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DAYCARE AGREEMENT

State of Alabama

BACKGROUND:

A. This Daycare Agreement (the "Agreement") is entered into on _____, between the following hiring family (the "Family"):

and the following daycare provider (the "Daycare"):

to care for the following child: _____ born on _____.

B. The undersigned Family hereby gives the Daycare permission to care for the above child in accordance with this Agreement.

This Daycare Agreement is entered into by the Family and the Daycare on the terms and conditions set forth below.

I. Contracted Hours.

1. The Daycare shall provide child care services under this Agreement during the following hours:

- Monday: _____
- Tuesday: _____
- Wednesday: _____
- Thursday: _____
- Friday: _____
- Saturday: _____
- Sunday: _____

II. Holidays, Vacations, and Miscellaneous Closings.

2. Holidays:

- The Daycare will provide child care on the following federal holidays:

- The daycare fees will be adjusted for the holidays during which the Daycare facility is closed.

- The Daycare will not provide child care on the following days:

3. Vacations:

- The Daycare will be closed for vacation on the following days:

- The child care fees will be reduced proportionately for the days during which the Daycare is closed for vacation. The Family is responsible for arranging alternate child care during this time.

- The Family must provide the following amount of advance written notice of expected family vacations: _____. The child care fees will be adjusted for the time period that a child does not attend because of a family vacation.

III. Fees.

4. Daycare fees are strictly based on the scheduled hours of contracted child care services.

5. The Daycare may, at their discretion, adjust fees for late arrival, early pickup, or missed days.

6. Fees for full-time child care:

-- Child care fees for full-time prescheduled child care are \$2 (two US dollars) per hour of child care provided, to be outlined in a detailed invoice provided to the Family from the Daycare.

-- The Family shall pay child care fees within 7 days of receiving a detailed invoice from the Daycare. If they do not pay by this deadline, their payment will be considered past due.

-- A child must attend the daycare the following amount of time per predetermined period to be considered full-time: _____.

7. Registration fee:

-- The Daycare charges \$2 (two US dollars) per child as an initial registration fee. This fee must be paid to the Daycare at the time the Daycare contract is signed by the Family.

-- The registration fee is refundable and can be applied to daycare fees at the discretion of the Daycare.

8. Fees for unscheduled drop-in child care:

-- Child care fees for drop-in unscheduled child care are \$2 (two US dollars) per hour of child care provided, to be outlined in a detailed invoice provided to the Family from the Daycare.

9. Payment may be made in the following manner:

10. Past due payments:

-- For any payment that is not paid when due, the Family shall pay a late fee of \$2

(two US dollars).

11. Returned check fee:

- The Family must pay a \$2 (two US dollars) for all checks returned unpaid.
- If a check is returned unpaid, all future payments by the Family must be made in cash.

12. Overtime fees:

- The Daycare will charge an overtime fee of \$2 (two US dollars) per _____ interval, rounding up to the nearest interval, if a child is not picked up by the scheduled time.
- The overtime fee must be paid when the parent picks up the child from the Daycare.

13. Collection fees:

- If any payment obligation is not paid when due, the Family is responsible for paying all costs of collection, including reasonable attorney fees, whether or not a lawsuit is started as part of the collection process.

IV. Trial Period.

14. The child will have a trial period at the Daycare facility of the following length: _____.

15. Child care may be terminated by either the Daycare or the Family during this trial period without advance notice.

V. Termination of Child Care Services.

16. Child care may be terminated by the Daycare or the Family only by providing the other party with the following amount of advance written notice: _____.

17. If the Family fails to provide advance written notice, payment for the shortage or a portion of such after such notice is still required.

18. The Daycare retains the right to terminate a child's enrollment without notice for the

following reasons:

All terminations of this type can be made effective immediately.

19. Upon termination of child care services, the Daycare is willing to assist with referrals at their discretion and upon request. However, it is the Family's responsibility to find alternate child care.

VI. Child Pick Up Authority.

20. The following individual(s) has authority to pick up the child:

21. The Family must inform the Daycare in advance if someone other than the Family will pick up the child. If the Family has not provided the Daycare with such information, the child will not be released to the individual(s), and the Family will be notified.

VII. Emergency Contacts.

22. In case of an emergency, the Daycare will first attempt to reach the Family in the following manner:

23. If the Family cannot be reached, the Daycare will then attempt to contact the following individuals in the order listed below:

-- Name: _____

Contact information:

VIII. Emergencies.

24. Evacuation and emergency plans will be posted at each exit in the Daycare facility.

25. The children will periodically do drills to practice the evacuation plans.

26. In case of emergency, the Daycare will first try to reach the Family. If the Family cannot be reached, the Daycare will contact the child's emergency contact person(s) as listed above.

27. It is unavoidable that children will incur scrapes, scratches, and other minor injuries during the course of normal daily activity. These injuries will be treated appropriately with basic first aid, such as ice packs, antiseptic, and bandages when necessary. The Daycare will inform the Family of the minor injury and the treatment provided.

IX. Medical Information and Treatment.

28. The Family must provide the Daycare with updated medical information regarding their child, such as information regarding the child's medical problems, immunizations, allergies, regular medications, physical disabilities, or restrictions on the child's physical activities. Information should also be provided as to whether the child has had measles, mumps, chicken pox, whooping cough, or any other contagious disease. This information should be provided to the Daycare prior to the child's first day of care.

29. All children must have received the following immunizations and vaccinations, as age appropriate, prior to attending the Daycare:

30. If a child becomes ill, the Daycare will first try to reach the Family. If the Family cannot be reached, the Daycare may contact the child's primary care physician:

31. The Daycare is authorized to provide the physician or a representative of the physician with the following information:

Insurance provider: _____

Insurance policy number: _____

Primary insurance holder: _____

Preferred hospital: _____

32. In the case of a medical emergency, the Daycare shall obtain the necessary emergency medical care for the child, including but not limited to transportation to an emergency room or urgent care center. The Family agrees to pay all costs and expenses incurred in connection with any medical care provided to the child, including

the cost of transportation.

X. Sick Child Policy.

33. The goal of the Daycare facility is to keep both the children and the caregivers healthy. Therefore, if a child exhibits any of the following symptoms, the child will not be allowed to attend the Daycare until the symptoms are no longer present or unless the Family has obtained a statement from the child's doctor that the child is not contagious. The final decision as to whether a child will be admitted to the facility will be made in the sole discretion of the provider. This policy applies to the following symptoms:

- Fever
- Persistent diarrhea
- Continuous coughing
- Irregular breathing
- Vomiting
- Difficulty swallowing
- Discharge from eyes or ears
- Lice
- Earache

34. If a child exhibits any of these symptoms while present at the Daycare facility, the Family will be notified and must immediately remove the child. The child may be isolated from other children at the facility until the Family arrives.

35. The Daycare will notify the Family of any contagious diseases about which the provider has knowledge that the child may have been exposed to while at the Daycare facility.

36. The Family is expected to inform the Daycare of any illness or problem of a child that might affect other children at the Daycare facility.

37. The Family will provide a medical report describing the child's relevant personal medical history to the Daycare prior to the first day of care.

38. The Family is responsible for arranging for alternate care if a child is sick or is otherwise unable to attend the Daycare facility.

39. Daycare fees will be adjusted for the days that a sick child does not attend the Daycare facility. If a doctor's note is provided, Daycare fees for the relevant day(s) will be reduced in the following manner for each full day the child is absent:

40. The Daycare will administer prescription medication to a sick child. The Family must complete a medication consent form listing the type of medication, the dosage, the time of day it should be administered, and any side effects or special instructions. All medications must be in the original container with the child's name on it.

XI. Program Activities.

41. The Daycare will provide daily activities, toys, and materials appropriate for each child's age level to entertain the child as well as facilitate the child's physical, intellectual, social, and emotional development.

42. Children are not permitted to bring toys from home. Specifically, toy weapons, such as guns or knives, are absolutely prohibited. The Daycare is not responsible for any lost or broken toys brought from home.

43. The Daycare will post a weekly activity chart, which will detail the activities for the upcoming week.

44. Field trips:

- The Daycare may occasionally take the children on field trips.

- A child will not be allowed to participate in a field trip unless the Family has signed a permission slip.

- The Family will be given advance written notice of the dates and locations of all field trips.

- Additional fees may be charged to the parent in order to reimburse the Daycare for admission prices, transportation costs, and/or meal costs in connection with the field trip.

- If a Family chooses not to have their child participate in the field trip, the Family is

responsible for arranging alternate child care.

45. At various times, the Daycare may structure excursions, such as walks, bike rides, or car trips off the premises of the Daycare with the children. The Family must sign a general release authorizing the Daycare to engage in such activities with the child.

XII. Infants.

46. Infants will be fed formula or breastmilk supplied by the Family according to the Family's preferences.

47. Family is responsible for providing baby food other than breast milk or formula for as long as that is necessary.

48. The Family should provide the Daycare with information regarding feeding times and other feeding instructions.

49. Diapers are checked on a regular basis and changed whenever reasonably necessary. After the diaper is changed, the diaper-changing area will be sterilized and the provider's hands washed.

XIII. Toilet Training.

50. The Daycare will assist with toilet training. The Family should initiate the training at home.

51. When toilet training has started, the Family must supply training pants, pull-ups, underwear with rubber pants, and/or other toilet training supplies.

XIV. Naps and Rest Periods.

52. Nap time is during the following period: _____.

53. It is helpful if the Family do not drop off or pick up children during scheduled nap times.

XV. Supplies.

54. In addition, the Daycare may request that the Family supply a specific item for the

benefit of the child from time to time. If the Family has failed to supply the item within a reasonable period of time, then the Daycare may purchase the item and charge the parent for the reasonable cost of the item.

55. The Daycare will be responsible for providing the following items:

XVI. Meals.

56. Mealtimes are as follows:

- Breakfast at _____
- Mid-morning snack at _____
- Lunch at _____
- Mid-afternoon snack at _____
- Dinner at _____

57. These meals will be served by the Daycare and are included in the child care fees.

58. The Daycare will post a weekly menu for the Family to review.

59. The Family should inform the Daycare of their child's favorite foods. The Daycare may incorporate these foods into its menu.

60. The Daycare will provide meals for children with special dietary needs. The Family will be responsible for reimbursing the Daycare for all extra costs involved with providing and preparing the special dietary meals.

61. All meals provided by the Daycare will comply with the United States Department of Agriculture's nutritional guidelines.

XVII. Substitute Child Care Providers.

62. If the Daycare is temporarily unable to provide child care services due to circumstances beyond their reasonable control, the Daycare may, but has no obligation to, arrange for a substitute child care provider with qualifications similar to the provider's.

63. The Daycare will use their best efforts to provide the Family with reasonable advance notice of the need for such substitute care, the name of the substitute provider, and the hours that the substitute will provide care.

64. The Daycare will provide the Family with a list of substitute child care providers upon request.

XVIII. Discipline.

65. The Daycare will explain the rules of the facility to children under their care, as appropriate. When a child understands the rules but chooses to disobey the rules, then the Daycare may discipline the children using the following age-appropriate techniques:

66. If these discipline methods are not successful with a child, alternative methods will be discussed with the Family.

XIX. Family Participation.

67. The Family is welcome to visit the Daycare facility at any time during which child care is being provided and their child is present, except during scheduled nap times, and participate in any of the activities.

68. Communication between the Family and the provider is important in maintaining high quality child care. All comments and suggestions regarding services are welcome.

XX. Daycare Policy.

69. A full copy of the Daycare's policy is available to the Family and will be provided to them for their review.

XXI.

XXII. Confidentiality.

70. The Daycare agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any confidential information with respect to the business of the Family, which the Daycare has obtained, except as may be necessary or desirable to further the business interests of the Family.

71. The Daycare further agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any personal and private information obtained about the Family, including but not limited to medical, financial, legal, or career information, without the prior written consent of the Family.

72. The Daycare will not upload to social media or the internet photographs or videos of the child without the prior written consent of the Family.

73. These confidentiality obligations will survive indefinitely upon termination of this Agreement.

XXIII.

XXIV. Child Care Regulations.

74. The Daycare operates in full compliance with all state and local child care regulations.

XXV. Equal Opportunity.

75. No child will be denied care on the basis of race, color, sex, disability, national origin, or religion of either the parent or the child.

XXVI. Entire Agreement.

76. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

77. This Agreement supersedes any prior written or oral agreements between the Parties.

XXVII. Severability.

78. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

79. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XXVIII. Amendment.

80. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XXIX. Governing Law.

81. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XXX. Notice.

82. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XXXI. Waiver of Contractual Rights.

83. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

EXECUTION:

_____, Daycare Provider

Date

_____, Parent

Date