

Date: mm/dd/yyyy

## CHILDCARE CONTRACT

This annual child daycare Contract is between:

Ana's Kids, LLC a Virginia Limited Liability Company (hereinafter "Ana's Kids") with its child daycare facility at 2201 South Fern St., Arlington, VA 22202;

or

A Plus Kids Fun and Creative Learning Center LLC, a Virginia Limited Liability Company ("hereinafter A+ Kids") with its child daycare facility at 925 N. Garfield St., STE D, Arlington, VA 22201;

(hereinafter collectively "Provider"), and

Parent(s) or Legal Guardian(s) (hereinafter "Parent") listed below:

Name: First Name, Last Name

Relationship: Relationship

Address: Street Address, APT #

City: City State: State Zip Code: Zip Code

Place of Employment: Employment

Home Telephone Number: Home Phone

Cell Telephone Number: Cell Phone

Name: First Name, Last Name

Relationship: Relationship

Address: Street Address, APT #

City: City State: State Zip Code: Zip Code

Place of Employment: Employment

Home Telephone Number: Home Phone

Cell Telephone Number: Cell Phone

For the sole purpose of providing childcare services for the child(ren) listed below:

Name: Child First Name, Last Name.

Date of Birth: mm/dd/yyyy

Sex: M – F

Name: Child First Name, Last Name.  
Date of Birth: mm/dd/yyyy  
Sex: M – F

Name: Child First Name, Last Name.  
Date of Birth: mm/dd/yyyy  
Sex: M – F

Name: Child First Name, Last Name.  
Date of Birth: mm/dd/yyyy  
Sex: M – F

The undersigned Parent(s) hereby gives the Provider permission to care for the above listed child(ren) in accordance with this Contract and the Provider’s daycare policies. In consideration of the mutual agreements and covenants contained in this Contract, the parties agree to the following:

**I. ENROLLMENT PERIOD**

- a) The enrollment period shall be for 12 consecutive months from the date of this contract unless an alternative enrollment period is specified in Section I (b). By signing this Contract, the Parent(s) hereby acknowledge and fully understands that the Provider has limited capacity and availability to provide childcare services and therefore this contract is reserving space(s) for the duration of the enrolment period.
- b) Alternative Enrolment Period:  NA  
Start: mm/dd/yyyy End: mm/dd/yyyy
- c) This Contract shall automatically renew for an additional 12-month enrollment period unless terminated by either party in accordance with the termination clause in Section IX.

**II. DAILY CHILDCARE SERVICES DURATION**

- a) The Provider shall provide childcare services for a period of up to nine (9) consecutive hours Monday through Friday, excluding holidays, vacations, sick days, and scheduled Provider closures as outlined in Sections V, VI, VII.
- b) Drop-Off Time: 00:00 format
- c) Pick-Up Time: 00:00 format not to exceed 9 hours duration
- d) By signing this Contract, the Parent(s) hereby acknowledge and fully understands that the Provider is required by law to maintain certain adult to child ratios and therefore Drop-Off and Pick-Up times shall not change unless agreed to in writing.
- e) The Parent agrees to notify the Provider before 7:30 a.m. if the child(ren) will be dropped off before or later than their scheduled time slot in II(b). Provider will attempt to make

accommodations; however, the Provider reserves the right to terminate the Contract for abuse of this section.

### III. FEES AND PAYMENT

- a) Enrollment Fee – A \$xxx.00 format enrollment fee is due at Contract signing.
- b) Reservation Security Deposit
  - i. A \$ xxxx.00 format reservation security deposit is required at Contract signing. By signing this Contract, the Parent(s) acknowledge and fully understand that the reservation security deposit is to reserve space for the child(ren) and shall not be used for any childcare services or costs.
  - ii. The reservation security deposit shall be returned (less any monies owed the Provider) upon acceptable termination of this Contract in accordance with Section IX.
  - iii. An early termination of this Contract not in accordance with Section IX, shall constitute a material breach, and the Parent(s) shall forfeit the reservation security deposit.
- c) Tuition Fees
  - i.  Monthly  Weekly
  - ii. Up to 24 months rate per child: xxxx.00 format
  - iii. 24 months to 3 years rate per child: xxxx.00 format
  - iv. 3 years and up rate per child: xxxx.00 format
  - v. Total Tuition Fee(s): xxxx.00 format
  - vi. All tuition fees are to be paid in advance. Monthly tuition fees are due the first of the month for which childcare services will be rendered. Weekly tuition fees are due the Friday preceding the week in which childcare services are to be rendered. The tuition fees are due and payable regardless of the child(ren)'s attendance.
  - vii. Tuition fees are not prorated, credited, or refunded for holidays, vacations, inclement weather or sick days in which the child(ren) do not attend.
  - viii. Changes in tuition fee payment choice of monthly or weekly must be pre-approved in writing by the Provider.
  - ix. The Provider shall have the sole right to suspend and/or terminate childcare services without notice in the event of unpaid tuition fees.
  - x. The Provider may modify the tuition fees with a thirty (30) day written notice.
- d) Arts and Crafts Materials Fees of \$ xxx.00 format shall be due on February 1<sup>st</sup> and September 1<sup>st</sup>.
- e) An Overtime Fee of \$12.00.- per minute shall be payable for all time the child(ren) are under the care of the Provider more than 9 hours a day. The overtime fee shall be billable and payable prior to the next payment period. The Provider reserves the right to suspend or terminate the Contract for failure to pay the overtime fee.
- f) A Late Pick-Up fee of \$12.00.- per minute shall be payable for all time the child(ren) are under the care of the Provider after 6:00 p.m. The late pick-up fee shall be billable and payable prior to the

next payment period. The Provider reserves the right to suspend or terminate the Contract for failure to pay the late pick-up fee.

g) **Non-Sufficient Fund Fees**

A non-sufficient funds (NSF) fee of \$ 35.00.- shall be charged and due upon receipt for all returned NSF checks. In the event the Parent(s) submit for payment two or more checks that are returned for NSF, all subsequent payments shall be in the form of certified check or money order.

**IV. REQUIRED DOCUMENTATION**

a) Signed registration forms (State and Center)

b) Commonwealth of Virginia School Entrance Health Form (signed by physician and a copy of immunization record(s) which shall be updated immediately upon the Child(ren) receiving immunizations.

c) Proof of Identity of Child(ren) such as passport or birth certificate(s).

d) Notarized Emergency Consent Form

e) Signed Child Care Contract

**V. HOURS OF OPERATION**

a) Normal hours of operation are Monday through Friday 7:00 a.m. to 6:00 p.m.

b) The childcare center will be closed on all Federal and State holidays to include the Friday after Thanksgiving.

c) The childcare center will close for one week during the summer months as well as one week during the winter holiday season. The Provider will provide the closure dates with at least a 30-day notice.

**VI. CLOSURES AND DELAYS CAUSED BY WEATHER AND OTHER FACTORS**

a) Both Centers will generally follow the Arlington County Public School Inclement Weather Policy to determine the Centers' hours of operation. (Example: If the Arlington County Public Schools ("schools") are closed then the Centers' shall generally be closed. If the schools are operating on a 2-hour delay the delay shall be added to the normal Center start time of 7:00 a.m. Parent(s) are responsible to contact the Centers to for final determination. If the teachers are delayed, the Parent(s) may also be required to remain with their child(ren) at the Center until the Center has the proper adult to child ratio.

- b) In the event the Center will be closed or opening delayed due to other unforeseen circumstances such as electrical outages, building maintenance, etc., the Provider will contact the Parent(s) as soon as reasonably practicable.

## **VII. ILLNESS and MEDICATION**

- a) The Parent(s) agree that the well-being of all the children under the care of the Provider and its staff is paramount. If the child(ren) exhibits any of the following: fever, infection, diarrhea, communicable disease, or any other type of illness or sickness that may be pass on to others, must not be brought to the childcare center. The Parent further agrees to notify the Provider by 8:00 a.m. if the child(ren) will not be in attendance due to illness.
- b) The Provider reserves the right to deny admittance to any child(ren) who appears to be ill.
- c) The Parent(s) agree to make arrangements to pick up the child(ren) immediately upon notification by the Provider that their child(ren) are showing signs of illness at the childcare center.
- d) The Parent(s) agree not to return the child(ren) until the child(ren) have been symptom free for at least 24 hours prior to returning to the childcare center.
- e) The Provider reserves the right to require a child(ren) to obtain written doctor's opinion on the safety of the child(ren) to return to the childcare center.
- f) Parent(s) shall provide the child(ren)'s primary care physician (PCP) contact information and authorize the Provider to contract the PCP for emergency medical care.
- g) Provider shall administer medication only upon written permission of both the Parent(s) and the child(ren)'s PCP.
- h) If the child(ren) become ill, the Provider shall first attempt to contact the designated Parent(s) listed as emergency contact(s). If the Parent(s) can not be reached the Provider is authorized to contact the child(ren)'s physician and provide the following insurance information:

Name of Primary Care Physician: First Name, Last Name

Address: Street Address, STE #

City: City

State: State

Zip Code: Zip code

Telephone: Office Number

Hospital Preference: Name of Hospital or NA if no preference

Insurance Company: Insurance Carrier

Primary Insurance Holder: Holder of Insurance

Policy Number: Policy Number and Group Number if applicable

**VIII. AUTHORIZED PERSONS**

- a) The Provider shall only release the child(ren) to the authorized person(s) listed below. All person(s) shall be required to show a government issued photo ID when requested by the Provider before the child(ren) may be released into their custody.
- b) Parent(s) shall provide written and signed approval for substitutions to the authorized person list. Written approval shall contain at a minimum the substituted authorized person’s name, address, and contact information, and the duration of the substituted authorization.

Authorized Person(s)

- 1. Name: First Name, Last Name  
Address: Address, APT #  
Telephone: Main #  
Cell: Cell #  
Email: email  
Emergency Contact:
  
- 2. Name: First Name, Last Name  
Address: Address, APT #  
Telephone: Main #  
Cell: Cell #  
Email: email  
Emergency Contact:
  
- 3. Name: First Name, Last Name  
Address: Address, APT #  
Telephone: Main #  
Cell: Cell #  
Email: email  
Emergency Contact:
  
- 4. Name: First Name, Last Name  
Address: Address, APT #  
Telephone: Main #  
Cell: Cell #  
Email: email  
Emergency Contact:

**IX. TERMINATION, SUSPENSION, AND WITHDRAWALS**

- a) The Provider may suspend or terminate this contract with a written 5 business day notice to cure for failure to make timely payment of any fees owed. Childcare services shall be suspended during the cure period. If the Parent(s) fail to properly cure the past due payment(s), the Provider shall

have the sole discretion to terminate the contract without further notice. The Parent(s) shall remain liable for all outstanding payments and in addition shall forfeit the reservation security deposit. Written notice shall be properly provided upon being sent via first class mail or electronic mail.

- b) The Provider may suspend or terminate this contract without notice if the Provider, in its sole discretion, determines the over-all safety or well-being of the other children in the Provider's care is or will be compromised by the continued presence of the child(ren).
- c) The Parent(s) may withdraw their child(ren) with 30-day written notice. The Parent(s) shall remain liable for payment of the tuition fees and any other relevant fees during the 30-day notice period. If the withdrawal of the child(ren) is conducted before the end of the enrollment period, the Parent(s) shall forfeit the reservation security deposit.

**X. NONSOLICITATION OF EMPLOYEES**

- a) For the Enrollment Period and one (1) year immediately thereafter, The Parent(s) shall not directly or indirectly solicit employees, contractors, or consultants of the Provider which would terminate, suspend, or otherwise withdraw the child(ren) from the childcare services of the Center. The Parent(s) hereby acknowledge that such solicitation would cause irreparable harm to the Provider and as such the Provider will be entitled to one (1) year of child(ren) tuition fees as liquidated damages.

**XI. AFTER HOURS EMPLOYMENT OF EMPLOYEES**

- a) Parent(s) acknowledge that any after Center hour employment of the Providers' employees, contractors, or consultants ("After-Hours Person") for services such as, but limited to; evening babysitting, weekend babysitting, or nanny services ("Unauthorized Services") is strictly between the Parent(s) and the employee, contractor, or consultant. The Parent(s) are responsible to conduct their own background check(s) and make their own determination on the After-Hours Person's fitness.
- b) The Parent(s) shall indemnify and hold harmless the Provider and its owners, members, shareholders, directors, officers, managers, employees, agents, and all affiliates from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgements, costs and expenses (including without limitation attorneys fees and costs) which arise out of, relate to or result from any act or omission of the After Hours Person.

**XII. DAMAGES**

Child(ren) are expected to treat all property located at the facility with respect, including but not limited to toys and furniture. The Parent(s) agree to pay for the accidental or willful destruction of any property located at the facility, whether owned by the Provider or any other person, at the replacement cost, if such destruction was, in the sole opinion of the Provider.

**XIII. PERSONAL TOYS**

The Provider provides a vast array of toys for the children to play with at the Center. Parent(s) and their Child(ren) are prohibited from bringing personal toys to the Center. A special pillow, blanket, or stuffed animal may be brought for nap times. These items will be kept in the cubbies or diaper bags until nap time.

**XIV. POTTY TRAINING**

- a) It is the Parent(s) responsibility to potty-train their Child(ren). The Provider will work in conjunction with the Parent(s) to help facilitate potty-training of their Child(ren). If the Parent(s) is utilizing a “non-treat” method that is working in the home environment, the Provider will attempt to emulate the same method at the Center.
- b) Parent(s) are required to let the Provider know if they have discontinued potty-training efforts at home.
- c) The Provider may suspend potty-training if the Child(ren) begin to demonstrate a lack of interest and shall notify the Parent(s). Attempts will be made at a future time to reinstitute potty-training.

**XV. PARENT(S) PROVIDED SUPPLIES AND FOOD**

Parent(s) are responsible for: Diapers, Wipes, Bottles, Formula, Special Dietary Food, and Change of Clothing.

**XVI. PROVIDER PROVIDED SUPPLIES AND FOOD**

Provider is responsible for toys, and the following meals: Breakfast, Lunch, and Afternoon Snack.

**XVII. EMERGENCY BACKPACK SUPPLIES**

To be prepared for an emergency, each Child shall have a backpack to be retained at the Center. The backpack supplies shall be refreshed at a minimum of every (six) 6 months. The following supplies are required:

- a) Water bottle
- b) Non-perishable food (high protein items, including cereal bars, ready to eat soup, etc.)
- c) Flashlight (small)
- d) Complete set of clean clothing
- e) Emergency Card in Ziploc bag
- f) Bottle of formula (infants)
- g) Diapers and pacifier (if required)



**XVIII. CONSTRUCTION**

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

**XIX. 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.

**XX. 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 have any effect unless made in writing, signed by the parties and specifying with particularity the extent and nature of such amendment, modification, or waiver.

**XXI. MERGER**

Prior agreements made by the parties are deemed to be merged into this Contract, and this terms and conditions in this Contract shall take precedent.

**XXII. ASSIGNMENT**

Neither party may assign its interest under this Contract without prior written approval, which shall not be unreasonably withheld.

**XXIII. GOVERNING LAW**

This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The parties to the Contract hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense on lack of jurisdiction or venue or based on forum non conveniens. The Provider shall be entitled to recover from the Parent(s) its reasonable attorney's fees and costs. In the event that any provision of this Contract or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any Contract. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Contract by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Contract and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

*The terms and conditions of this Contract are subject to automatic renewal unless notified in writing within at least thirty (30) days from the date of end of the enrollment period of the party's intention not to renew.*

\_\_\_\_\_  
Provider Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date

**Both parents/guardians are required to sign the Contract if they both have legal custody of the Child(ren), regardless of any shared time arrangements.**