

The Names of the Parties to the Contract

This contract is between _____, hereinafter “client,” and _____, hereinafter “provider,” for child care services provided for the child (ren) listed below.

Child Care Provider

Name of provider: _____

Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-mail: _____ Pager: _____

Client

Name of first parent/guardian: _____

Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-mail: _____ Pager: _____

Employer’s name/address: _____

Name of second parent/guardian: _____

Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-mail: _____ Pager: _____

Employer’s name/address: _____

Child (ren) Covered by This Contract

1. Name of child: _____ Date of birth: _____

2. Name of child: _____ Date of birth: _____

3. Name of child: _____ Date of birth: _____

4. Name of child: _____ Date of birth: _____

Hours of Operation

1. First Day of Care

- The first day of care will be _____. (*Insert day of the week and date*)

- Child care will begin on _____.

2. Regular Hours of Care

- The hours of care will be from _____ [AM / PM] to _____ [AM / PM], Monday through Friday. Late drop-offs do not allow for late pickups.
- The child care program is open year-round, except for the holidays and vacations listed in my policy handbook.
- The client may bring the child to the program on the following days:

- The child care hours for the child covered by this contract will be:

- Your child will have morning hours from _____ to _____.
- Your child will have afternoon hours from _____ to _____.
- The provider will provide care on Saturday from _____ [AM / PM] to _____ [AM / PM].
- The provider will provide care on Sunday from _____ [AM / PM] to _____ [AM / PM].
- The drop-off time for your child is _____ [AM / PM]. I will not accept your child before this time unless you have made prior arrangements with me.
- The pickup time for your child is _____ [AM / PM].

3. Other Business Hours

- The child care program is open _____ through _____ (*insert days of the week*) from _____ [AM / PM] to _____ [AM / PM].
- The child care program is open during the following months:

- The provider is open 24 hours on the following days: _____
- The provider may provide overnight care in the following circumstances:
 - parent's travel for business
 - parent's work schedule
 - a birth or death in the client's family
 - parents' night out

Terms of Payment

A. Child Care Rates and Fees

1. Regular Rate

- The fee will be \$ _____ per month.
- The fee will be \$ _____ every two weeks.
- The regular rate will be \$ _____ per week.

- The child care fee will be \$ _____ per day.
- The tuition will be \$ _____ per hour.
- If the client is receiving subsidy payments from a government agency, the client is responsible for paying the full amount of the fees under this contract if the government agency does not pay the provider for any reason. The co-pay will be \$ _____ per week.

2. Drop-in Rate

- The provider does not provide drop-in care.
- The provider offers drop-in care on a day-to-day basis for clients who are not enrolled on a regular basis.
- The fee for drop-in care is \$ _____ per [day / hour].
- The fee for drop-in care is due at the [end / start] of each day of care.
- The client is responsible for paying the full amount for the hours of drop-in care requested even if the client does not bring the child for the entire time, unless the client cancels the arrangement by 6 PM on the evening before the care is provided.
- The client [will / will not] be responsible for paying the normal rate during summer vacation, school vacations, school snow days, school bad-weather closings, and school early dismissal days.

3. Family Discounts

- There is no discount for two or more children from the same family.
- There is a discount for two or more children from the same family.
- The discounted rate for two children is \$ _____ per [month / week / day / hour].
- The discounted rate for three children is \$ _____ per [month / week / day / hour].

4. Rate Increases

- The weekly rate will go up \$ _____ each year on the anniversary of the signing of this contract.
- The weekly rate will go up \$ _____ each year on January 1, starting on January 1, 20__.
- The child care rate will go up _____ % (rounded to the nearest half dollar) annually on the anniversary of the signing of this contract.
- The child care rate will go up each year on _____. (*insert month and day*)
- The provider will raise her child care rates from time to time.
- The provider will increase the child care rates with _____ [days' / weeks'] notice.

5. Advance Payment

- The client will pay for child care one week in advance. Fees are due on _____ each week for the next week of care.

(If clients are paying extra over time to accumulate the advance payment, see the Advance Payment Agreement for One Week of Care in **Forms**. The agreement to pay the last two weeks in advance is provided in the Termination contract worksheet, but you can put that statement in this part of your contract, if you prefer.)

6. Payment Due Date

- Child care fees are due at pickup time on Friday for the next week.
- Child care fees are due at drop-off time on Monday for the next week.
- Fees are due on _____ (*insert day of the week*) at _____ [AM / PM].
- Fees are due on _____ each [week / month] at _____ [AM / PM].
- The client agrees to participate in an automatic payment plan. The client will ask her bank to automatically deposit \$ _____ into the provider's bank account every _____ (*insert day*) to pay for the next week of care. If the client chooses to discontinue this service, she must notify the provider in writing one week in advance.

(See the Automatic Withdrawal Agreement in **Forms**.)

7. Late Payment Fees

- If the child care fee is not paid when due, a late payment fee of \$ _____ per day will be added to the past due amount until it is paid.
- If the client does not make payment when due, the provider will cease to offer child care until full payment is made, including late payment fees.
- The fee for an insufficient funds check will be \$ _____, plus the amount of any bank charges to the provider's account.

(Also see the Past Due Payment Agreement in **Forms**.)

8. Early Drop-off and Late Pickup Fees

- The client will pay an additional fee of \$ _____ per minute if the child is dropped off earlier or picked up later than the time stipulated in this contract.
- The client will pay \$ _____ per minute when a child is picked up later than the time stipulated in this contract.
- The client will pay [\$.50 / \$1.00] per minute when the child is dropped off earlier than scheduled or picked up later than scheduled.
- All fees for early drop-off and late pickup are due at the end of that day of care.
- The provider will use the clock in the _____ room to determine if any early drop-off or late pickup fees apply and, if so, how much.
- The provider is willing to provide evening care after the day program ends at _____ PM. The evening rate is \$ _____ per [minute / half hour / hour].
- The provider is willing to provide care after the client's regular pickup time of _____ PM. After that time the child care rate will be \$ _____ per [minute / half hour / hour].
- If the client fails to pick up the child by _____ PM, the provider may choose to have another caregiver take the child. The client must provide the name of this backup caregiver when signing the contract.
- If the client fails to pick up the child by _____ PM, the provider will terminate the child care agreement.
- If the client's child care needs change while this contract is in effect, the client will pay an hourly rate of \$ _____ for child care hours over those specified in this contract.

9. Allowance/Grace Period

- There will be no fee for late pickup for the first [5 / 10 / 15 / 30] minutes after the scheduled pickup time.
- The client will be allowed to pick up the child later than the scheduled time _____ times per year. After that, there will be a fee of \$ _____ per minute when the child is picked up late.
- The client will be allowed to drop off early or pick up late _____ times per calendar year without charge. After that, there will be a fee of \$ _____ per minute for all early drop-offs and late pickups.
- The client will be allowed to drop off early or pick up late _____ times per calendar year without charge. If there are any more early drop-offs or late pickups after that, the provider will terminate this child care agreement.

10. Advance Notice

- If the client notifies the provider of an early drop-off the night before, there will be no early drop-off fee. However, I may start charging for early drop-off if you overuse this privilege.
- If the client notifies the provider of a late pickup at least one hour before the scheduled pickup time, there will be no late pickup fee. However, I may start charging for late pickup if you overuse this privilege.
- If the client requests an early drop-off the night before and the provider agrees to take the child at the earlier time, there will be no early drop-off fee.
- If the client notifies the provider of a late pickup at least one hour before the scheduled pickup time, there will be no late pickup fee.
- If the client notifies the provider of an early drop-off the night before, there will be no early drop-off fee.

B. Holidays, Vacations, and Absences

1. Holidays

- The child care program will be closed on the following days each year: *(keep the holidays for your program on this list, delete all the other holidays, and add any other holidays that you wish to observe)*
 - New Year's Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - Presidents' Day (third Monday in February)
 - Memorial Day (last Monday in May)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Columbus Day (second Monday in October)
 - Veterans Day (November 10)
 - Thanksgiving Day (fourth Thursday in November)
 - the day after Thanksgiving
 - Christmas Eve Day (December 24)
 - a half-day on Christmas Eve Day (December 24)
 - Christmas Day (December 25)
 - a second day at Christmas, usually the day before or after Christmas Day
 - New Year's Eve Day (December 31)
 - a half-day on New Year's Eve Day (December 31)
 - Good Friday
 - Passover
 - Cinco de Mayo
 - Ramadan
 - Devali
 - Hanukkah
 - Kwanzaa
 - Eid-al-Fitr
 - the provider's birthday (*list day*)
 - the provider's wedding anniversary (*list day*)
- If a holiday falls on a Saturday, the child care program will be closed the day before (Friday).
- If a holiday falls on a Sunday, the child care program will be closed the next day (Monday).
- The client must pay for all paid holidays listed above, regardless of any other term in this contract.
- Clients [do / do not] have to pay the normal rate for holidays when the program is closed.
- Clients must pay the regular rate for all paid holidays that they receive at their place of employment.

- Clients do not have to pay for holidays until after they have been enrolled in the child care program for _____ months.

2. Provider Sick/Personal Days

- The child care program will also close for up to _____ [paid / unpaid] days each calendar year for training, conferences, vacations, and the provider's sick/personal days.
- The provider has _____ (*insert number*) paid [sick / personal] days per calendar year. If the provider takes more than this number of [sick / personal] days in a calendar year, they will be unpaid days.
- The client [will / will not] pay for the [sick / personal] days taken by the provider.
- The client will pay half the regular rate for the [sick / personal] days taken by the provider.
- The client will pay the full rate for the [sick / personal] days taken by the provider.
- The provider will try to provide a substitute for her [sick / personal] days.
- The client is responsible for arranging backup care for the provider's [sick / personal] days.
- The provider may take up to _____ days each calendar year as [paid / unpaid] professional development days.
- The client [will / will not] pay for days that the child care program is closed due to a death in the provider's family.
- The provider may take _____ [paid / unpaid] days of funeral leave in the case of the death of a spouse, parent, or child.

3. Provider Maternity Leave

- The provider may take _____ weeks [maternity / paternity] leave for the birth of a new baby.
- The provider will not be available for child care while on [maternity / paternity] leave; there will be no fee to clients during that time.
- The provider will not be available for child care while on [maternity / paternity] leave; clients will pay [the regular rate / half the regular rate] during that time.
- The provider will not be available for child care while on [maternity / paternity] leave; clients will pay a flat fee of _____ per [week / month] during that time.
- The provider will not be available for child care while on [maternity / paternity] leave; clients will pay _____% of the regular rate during that time.
- If the provider chooses not to reopen the child care program after the [maternity / paternity] leave, [she / he] will refund the [maternity / paternity] fees that the client paid during that leave.

4. Provider Vacations

- The provider will take _____ paid personal days each calendar year for vacation, sick days, training, and any other reason.
- The provider will take _____ [days / week(s)] of vacation per calendar year.
- The provider may take her vacation days consecutively or not.
- The client will pay the regular fee for the provider's vacation days.
- The client will not pay when the provider is on vacation.

- The client will pay half the contracted fee for the provider's vacation days.
- A substitute caregiver will be in the child care home during the provider's vacation and the regular rate will be charged.
- The provider's program will be closed for _____ [days / week(s)] of vacation per year.
- The provider will give the client _____ [days / week(s)] written notice of her vacation days.
- Instead of paying for the provider's vacation days, the client has the option of paying [2% / 4%] above the regular rate throughout the year. If the client chooses this option, the client will not be charged for the provider's vacation.

5. Client Vacations

- The client may take up to _____ unpaid vacation days from the program.
- The client may take up to _____ vacation days from the program and will pay [the regular daily rate / half the regular daily rate] for those days.
- The client may take up to _____ vacation days from the program and will pay \$ _____ per day.
- The client's vacation days must be taken in blocks of time, such as one week, Monday–Friday. Any vacation days that are taken one day at a time must be paid at the regular rate.
- The client's vacation days may be taken either in blocks of time or one day at a time.
- The client's vacation days must be taken in increments of one full day.
- The client may not carry over vacation time from one child care year to another.
- The client may not take as vacation days any holidays or other days that are listed as paid under the terms of this contract.
- Clients must give the provider [two / four / six] weeks' notice of the dates of their vacation.

6. Child Sick Days and Absences

- The client must notify the provider in advance (before the scheduled starting time) whenever a child won't be coming to care due to illness or any other reason. If the client doesn't provide that advance notice, the client will pay for the missed day(s) of care, regardless of any other terms in this contract.
- Failure to comply with the program's illness policies may result in the termination of this contract.
- The client must pay for all days when the child is sick and not in child care.
- The usual weekly rate will be charged even if the child misses care for one or two days per week due to illness. For more than two days of illness per week, the fee will be reduced by \$_____ for each day missed.
- The client does not have to pay for _____ days per year when the child cannot come to care because of illness.
- Infants are allowed _____ unpaid sick days per year; older children are allowed _____ unpaid sick days per year.
- Unpaid sick days apply [to each child separately / to the family as a whole].
- The client must pay for all short-term illnesses when the child is sick and not in child care. The payment for a long-term illness may be negotiated with the provider.

- If a child is sick for longer than two weeks, the client will pay a holding fee of \$ _____.
- If the client is paid for the days that s/he stays home to care for a sick child, the client must pay the regular rate for those days.
- No payment is required for days when a child is ill and contagious to other children.
- No fees will be charged if the provider's children are ill and the child care program is closed.

C. Holding Fees

- The provider agrees to hold a space in her program until _____ (*insert date*) for the client's child. In return, the client agrees to pay the provider \$ ____ per week during the holding period. Payment is due _____ (weekly, bi-weekly, monthly). If the client decides not to enroll the child before the end of the holding period, the holding fee will not be refundable. The holding fee cannot be applied to care once the child is enrolled.
- The provider agrees to hold a space in the child care program until _____ (*insert date*) for the client's child. In return, the client agrees to pay the provider her regular fee during the holding period. Payment is due _____ [weekly / bi-weekly / monthly] on _____. (*insert day of the week or month*)
- The provider agrees to hold a space in the child care program until _____ (*insert date*) for the client's child. In return, the client agrees to pay the provider \$ ____ per [day / week / month] during the holding period. Payment is due ____ [weekly / bi-weekly / monthly] on _____. (*insert day of the week or month*)
- The provider agrees to hold a space in the child care program until _____ (*insert date*) for the client's child. In return, the client agrees to pay the provider half of the regular child care fee during the holding period. Payment is due ____ [weekly / bi-weekly / monthly] on _____. (*insert day of the week or month*)
- If the client decides not to enroll the child in the program before the end of the holding period, the holding fee is not refundable.
- The holding fee paid may not be applied to child care fees once the child is in the program.
- The client wishes to enroll her child with the provider starting on _____ (*insert date*). However, the client chooses not to pay a holding fee, and the provider does not agree to hold a space for the child. If before the above date the client wishes to hold a spot for the child, the client can request this of the provider. If at that time the provider agrees to hold the spot until the above date, the client will pay the provider \$ _____.
- The client must contact the provider two weeks before the end of the holding period to confirm that the child will begin child care as scheduled. If the provider does not receive this confirmation and is unable to reach the client within 48 hours, the provider will assume that the client has changed his/her mind and will not be enrolling the child.
- If the provider is able to fill the child care spot on a temporary basis during the holding period, the provider will reduce the holding fee by the amount paid for the temporary child care.
- If the client already has a child in the provider's care, the client will not be charged a holding fee to hold a space for a new baby. However, the client must make this request in writing.
- If a client is laid off from work, loses a job, or becomes seriously ill and decides to temporarily remove the child from care, the provider will charge \$ _____ to hold the child's space for _____ weeks. At that point, the agreement will be renegotiated.
- If a client is laid off from work, loses a job, or becomes seriously ill and decides to temporarily remove the child from care, the provider will not charge the client to hold the child's space for _____ weeks. At that point, the agreement will be renegotiated.

D. Other Fees

1. Registration, Licensing, and Insurance Fees

- The client will pay a registration/re-enrollment fee of \$ _____ for processing the paperwork required for enrollment and re-enrollment.
- The client will pay a registration fee of \$ _____ upon signing the contract.
- The client will pay a registration fee of \$ _____ with the first scheduled payment.
- The client will pay a registration fee of \$ _____ on the first day of the child's enrollment.
- The client will pay an annual re-enrollment fee of \$ _____ on the anniversary of the signing of this contract.
- The client will pay \$ _____ each year toward the cost of the provider's child care license/inspection fee.
- The client will pay \$ _____ each year toward the cost of the provider's liability insurance.
- The client will pay \$ _____ twice a year when the provider's business liability insurance premium is due.

2. Field Trip Fees

- The provider will offer approximately _____ field trips per month. The cost of these field trips is included in the child care payment fee.
- There will be an extra fee for field trips. The provider will notify the client of the fee for each trip at least one week in advance.
- There will be a fee of \$ _____ for each field trip.
- The client will pay any out-of-pocket costs involved with field trips, such as zoo entrance fees, community recreation center fees, and event fees.

3. Fees for Extra Services and Food

- The client will pay \$ _____ for curriculum fees.
- The client will pay a \$ _____ food fee per [day / week / meal].
- The client will pay a \$ _____ toilet-training fee.
- The client will pay a fee of \$ _____ per [day / week / month] for [diaper service / baby food / baby formula / disposable diapers].
- The client will be responsible for bringing diapers, baby food, and formula to the child care program.
- The client will pay the fees for swimming lessons, ballet lessons, and other special programs. The provider will notify the client of these fees at least one week before the event. Payment will be due on the next regularly scheduled payment day.

4. Charges for Damage by the Child

- If the client's child breaks or damages the provider's property, the client will pay to have the item replaced or repaired, at the provider's discretion.
- If the client's child intentionally or deliberately damages or misuses an item, the client will be

responsible for the cost of the damage as determined by the provider.

- If the client's child breaks or damages an item, the client will purchase an equivalent new item to replace it.
- If the client's child breaks or damages the provider's property, the client will be responsible for up to \$100 of the cost of replacing or repairing the item.

Termination Procedure

Trial Period

- Child care will begin on _____ (*insert date*). The client will pay \$_____ per [day / week / month]. The first two weeks in the child care program will be an adjustment or trial period. During this time, either the client or the provider may cancel the contract immediately, without written notice. If the contract is cancelled during this two-week trial period, the client will pay a prorated fee. Payment is due for each day unless the contract is cancelled before the day begins.

(You can include the above language in your contract or use a separate Trial Period Agreement in the **Forms** section.)

- The first [one / two] week(s) of child care will be an adjustment or trial period. During this time, either the client or the provider may end the contract immediately, without written notice.
- Child care will begin on _____. The client will pay \$_____ per [week / day]. The first two weeks in child care will be an adjustment or trial period. During this time, either the client or the provider may end the contract immediately, without written notice. The client will only pay for those days that she received child care.

Advance Payment for Last Two Weeks of Care

- The client will pay \$_____ at the time of signing the contract; this deposit will pay for the client's last two weeks of care, even if the provider's rates are raised later.
- The client will pay for the last two weeks of child care at the time this contract is signed.
- The client must pay \$ _____ at the time of signing the contract; this deposit will cover the client's last two weeks of care, even if the provider's rates are higher at that time.
- Clients who receive a government subsidy for child care and also make a co-payment are required to pay two weeks of co-payments in advance for the last two weeks of child care. If the subsidy program does not pay its share for the last two weeks of care, the client is also responsible for paying the remaining amount. The co-pay is \$ _____.

(If clients are paying extra over time to accumulate this advance deposit, see the Advance Payment Agreement for Last Two Weeks of Care in **Forms**.)

Termination after the Trial Period

- The client must give a two-week written notice to end this contract. Payment is due for the

notice period whether or not the child is brought to the provider for care during that time.

- The client must give a [one / two / three]-week written notice to end this contract. Payment is due for this notice period even if the client removes the child from the provider’s care before the end of the notice period.
- The provider may terminate this contract at will.
- After the [one / two / three]-week trial period has been completed, the client must give a [one / two / three]-week written notice to terminate this contract.
- The client must pay the full child care fee for the notice period even if the client removes the child from the provider’s care before the notice period ends.
- The client must pay for the two-week notice period, regardless of any other term in this contract.
- The client must pay for the last two weeks of care, regardless of any other term in this contract.
- After the trial period, the provider will give the client _____ week(s) written notice if she wishes to terminate the contract.
- The provider reserves the right to immediately terminate this contract without notice if the client does not make each payment in full when due.

(Also see the Termination Notice and the Termination Payment Plan Agreement in **Forms**.)

The Signatures of the Parties to the Contract

- By signing this contract, clients indicate that they have read the provider’s policies and agree to follow them. The provider reserves the right to make changes to her policies without notice.
- By signing this contract, clients indicate that they have read the provider’s policies and agree to follow them. The provider reserves the right to make changes to her policies and will give the client a copy of the revised policies _____ week(s) before they go into effect.
- By signing this contract, clients indicate that they have read the provider’s policies and agree to follow them. They further agree to follow any changes or additions that the provider makes to her policies in the future.
- The person signing this contract is responsible for paying all fees due under this contract, even if the parents are divorced and have joint custody of the child.

A failure to enforce one or more terms of this contract does not waive the provider’s right to enforce any other terms of this contract.

Parent or legal guardian’s signature

Date of signature

Parent or legal guardian's signature

Date of signature

Co-signer's signature

Date of signature

A co-signer is required if the client is under the age of 18. The co-signer guarantees the contract and agrees to be responsible for all its financial terms if the client fails to pay the provider.

Provider's signature

Date of signature

(Use the second provider signature line provided below if you have a business partnership with another provider; if you don't, delete it.)

Provider's signature

Date of signature