

## ***DAY CARE CONTRACT***

This Day Care Contract ("Contract") is made effective as of \_\_\_\_\_, by and between the following parties:

**"Provider":**

My Child Care Academy  
Herriman, Utah 84096  
435-592-1438

and

**Parents(s) or Legal Guardian(s) ("Parent"):**

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Place of Employment: \_\_\_\_\_  
Primary Telephone Number: \_\_\_\_\_  
Other Telephone Number: \_\_\_\_\_  
Mobile Phone or Beeper: \_\_\_\_\_

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Place of Employment: \_\_\_\_\_  
Primary Telephone Number: \_\_\_\_\_  
Other Telephone Number: \_\_\_\_\_  
Mobile Phone or Beeper: \_\_\_\_\_

To provide child care for:

Child's Name: \_\_\_\_\_  
Nickname: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Sex: \_\_\_\_\_

Child's Name: \_\_\_\_\_  
Nickname: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Sex: \_\_\_\_\_

The undersigned Parent(s) hereby gives My Child Care Academy permission to care for the above child(ren) in accordance with this Contract. In consideration of the mutual agreements and covenants contained in this Contract, the parties agree to the following:

**1. CONTRACTED HOURS.** The Provider shall provide child care services and the Parent (s) shall pay for such services as follows:

Monday: \_\_\_\_\_ through \_\_\_\_\_

Tuesday: \_\_\_\_\_ through \_\_\_\_\_

Wednesday: \_\_\_\_\_ through \_\_\_\_\_

Thursday: \_\_\_\_\_ through \_\_\_\_\_

Friday: \_\_\_\_\_ through \_\_\_\_\_

This schedule shall be in effect unless terminated sooner by one of the parties in accordance with this Contract.

The Parent(s) shall pay child care fees based on the above schedule at the rates specified below. Child care fees will not be adjusted for late arrival, early pickup, or missed days, except as provided in this Contract.

**2. FEES FOR FULL-TIME CHILD CARE.** Child care fees for "Full-Time" prescheduled child care are \$500.00 per month. Full-Time child care is defined to be 20 or more hours per week. Child care fees are due and payable regardless of the child(ren)'s attendance.

**3. FEES FOR PART-TIME CHILD CARE.** Child care fees for "Part-Time" prescheduled child care are \$340.00 per month. Part-Time child care is defined to be less than 20 hours per week.

**4. FEES FOR UNSCHEDULED CHILD CARE.** Child care fees for any unscheduled hours are \$0.00 per week, or if less than 1 week, \$0.00 per day, or if less than 1 day, \$0.00 per hour.

**5. TIMING AND METHOD OF PAYMENT.** The Parent(s) shall pay child care fees on or before the 5th and 20th day of each month. Payments may be made by cash, check and money order. In addition, if fees are not paid in full and on time, the Parent(s) agrees to pay a \$10.00 per day late fee. If fees are not paid within 5 days, the child(ren) will not be allowed to attend the facility until payment is received in full.

The Parent(s) agrees to pay a \$25.00 fee for all checks returned unpaid. If a check is returned unpaid, all future payments by the Parent(s) shall be made in cash.

If any payment obligation under this Contract is not paid when due, the Parent(s) agrees to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

**6. OVERTIME FEES.** The Parent(s) agrees to pay overtime fees of \$5.00 per 15-minute interval if the child(ren) is not picked up by the scheduled time as noted above. This overtime fee shall be paid with the next scheduled payment.

**7. TRIAL PERIOD AND TERMINATION OF CHILD CARE.** The first 2 weeks of enrollment in My Child Care Academy is considered a "trial period." Child care may be terminated by either the Provider or the Parent(s) during this trial period without advance notice. After the trial period has passed, child care may be terminated by the Provider or the Parent(s) only by providing the other party with 2 weeks advance written notice. If the Parent (s) fails to provide 2 weeks advance written notice, the Parent(s) agrees to pay the regular scheduled fees for the 2 weeks or portion of such 2 weeks immediately after such notice during which the Provider had no notice of such termination.

My Child Care Academy retains the right to terminate this Contract without notice for the following reasons:

- The child(ren)'s behavior is destructive, uncontrollable, violent, or threatening to the other children or providers at the care facility. This determination is made in the sole discretion of the Provider.
  
- A Parent's behavior is threatening or abusive to the other children or providers at the care facility.
  
- Child care fees are 5 days or more delinquent.

All terminations of this type can be made effective immediately.

**8. AUTHORITY TO PICK UP CHILD.** The following person(s) has authority to pick up the child(ren):

Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_

The Parent(s) shall inform My Child Care Academy in advance if someone other than the Parent(s) or person(s) listed above will pick up the child(ren).

The following person(s) does not have authority to pick up the child(ren):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**9. EMERGENCY CONTACTS.** In case of an emergency, My Child Care Academy will first try to reach the Parent(s). If the Parent(s) cannot be reached, My Child Care Academy will then contact the following person(s) in the order listed below:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Primary Telephone Number: \_\_\_\_\_

Other Telephone Number: \_\_\_\_\_

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Primary Telephone Number: \_\_\_\_\_

Other Telephone Number: \_\_\_\_\_

**10. MEDICAL TREATMENT.** If the child(ren) becomes ill, My Child Care Academy will first try to reach the Parent(s). If the Parent(s) cannot be reached, My Child Care Academy may contact the child(ren)'s physician:

Name of Physician: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

My Child Care Academy is authorized to provide the physician or a representative of the physician with the following medical information:

Hospital Preference: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Name of Policy Holder: \_\_\_\_\_

In case of a medical emergency, My Child Care Academy shall obtain the necessary emergency medical care for the child(ren), including but not limited to transportation to an emergency room. The Parent(s) agrees to pay all costs and expenses incurred in connection with any medical care provided to the child(ren), including the cost of transportation.

**11. SICK CHILD POLICY.** If the child(ren) exhibits any of the symptoms listed below, the child(ren) shall not attend the child care facility until the symptoms are no longer exhibited or unless the Parent(s) has obtained a statement from the child's doctor stating that the child is not contagious. The final decision as to whether a child will be admitted to the child care facility will be made in the sole discretion of the Provider.

- a. Fever of 100.4 degrees F
- b. Persistent diarrhea
- c. Irregular breathing
- d. Unusual rashes
- e. Vomiting
- f. Yellowish color to the eyes or skin
- g. Discharge from eyes or ears
- h. Lice
- i. Communicable diseases

If the child(ren) exhibits any of these symptoms while present at the child care facility, the Parent(s) will be notified and shall immediately remove the child(ren). The child(ren) may be isolated from the other children at the child care facility until the Parent(s) arrives.

My Child Care Academy agrees to notify the Parent(s) of any contagious diseases about which the Provider has knowledge that the child(ren) may have been exposed to while at the child care facility.

The Parent(s) agrees to inform My Child Care Academy of any illness or problem of the child (ren) that might affect other children at the child care facility.

The Parent(s) agrees to provide a medical report describing the child(ren)'s personal medical history to My Child Care Academy prior to the child(ren)'s first day of care.

The Parent(s) shall be responsible to arrange for alternate care if the child(ren) is unable to attend as provided in this Contract. Child care fees will not be adjusted for the days a sick child does not attend the child care facility.

**12. ITEMS SUPPLIED BY PARENT(S).** The Parent(s) shall provide the following items to My Child Care Academy for the benefit of the child(ren) whenever reasonably requested by My Child Care Academy: diapers, wipes, formula, baby food, special diet foods, car seats, and a change of clothing.

**13. ITEMS SUPPLIED BY MY CHILD CARE ACADEMY.** My Child Care Academy shall provide breakfast, a mid-morning snack, lunch and a mid-afternoon snack as well as \_\_\_\_\_ All meals provided by My Child Care Academy are intended to comply with the United States Department of Agriculture's nutritional guidelines.

**14. SUBSTITUTE CHILD CARE.** If My Child Care Academy is temporarily unable to provide child care services due to reasons beyond its reasonable control, My Child Care Academy may, but has no obligation to, arrange for a substitute child care provider with qualifications similar to the Provider's. My Child Care Academy will use its best efforts to provide the Parent(s) 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.

**15. HOLIDAYS/VACATIONS.** My Child Care Academy will provide child care on the following federal holidays: Martin Luther King Day, Presidents Day, Columbus Day, and Veterans Day. but no others. The child care fees will be adjusted for these federal holidays during which My Child Care Academy's facility is closed. My Child Care Academy will not provide child care on the following days: the 24th of July, the day after Thanksgiving, Christmas Eve, and the day after Christmas. The child care fees will be reduced proportionately for the days during which My Child Care Academy's facility is closed.

My Child Care Academy's facility will be closed for 5 days with at least 4 weeks notice only in the event that a substitute cannot be found. each year for vacation. The child care fees will be reduced proportionately for the days during which the Provider is closed for vacation. The Parent(s) is responsible for arranging alternate child care during the Provider's vacation.

The Parent(s) is responsible for arranging for alternate child care for closings when the Provider is attending training classes and for emergency closings due to severe weather. The child care fees will be reduced proportionately for the days during which My Child Care Academy's facility is closed.

The Parent(s) shall provide My Child Care Academy with 1 week. advance written notice of expected family vacations. The child care fees will not be adjusted for the time period that a child does not attend because of a family vacation.

**16. MODIFICATION OF TERMS.** My Child Care Academy shall be entitled to change any of the terms in this Contract, including but not limited to fees, by providing the Parent(s) with 30 days. advance written notice of such changes.

**17. DAMAGE TO PROPERTY.** Children are expected to treat all property located at the facility with respect, including but not limited to toys and furniture. The Parent(s) agrees to pay for the accidental or willful destruction of any property located at the facility, whether owned by My Child Care Academy or any other person, at the replacement cost, if such destruction was, in the sole opinion of My Child Care Academy, caused by the child.

**18. DISCIPLINE.** My Child Care Academy reserves the right to discipline a child when necessary. Discipline consists of: positive reinforcement and redirection, setting clear limits that promote a child's ability to become self-disciplined. Time-outs. Use of gentle, passive restraint with a child only when it is needed to stop the child from injuring himself/herself, or others, or from destroying property.

**19. CONSTRUCTION.** Words and phrases in this Contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**20. SEVERABILITY.** If any provision of this Contract is found invalid, the parties agree to sever the invalid portion of the Contract while the remainder of the Contract remains valid and enforceable.

**21. BINDING EFFECT.** This Contract shall be binding on and shall inure to the benefit of the parties and to the executors, personal representatives, heirs, and successors of the parties.

**22. AMENDMENT, MODIFICATION, AND WAIVER.** Except for changes initiated by the Provider as permitted in this Contract, no amendment, modification, or waiver of any condition, provision, or term in this Contract shall be valid or of any effect unless made in writing, signed by the parties and specifying with particularity the extent and nature of such amendment, modification, or waiver.

**23. MERGER.** Prior agreements made by the parties are deemed to be merged into this Contract.

**24. ASSIGNMENT.** Neither party may assign its interest under this Contract except that the Provider may assign its interest to an entity controlled by My Child Care Academy.

**25. GOVERNING LAW.** This Contract shall be construed and enforced in accordance with the laws of Utah.

**This contract shall be signed by \_\_\_\_\_ on behalf of My Child Care Academy, and by \_\_\_\_\_ and \_\_\_\_\_, the Parent(s). By signing this Contract, the undersigned represents that the undersigned has understood and agreed to the terms and conditions of this Contract. Breach of this Contract in any way by the Parent(s) may result in immediate termination of child care services.**

My Child Care Academy

By: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name of Parent/Guardian)

\_\_\_\_\_  
(Name of Parent/Guardian)