

Daycare Agreement Form

I. Parties

This Child Care/Daycare contract entered into and effective this day,
is made between:

Parents/Guardians:

and

The Child Care/Daycare provider and Parents/Guardians are each referred to herein as a "party," or collectively, as "the parties."

These parties mutually agree upon the promises, terms and conditions contained herein.

I, _____ hereby agree to entrust the care of my child(ren):

II. The Child/Children

_____ Child's First and Last Name, Date of Birth

_____ Child's First and Last Name, Date of Birth

_____ Child's First and Last Name, Date of Birth

_____ Child's First and Last Name, Date of Birth

herein known as "the child/children," to

NAME OF CHILDCARE FACILITY

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III. Schedule

The terms of this agreement shall commence on
and end as of: (mark one)

☐ At will with written notification at least _____ days in advance.

☐ On the date of _____

Services will be provided during the following times:

Arrival time a.m.: _____ Pickup time p.m.: _____ on each of the following days:

[List all days of child care services needed]

These dates (select one) are/are not flexible.

IV. Child Care Services

The Child Care/Daycare agrees to provide the following needed care to the child(ren). Such care will include, but will not be limited to, encouraging good behavior, constant live adult supervision, age-appropriate instruction, encouraging participation in social activities, and each of the following additional services: (mark all that apply)

☐ Providing meals/snacks

☐ Changing diapers/assisting in bathroom breaks

☐ Other: _____.

These services will be hereinafter known as "child care services."

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V. Payments

Payment for said child care services will be \$_____ per week/day/hour.

A late pickup fee of \$_____ will be charged for every ____ minutes beyond the agreed-upon pickup time.

Payment is due to the Child Care/Daycare provider by the ____ day of the month preceding child care services. Accepted methods of payment include cash, personal check, credit card, or money order.

(a). **Late payments.** If a personal check is returned due to a lack of personal funds, a fee of \$_____ will be charged for each day past the payment's initial due date. If a personal check is returned more than once, only cash or money orders will then be accepted for payment.

(b). **Late pickup fee.** Parents/Guardians must contact the Child Care/Daycare Provider if they will be late picking up a child(ren). The Parent/Guardian will be charged a late pickup fee of \$_____ for every ____ minutes they are late past the agreed-upon pickup time.

(c). **Overtime payments.** If the parties agree upon overtime hours of child care services for the child(ren), said overtime care will be provided at the rate of \$_____ per hour, per child.

If overtime care is provided by the Child Care/Daycare provider without prior approval between the two parties, the Child Care/Daycare provider will provide overtime care at the rate of \$_____ per hour, per child.

(d). **Additional fees.** The provider will charge additional fees for the following:

(i.e., for supplies, field trips, special events, etc.)

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VI. Security Deposit

Parent/Guardian: (check one)

☐ **Is Required** to pay a security deposit in the amount of \$_____ to the Child Care/Daycare provider that may be applied to damages made on the premises by the child, or for unpaid balances by the parent/guardian. If this security deposit is used by the Child Care/Daycare provider, the amount used must be repaid or this Agreement will be terminated within 5 business days. If the security deposit is not used by the Child Care/Daycare provider within the agreed-upon time of services, the security deposit will be returned to the parent/guardian, in full, at the end of the agreed services.

☐ **Is Not Required** to pay a security deposit before the Child Care/Daycare services can begin.

VII. Holidays.

The parties acknowledge, and agree, that child care services will not be provided on any of the following days: (check all that apply)

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

The Parent/Guardian will not be responsible for payments on any of these days.

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VIII. Vacation/Absences

The following vacation times will be allowed for each party: (check all that apply)

___ **Parent/Guardian Vacation.** The parent/guardian must provide at least ___ day(s) notice prior to their child(ren) being removed for vacation time. The Parent/Guardian ___ is or ___ is not required to pay for services during vacation time.

___ **Child Care/Daycare Provider Vacation.** The Child Care/Daycare provider must provide the parent/guardian with at least ___ day(s) notice prior to taking time off for vacation.

The parent/guardian must notify the Child Care/Daycare provider of any unplanned absences within 3 business days following the absence. Parents/guardians must notify the Child Care/Daycare provider of planned absences at least ___ day(s) before the absence.

If a child(ren) is absent without proper notice, within 3 business days, of said absence, the parent/guardian will be charged _____ for the unexcused absent day(s).

IX. Damages. If any of the child(ren), while receiving child care services under the charge of the Child Care/Daycare Provider, causes any damages to property beyond the normal wear on toys/furniture, the parent/guardian will be responsible for repairing said damages caused by the child(ren). The cost for damages will be taken first from the security deposit, if applicable.

XI. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of _____.

XII. Severability

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

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XIV. Termination of Contract

This Agreement may be terminated by either party. ____ week(s) must be provided by the terminating party prior to the last date care is to be provided.

The Child Care/Daycare Provider may immediately terminate this Agreement at any time if payment is not made on time. If the Child Care/Daycare Provider chooses not to enforce any portion of this contract, it does not forfeit the provider's right to enforce any other portion of this Agreement.

This Agreement can be revised at any time by the Child Care/Daycare Provider.

XV. Entire Agreement

This Contract constitutes the entire Agreement between the Parties to its subject matter and supersedes all prior contemporaneous representations, contracts, and understandings of the Parties. No alterations, supplements, or other amendments may be made to this Agreement unless executed in writing by both parties.

Child Care/Daycare Provider Signature: _____

Date Signed: _____

Printed Name: _____

Child Care/Daycare Provider Signature: _____

Date Signed: _____

Printed Name: _____