garden LLC with no deductions for any absences, holidays, vacations (provider or family), illness, or closures due to inclement weather, bad air quality, power outages, mass communicable illness or other situations beyond our control. Tuition is due regardless of a child’s absence from the program for any reason and is required to hold the child’s space for the month.

If tuition is not paid by the 2nd day that it is due (generally the 26th of the month), a late fee of \$25.00 per day per child will be added for each additional day that it is late, until it is paid in full. When a payment is delinquent for two days or more, care may be suspended until the balance is current and your child’s space will not be reserved.

Pleasant Valley Play Garden LLC may charge a service fee for any unpaid invoices. No refunds are given. Any changes in fees will be posted for at least 30 days.

Tuition payment will take place electronically by Brightwheel, our administrative services provider, and cannot be collected via check or cash.

Payments can be made with a credit card or via ACH (directly from a bank account). Please note that there will be a 3% fee for using your credit card. ACH payments will continue to have no fee. We will notify you if we begin charging a fee for ACH payments and will give you a 30 day grace period.

If your child's start date does not occur on the first of the month, your first month's tuition will be prorated accordingly. If your child's last day does not occur on the last day of the month, your last month's tuition will be prorated accordingly.

Subsidy Payments

If enrolling your child is under subsidy payments from the local resource and referral agency then tuition will be paid in accordance with the local resource and referral agency and we require you fill out required paperwork in a timely manner.

If you agree to a private payment amount on top of the subsidy payment by the local resource and referral agency then all private payments will be applied using the "Private Payments" section.

Enrollment Fee

I/We agree to pay this non-refundable fee of \$125. I/We understand that this will be collected upon enrollment.

Please note that you must provide at least 30 days notice before end of participation in the program. If you cancel your child's participation in the program at any time without the required 30 days notice, you will be required to pay tuition for the remaining 30 days after you give notice of end of participation, regardless of whether the child is receiving care.

Materials Fee

I/We agree to pay this *yearly* non-refundable materials fee of \$125. I/We understand that this will be collected at the time of enrollment and then during the month of enrollment yearly.

Late Pickup Fee

I/We understand that we will be charged for any late pickups. Fees Due at pick up:

\$10/instance for the first 5 minutes

\$15/instance for the first 10 minutes

\$20/instance for the first 15 minutes

\$40/instance for the first 30 minutes.

Please notify staff immediately using Brightwheel if you are going to be late.

Monthly Tuition

AM (9:00-12:00) or PM (12:30-3:30):

Two days a week: \$300

Three days a week: \$450

Five days a week: \$750

Full Day (9:00am-3:30pm):

Two days a week: \$516

Three days a week: \$775

Five days a week: \$1290

Extended full Day (8am-4:30pm):

Two days a week- \$550

Three days a week- \$800

Five days a week- \$1290

Early Bird (8am-9am): \$10 per day

Later Gater (3:30pm-4:30pm): \$10 per day

Acknowledgement of Placement in the Pleasant Valley Play Garden LLC Program

Pleasant Valley Play Garden LLC reserves the right to assess the appropriateness of the placement of your child in our program in relation to meeting the needs of your child and the other children in the program. If the Director feels that the program cannot meet the needs of a child or a child's family, the child's enrollment will be ended. Any deposit or fees paid are non-refundable.

Additionally, Pleasant Valley Play Garden LLC retains the right to terminate enrollment of your child/ren in the program in the event of non-compliance with program policies, rules, and regulations. Any repeated infractions of program policies and rules will result in your child being removed from the program, without 30 days notice or a tuition reimbursement.

PVPG reserves the right to modify any of the conditions of this agreement upon 30 days written notice to the parent(s) or guardians.

Withdrawal

If you withdraw your child from the program, you must give at least 30 days prior to withdrawal in writing via email to pvplaygarden@gmail.com.

Your official last day will be calculated using the withdrawal policy and tuition will be due for the duration of that time period. Tuition will be prorated to reflect your child's official last day.

If Pleasant Valley Play Garden LLC needs to unenroll a child in their care, they will follow the 30-day withdrawal policy as described above. Should a situation arise where a child is putting themselves or others in danger, immediate termination of services will be considered. This includes, but is not limited to:

- Running out of the room or outdoor classrooms after a plan has been in place.
- Excessive biting after a plan has been in place (3 instances in a week).
- Excessive hitting and or aggression after a plan has been in place (3 instances in a week).

Other reasons for termination include but are not limited to:

- Caregiver being disrespectful to administrators, staff, parents, or children. For example, raising your voice or using inappropriate language, discussing a challenging situation in front of the children, being disrespectful in written communication, disregarding PVPG protocols, etc.
- Consistent late pickups.
- Other violations of caregiver expectation listed in our Parent Handbook

In the rare event that a child is unenrolled from the program effectively immediately (typically only seen in high-impact health/safety issues), any tuition you have already paid for that month will **not** be refunded to you.

Schedule Changes

When decreasing your schedule, 30 days of written notice is required. This is because it takes us time to find a replacement for the days you are dropping. When increasing your schedule, written notice is required and will be approved on a space-available basis.

Health Policies

Health:

My Child is in excellent health and physical condition and has no medical, psychological, physical or mental condition that has not been disclosed to Pleasant Valley Play Garden LLC on the Registration Form. My Child does not have any infectious, contagious or communicable diseases.

We request that you do a health check at home and ensure your child is 100% healthy for care.

Illness: In the event my Child becomes sick with a contagious illness after visiting any Pleasant Valley Play Garden LLC during the gestation period of such illness, I agree to notify Pleasant Valley Play Garden LLC as soon as possible to enable Pleasant Valley Play Garden LLC, in its discretion, to notify each family of all the children who may have been exposed.

Immunization Policy: If your child is getting immunizations: They must be done on your last weekday after PVPG, so you can watch for a negative reaction over the weekend or have a 48-hour period after immunizations before returning to care. Please provide a copy of updated immunizations.

Medical Procedures

General Medical Guidelines/Discretion:

Although Pleasant Valley Play Garden LLC tries to provide a safe environment it is possible my child could get injured. In such event, I authorize Pleasant Valley Play Garden LLC to follow its internal procedures, including simple first aid as reasonably appropriate; however, I understand Pleasant Valley Play Garden LLC shall not be required to strictly follow those guidelines when, in its judgment, circumstances may require otherwise.

Medical Authorization:

In the event Pleasant Valley Play Garden LLC determines emergency medical attention is necessary for my Child, Pleasant Valley Play Garden LLC is authorized by me or whoever signs my child in for that day, (Authorized Representative”), to act as an agent for me and to give my permission for my Child to be attended by a physician in such circumstances as Pleasant Valley Play Garden LLC deems necessary.

Safety/Indemnity:

I agree that Pleasant Valley Play Garden LLC may take action which it considers prudent to protect the safety of my Child, and other children visiting Pleasant Valley Play Garden LLC. I further agree to indemnify, defend and hold Pleasant Valley Play Garden LLC (and its owners, officers, directors, agents and employees) harmless from and against all actions, claims, or liability, including attorney fees and court costs, directly or indirectly caused by my Child or resulting from any inaccuracy or omission made by me in completing the Registration Form.

State of California Licensing Requirements(Title 22 Section 101195 (b) and (c)):

The Department or licensing agency shall have the authority to interview children, or staff, and to inspect and audit child or facility records without prior consent; and to observe the physical condition of the children, including conditions which could indicate abuse, neglect, or inappropriate placement, and to have a licensed medical professional physically examine the children.

Additional Requirements

As a condition to my use of the services, I have accurately completed and signed the Registration Form and Release. I understand that Pleasant Valley Play Garden LLC will rely on this information in caring for my Child.

I agree to pay all cost and attorney fees arising out of any action relating to this Agreement, the Registration Form or the Release for collection purposes or otherwise.

We recognize everyone has difficult days. Tell us if your child’s routine has changed or if something has impacted their behavior. It may help us make their visits successful.

We may call if a child acts inappropriately and, despite teacher guidance, does not change their behavior. Fighting and bad language are not allowed. In extreme cases we may have to call to have you, or an authorized person, pick up your child. If we call, please pick-up within 20 minutes.

On a case-by-case basis, Pleasant Valley Play Garden LLC may evaluate if shorter visits may be more successful.

If negative behavior occurs routinely or results in a child being hurt, children may be asked to take a break from Pleasant Valley Play Garden LLC, either temporarily or permanently.

Pleasant Valley Play Garden LLC, as a State of California licensed Child Care Facility, provides a fun and safe environment for children. However, in any childcare program, injuries may occur. In order for Pleasant Valley Play Garden LLC to be able to provide monthly childcare services to you, it is necessary that you assume certain risks. Thus, as a requirement to receive our services, Pleasant Valley Play Garden LLC is requesting that you sign this release.

I, on behalf of myself, my spouse, and each child designated on the Admission Agreement (my “Child”), waive and release all rights, causes of action and claims against Pleasant Valley Play

Garden LLC, a California Limited Liability Corporation, its directors, agents, and employees, for any and all loss of or damage to property or injuries suffered by my Child during the time my Child is visiting a Pleasant Valley Play Garden LLC center, including the possible negligence of Pleasant Valley Play Garden LLC, but excluding gross negligence and intentional misconduct. I understand that the provision of childcare contains risk of injury to persons and damage to property, and that by signing this release I engage Pleasant Valley Play Garden LLC to provide child care for my Child at my own risk. I represent that I am authorized to sign this release on behalf of the child(ren) listed.

I have been given an opportunity to ask questions and obtain answers to my satisfaction regarding any and all aspects of Pleasant Valley Play Garden LLC and the Release, including, but not limited to, future risks, complications and costs. By signing this Release, I have not relied on any promises or statements made by Pleasant Valley Play Garden LLC other than those contained in the written information supplied to me by Pleasant Valley Play Garden LLC.

I understand that this Release will be kept on file at Pleasant Valley Play Garden LLC and will continue in effect for this and any future visits my Child may make.

I, the undersigned, hereby authorizes Pleasant Valley Play Garden LLC to use without limitation as to time, method or reproduction, photographs produced from my child(ren)'s participation in activities at Pleasant Valley Play Garden LLC for publications, exhibits, promotions, Pleasant Valley Play Garden LLC web pages and other family marketing media approved by Pleasant Valley Play Garden LLC.

I decline the photography release.

(Parent/Authorized Representative printed name)

(Date)

(Signature)

(Pleasant Valley Play Garden LLC Director)

(Date)

(Signature)