**Day Care Services Agreement**

This Day Care Services Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John and Jane Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Family”) and **Littles Daycare**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Family and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Family requires the services of a daycare to provide child care for their child(ren) at the Company facility located at the address stated above (“Premises”); and

 **WHEREAS**, the Company agrees to enter into this Agreement for childcare of such child(ren).

 **NOW, THEREFORE** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **DESCRIPTION OF SERVICES.** The Family has two (2) *[insert appropriate number]* minor children (the “Children” or “Child,” as applicable), described below, for which the Company shall be responsible during the outlined days and/or hours described herein. No child shall be denied admission based on his/her or the family’s race, color, religion, sex (including general identity, sexual orientation and pregnancy), ethnicity, national origin, age, social/financial standing, disability, or genetic information.
	1. **Children**. Child 1 *[insert name]* is four (4) *[insert appropriate age]* years old, and Child 2 *[insert name]* is two (2) *[insert appropriate age]* years old.
2. **WORK HOURS AND DATES.** The Company, through trained personnel (“Staff”), shall provide child care at the Premises, which has the operating hours of Monday through Friday, 6:00am – 6:00pm (the “Services”). The Children may be dropped off by a parent or legal guardian any time between those hours for child care. The fee for child care services, as discussed in more detail below, shall differ based on the time the Children spend on the Premises. The Family anticipates that the Children will be present on the Premises from approximately 7:30am until 5:30pm.
3. **PLACEMENT.** The Children will be placed into classrooms appropriate for their age wherein they will be monitored at all times by Staff. Additionally, the Company affirms it follows the required adult-to-child ratios for each age group. All activities shall be age appropriate. The Company shall provide the Family with a monthly bulletin outlining the topics of learning and play that shall be introduced to the Children in their individual classrooms.
4. **ACTIVITIES**. The Family acknowledges and agrees that the Children are allowed to participate in supervised water and outdoor activities during appropriate times of the year. The Company shall notify parents of times when the Children will need water clothes or special outdoor activity clothes. Unless otherwise stated in writing to the Company, the Family, by way of signature hereto, agrees to the Staff applying sunscreen and/or bug spray to the Children as necessary during water and outdoor activities.
	1. **Off-Premises Activities**. The Family, by way of signature hereto, agrees to the Staff transporting the Children to off-Premises activities (*i.e.*, field trips) with prior notice to the Family. The Staff shall transport the Children in accordance with any state or local transportation guidelines or regulations.
5. **MEALS**. The Company shall provide a breakfast, morning snack, lunch, and afternoon snack to the Children in accordance with federal and/or state mandated meal guidelines for day care facilities. Upon request, the Company will provide meal guidelines to the Family. Additionally, the Children may bring their lunch and/or snacks to the Premises with them daily. The Children shall have free access to drinking water throughout the day as desired.
6. **MEDICAL CONDITION OF CHILDREN**. Child 1 *[insert name]* has been diagnosed with asthma *[or other applicable ailment]* and requires the assistance of an inhaler. The Family shall provide medical documentation from the Child’s primary care physician supporting the need and requirement of the Child to have the inhaler available at all times. Child 2 *[insert name]* does not have any known medical condition for which medication or special treatment is required.
	1. **Allergies**. Neither Child has any known allergy to food(s).
	2. **Vaccinations**. The Family affirms that the Children are current on vaccinations as required by federal, state, and/or local regulations. Should the Family desire to not vaccinate the Children, the Family acknowledges and agrees that the Company cannot and will not be liable for any contact, illnesses, side effects, symptoms, etc., that the Children may experience due to lack of vaccination.
7. **EMERGENCY CONTACTS**. The Family shall cooperate with the Company in providing emergency contacts (including pediatrician contact information) for the Children in the case an emergency arises. If the Family cannot be contacted immediately, the Company shall seek to contact the first emergency contact listed for the Children. The Company will continue to contact each emergency contact until an individual is reached. It is the Family’s responsibility to keep emergency contacts current. However, in the case of a life-threatening emergency, the Staff shall use their best judgment in determining if immediate medical attention and transport are needed. If so, the Family, by way of signature hereto, acknowledges and agrees that it will be financial responsible for any and all medical costs associated with such emergency situation and the judgment used by the Staff.
8. **RELEASE OF CHILDREN**. The Family shall provide to the Company a list of individuals approved to pick up the Children. Additionally, if applicable, the Family shall provide a list of any individual(s) who are not allowed to pick up or have contact with the Children. Should there be custody issues with the Children, the Family shall provide court documents (or other documents as requested by the Company) outlining any custody and/or contact arrangements that might affect the release of the Children from the Company.
9. **BACKGROUND CHECKS**. The Company hereby affirms that comprehensive background checks, including a fingerprint check through the Federal Bureau of Investigation database and state criminal registry, have been performed on all Staff (including, but not limited to, directors, teachers, caregivers, bus drivers, janitors, kitchen staff, administrative employees, and volunteers). The Company affirms that no Staff member has a criminal history of child abuse, child neglect, violence directed at children, and are not listed as a sex offender on either a federal or state-based registry. Comprehensive background checks are performed prior to a Staff member being hired and at least once every five (5) years thereafter.
10. **LICENSING AND CLEANING**. The Company affirms that it is in full and current compliance with all laws and/or regulations of the state in which it is located and such licenses are verifiable by others if so desired. Additionally, the Company affirms that it follows all cleaning requirements as instituted by federal, state, and/or local regulations and guidelines.
11. **FEES**. The Family shall pay fees in the total amount of $\_\_\_\_\_\_\_\_\_\_\_\_ per week to the Company for performance of the Services outlined herein whether or not the Children are present each day for that week. The fee for Services is subject to change from time to time as determined by the Company. The Family shall comply with all payment arrangements, deadlines, and forms of payment. Any missed or late payment may be subject to a late fee as routinely charged by the Company for missed or late payments. Failure to pay any fee in accordance with the deadlines established by the Company is a basis for the discontinuation of Services by the Company.
	1. **Registration Fee**. The Company shall charge a yearly fee of Fifty Dollars ($50) *[or other amount]* for initial registration and/or updated registration per family *[or per child if desired]*. The Company shall notify all families when such registration fee is due and owing.
	2. **Vacation Week**. After one (1) year of Services from the Company, the Family is entitled to one (1) week of vacation time for the Children, free of payment to the Company, without losing the Children’s places in their assigned classrooms.

* 1. **Additional Fees**. Charges are different for school-age children that are on the Premises for a shorter period of time (*i.e.*, before- and after-school care), and the Company shall provide those fees upon request or as necessary.
1. **DISCIPLINE**. The Company shall use positive correction and discipline rather than corporal punishment. Physical discipline by the Company will not be allowed. If behavior escalates to a point that the Company feels there is a lack of control, the Company will discuss same with the Family and institute a plan for going forward to deal with the exhibited behavior.
2. **MEETINGS**. A Party may at any time request a meeting with the other Party; however, the meeting shall be held at a mutually-agreed time and location depending on schedules and outside the presence of the Children if at all possible. These meetings may be about grievances, understandings, misunderstandings, changes in routine/schedule, compliments, concerns, etc. The Parties are free to discuss any situation which falls under the terms of this Agreement without fear of retaliation by the other Party.
3. **CHILD CONFIDENTIALITY**. The Family acknowledges and agrees the Children may be photographed, videotaped, and identified by first name only in social media sites controlled by the Company. Should the Family at any time revoke this permission, it shall be done so in writing and hand delivered to the Company for assurance of receipt.
4. **COMMUNICATION**. The Parties agree to cheerful, clear, and pleasant communication when in the presence of the Children. Should communication in the presence of the Children move from anything other than cheerful, clear, and pleasant, the Parties shall immediately cease the conversation, schedule a meeting, and continue the discussion on the matter outside the presence of the Children. The Parties agree that the Children are not to be present for or overhear any conflicts arising between the Parties.
5. **TERMINATION**. The Parties acknowledge and agree that the Family is paying for the performance of Services on an “as needed” basis and are not subject to a specific time period for Services. While the Family may withdraw the Children from the Company’s care at any time, it is with the understanding that all services must be paid up to and including the day of withdrawal. Any overpayment by the Family for the Services shall be refunded by the Company within five (5) business days and sent to the address noted herein. Should the Family desire to re-enroll their Children in the Services of the Company, the Family shall pay the customary registration fee as outlined herein. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the Parties, and that neither Party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.
6. **SEVERABILITY**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
7. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
8. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Company]* law and the Federal Arbitration Act must govern child care, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. An arbitration award may be entered in any court having jurisdiction.
9. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Company location]* without regard to principles of conflicts of law.
10. **HEADINGS**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
11. **COUNTERPARTS; FACSIMILE AND ELECTRONIC SIGNATURES.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**By signing below, the Parties acknowledge that they have read and understand the terms contained herein. The Parties hereby agree to the terms of this Agreement as of the Effective Date above**.

**“FAMILY”**

**JOHN AND JANE DOE**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 John Doe

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Jane Doe

**“COMPANY”**

**LITTLES DAYCARE, INC/LLC**

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 Signature of Authorized Company Representative

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 Printed Name of Authorized Company Representative