

# DAYCARE (CHILDCARE) SERVICES AGREEMENT

This **Daycare (Childcare Services) Contract Agreement** is made on \_\_\_ Day of \_\_\_\_\_ 20 \_\_\_ between [Childcare service's provider name] \_\_\_\_\_, with address at \_\_\_\_\_ hereinafter referred to as "Childcare Provider", and [parent's name(s)] \_\_\_\_\_, with address at \_\_\_\_\_, hereinafter referred to as "Parent(s)". Collectively as "Parties"

**I. Purpose:** The purpose of this Agreement is to establish the terms and conditions under which the Provider shall provide childcare services to the Parent's child, ("Child") and to define the respective rights and responsibilities of the Parent and Provider.

Child's name: \_\_\_\_\_ D.O.B [MM/DD/YYYY]

Child's name: \_\_\_\_\_ D.O.B [MM/DD/YYYY]

Child's name: \_\_\_\_\_ D.O.B. [MM/DD/YYYY]

Child's name: \_\_\_\_\_ D.O.B. [MM/DD/YYYY]

Hereinafter known as the "Child(ren)".

**II. Term.** This Agreement shall commence upon the Effective Date, as stated above, or on the \_\_\_ of \_\_\_\_\_ 20 \_\_\_ and will continue until \_\_\_ of \_\_\_\_\_ 20 \_\_\_ unless terminated.

- At-Will with a minimum of \_\_\_ days' written notice.

- On [ MM/DD/YYYY].

**III. Child Care (Daycare Services).** The Provider shall provide the following childcare services to the Child: (see list below). The Provider shall provide these services at the following location:

\_\_\_\_\_.

- Changing Diapers

- Providing Snacks/Food/Meals

- Other. \_\_\_\_\_.

Hereinafter known as the "Child Care Services".

**IV. Schedule and Hours of Operation.** Following the weekly schedule listed below, the Child Care Provider must provide their Services to the Child(ren): (select all that apply)

- Monday \_\_\_\_\_:\_\_\_\_\_  AM  PM \_\_\_\_\_:\_\_\_\_\_  AM  PM

- Tuesday \_\_\_\_\_:\_\_\_\_\_  AM  PM \_\_\_\_\_:\_\_\_\_\_  AM  PM

- Wednesday \_\_\_\_\_:\_\_\_\_\_  AM  PM \_\_\_\_\_:\_\_\_\_\_  AM  PM

- Thursday                    \_\_\_\_:\_\_\_\_  AM  PM                    \_\_\_\_:\_\_\_\_  AM  PM
- Friday                        \_\_\_\_:\_\_\_\_  AM  PM                    \_\_\_\_:\_\_\_\_  AM  PM
- Saturday                    \_\_\_\_:\_\_\_\_  AM  PM                    \_\_\_\_:\_\_\_\_  AM  PM
- Sunday                        \_\_\_\_:\_\_\_\_  AM  PM                    \_\_\_\_:\_\_\_\_  AM  PM

- a.) After-hours care (subject to approval). Upon approval from the Parent(s), the Child Care Provider shall provide overtime care at a rate of \$\_\_\_\_ per hour for the Child(ren).
- b.) After-hours care (not subject to approval). The Childcare Provider will charge a rate of \$\_\_\_\_ per hour for overtime care provided by the Parent(s) if no approval is received from the Child Care Provider for such care.
- c.) Late Pickup. All efforts must be made to contact the Child Care Provider if the parent(s) will be late picking up their child(ren). The Parent(s) shall be assessed a late pickup fee of \$\_\_\_\_ if they are more than \_\_\_\_ minutes late after the child's pickup date ("Late Pickup Fee"). Unpicked children will be charged a Late Pickup Fee

**V. Holidays.** The following national holidays will not be observed by the Child Care Provider, as acknowledged and agreed by the Parties: (fill in agreed upon Holidays e.g Thanksgiving)

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**VI. Payment Terms.** The Parent shall pay the Provider [FEE AMOUNT] per week for the childcare services provided under this Agreement for each child per  Hour  Day  Week  Month. Payment shall be due :

- Daily
- Weekly
- Monthly
- Other: \_\_\_\_\_.

**VII. Late Payment:** If payment is not received by the due date, a late fee of [LATE FEE AMOUNT] shall be assessed

**VIII. Security Deposit.** The Parent(s) shall: (Select one)

- Shall pay a deposit of [AMOUNT] to the Provider prior to the start of the childcare services under this Agreement. The deposit shall be applied toward the last week of childcare services. If the Parent terminates this Agreement prior to the end of the term, the deposit shall be non-refundable. If the Parent fulfills the terms of this Agreement, the deposit shall be returned to the Parent within [TIMEFRAME] after the termination of this Agreement.

- Shall not pay a deposit before services can be provided by the childcare provider.

**IX. Absenteeism.** If the Child is absent for any reason, including but not limited to illness, vacation, or school closures, the Parent shall still be responsible for paying the full fee for the childcare services under this Agreement. Providers will make reasonable efforts to provide substitute care when unable to provide childcare services. If a substitute caregiver is not available, the Provider shall give the Parent a pro-rata credit for the unused portion of the fee. Adequate notices of a minimum of \_\_\_\_ day shall be given for any of the circumstances stated in section IX

**X. Damages.** The Parent shall be responsible for any damages caused by the Child to the Provider's property besides tear and wear. The Parent shall reimburse the Provider for the cost of repairing or replacing any damaged property within [TIMEFRAME] of receiving an invoice from the Provider. The Provider shall provide the Parent with a detailed description and cost of the repairs or replacement.

**XI. Governing Law.** The laws of the State of \_\_\_\_\_ shall govern this Agreement.

**XII. Severability.** It is understood that if any term, covenant, condition, or provision of this Agreement is found to be invalid, void, or unenforceable, the remainder of the provisions remain in full force and effect and shall not be affected.

**XIII. Additional Terms & Conditions.** \_\_\_\_\_

**XIV. 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.

Parent(s) Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Child Care Provider's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_