

DAYCARE / CHILDCARE AGREEMENT

I. The Parties. This Daycare/Childcare Services Agreement, ("Agreement") made _____, 20____ ("Effective Date") made by and between:

Parent(s): _____,
with a mailing address of _____, City of _____, State
of _____, ("Parent(s)")

AND

Child Care Provider: _____,
with a mailing address of _____, City of _____, State
of _____, ("Child Care Provider").

Child Care Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the hires the Child Care Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. The Children. This Agreement shall only be for the following child(ren) named below:

Child's Name _____ Date of Birth _____

Child's Name _____ Date of Birth _____

Child's Name _____ Date of Birth _____

Hereinafter known as the "Child(ren)".

III. Term. The term of this Agreement shall commence on _____, 20____ ("Commencement Date") and terminate: (check one)

- ☐ - At-Will with written notification of at least ____ days' notice.
- ☐ - On the date of _____, 20____.

IV. Child Care Services. The Child Care Provider agrees to supply the necessary daily care to the Child(ren). Such daily care shall include, but not be limited to, constant supervision, viewing social engagements, promoting good behavior, and any of the following extra services: (check all that apply)

- ☐ - Changing Diapers
- ☒ - Providing Snacks/Food/Meals
- ☒ - Other. _____.

Hereinafter known as the "Child Care Services".

V. Schedule. The Child Care Provider shall provide their Services to the Child(ren) in accordance with the following weekly schedule: (check all that apply)

Days	Start Time	End Time
<input type="checkbox"/> - Monday	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> - Tuesday	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> - Wednesday	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> - Thursday	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> - Friday	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> - Saturday	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> - Sunday	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM	____:____ <input type="checkbox"/> AM <input type="checkbox"/> PM

- a.) **Late Pickup.** If the Parent(s) is going to be late picking up their child(ren), every effort must be made to contact the Child Care Provider. A late pickup fee of \$____ shall be administered if the Parent(s) are more than ____ minutes late after the child's pickup date ("Late Pickup Fee"). The Late Pickup Fee shall be administered to each child that has not been picked up.
- b.) **Overtime Care (with approval).** If the Parent(s) has received approval from the Child Care Provider for overtime care of the Child(ren), the Child Care Provider shall provide such care at a rate of \$____ per hour.
- c.) **Overtime Care (without approval).** If the Parent(s) has not received approval from the Child Care Provider for overtime care of the Child(ren), the Child Care Provider shall provide such care at a rate of \$____ per hour.

VI. Holidays. The Parties acknowledge and agree that the Child Care Provider will not be available on the following national holidays: (check all that apply)

- ☐ - New Year's Day
- ☐ - Martin Luther King Jr Day
- ☐ - President's Day
- ☐ - Memorial Day
- ☐ - Independence Day
- ☐ - Labor Day
- ☐ - Columbus Day
- ☐ - Veterans' Day
- ☐ - Thanksgiving
- ☐ - Christmas Day

VII. Payment Amount. Under this Agreement, the Child Care Provider shall provide Services of \$_____ for each child per ☐ Hour ☐ Day ☐ Week ☐ Month ("Payment Amount").

VIII. Payment Method. The Payment Amount shall be paid: (check one)

- ☐ - Daily
- ☐ - Weekly
- ☐ - Bi-Weekly
- ☐ - Monthly
- ☐ - Other: _____.

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method shall be referred to as "Compensation".

IX. Deposit. The Parent(s) is/are: (check one)

- ☐ - **Required** to pay a deposit in the amount of \$_____ to the Child Care Provider as security and may be applied for any damage made on the premises by the Child(ren) or for any unpaid balances by the Parent(s) any Services provided ("Deposit"). If the Deposit is used by the Child Care Provider, for any reason, the Child Care Provider shall demand the Deposit is repaid to the aforementioned amount or this Agreement shall terminate within five (5) business days.
- ☐ - **Not required** to pay a deposit before the Child Care Provider is able to provide their Services.

X. Absent. If any Child(ren) are to be absent, the Child Care Provider requires that at least ____ day(s) notice be provided. If any Child(ren) are absent with proper notice, the Parent(s) shall be charged _____ for the absent day(s).

If any Child(ren) are absent without proper notice, the Parent(s) shall be charged the full amount as if their Child(ren) were provided Child Care Services for the absent period.

XI. Vacation Times. The following vacation times shall be administered to each Party: (check all that apply):

- ☐ - Parent(s) Vacation. The Parent(s) must provide at least ____ day(s) notice before their Child(ren) is on vacation. During the Parent(s) vacation, the Parent(s) are ☐ required ☐ not required to pay for Child Care Services during such vacation.
- ☐ - Child Care Provider(s) Vacation. The Child Care Provider(s) must provide at least ____ day(s) notice before going on vacation.

XII. Damages. If any of the Child(ren), while under the Child Care Provider's supervision, causes any damage to the premises other than normal wear and tear on toys, furniture, or damage, the Parent(s) shall be responsible for repairing any said damage caused by the Child(ren).

XIII. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of _____.

XIV. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XV. Additional Terms & Conditions. _____

XVI. 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.

Parent(s) Signature _____ **Date** _____

Print Name _____

Child Care Provider's Signature _____ **Date** _____

Print Name _____