



CONTRACT FOR SERVICES

DAY CARE CONTRACT

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

"Provider":

Fischer Family Daycare, Mt Shasta, California 96067 Telephone: 707 775-5058

and

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

Name: _____

Relationship: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Place of Employment: _____

Primary Telephone Number: _____ Mobile Phone: _____

Name: _____

Relationship: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Place of Employment: _____

Primary Telephone Number: _____ Mobile Phone: _____

To provide child care for:

Child's Name: _____

Nickname: _____

Date of Birth: _____

Sex: _____

Child's Name: _____

Nickname: _____

Date of Birth: _____

Sex: _____

Next page please



CONTRACT FOR SERVICES CONTINUED

The undersigned Parent(s) hereby gives Fischer Family Daycare 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: 7:30 a.m. through 5:30 p.m.

Tuesday: 7:30 a.m. through 5:30 p.m.

Wednesday: 7:30 a.m. through 5:30 p.m.

Thursday: 7:30 a.m. through 5:30 p.m.

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 \$50.00 per day. Full-Time child care is defined to be 24 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 \$6.00 per hour. Part-Time child care is defined to be less than 24 hours per week.

4. **FEES FOR UNSCHEDULED CHILD CARE.** Child care fees for any unscheduled hours are \$280.00 per week, or if less than 1 week, \$70.00 per day, or if less than 1 day, \$7.00 per hour.

5. **TIMING AND METHOD OF PAYMENT.** The Parent(s) shall pay child care fees on or before the 1 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 \$5.00 per day late fee. If fees are not paid within 30 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 \$10.00 fee for all checks returned unpaid.

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 \$1.00 per minute if the child(ren) is not picked up by the scheduled time as noted above. If the child(ren) is not picked up within 5 minutes after the scheduled time, the per minute overtime fee will start accruing from the scheduled time. This overtime fee shall be paid the following day.



CONTRACT FOR SERVICES CONTINUED

7. TRIAL PERIOD AND TERMINATION OF CHILD CARE. The first two weeks of enrollment in Fischer Family Daycare 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 30 Days advance written notice. If the Parent(s) fails to provide 30 Days advance written notice, the Parent (s) agrees to pay the regular scheduled fees for the 30 Days or portion of such 30 Days immediately after such notice during which the Provider had no notice of such termination.

Fischer Family Daycare 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 30 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 Fischer Family Daycare 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: _____

EMERGENCY CONTACTS. In case of an emergency, Fischer Family Daycare will first try to reach the Parent(s). If the Parent(s) cannot be reached, Fischer Family Daycare 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: _____ Mobile Phone: _____



CONTRACT FOR SERVICES CONTINUED

Name: _____
 Relationship: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Place of Employment: _____
 Primary Telephone Number: _____ Mobile Phone: _____

MEDICAL TREATMENT. If the child(ren) becomes ill, Fischer Family Daycare will first try to reach the Parent(s). If the Parent(s) cannot be reached, Fischer Family Daycare may contact the child (ren)'s physician:

Name of Physician: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Place of Employment: _____
 Primary Telephone Number: _____ Mobile Phone: _____

Fischer Family Daycare 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, Fischer Family Daycare 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.

- | | | |
|-------------------------------|--|------------------------------|
| <i>Fever of 100 degrees F</i> | <i>Vomiting</i> | <i>Lice</i> |
| <i>Persistent diarrhea</i> | <i>Yellowish color to the eyes or skin</i> | <i>Communicable diseases</i> |
| <i>Unusual rashes</i> | <i>Discharge from eyes or ears</i> | |

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.



CONTRACT FOR SERVICES CONTINUED

Fischer Family Daycare 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 Fischer Family Daycare 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 Fischer Family Daycare 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 Fischer Family Daycare for the benefit of the child(ren) whenever reasonably requested by Fischer Family Daycare: Diapers, Wipes, Lunches, Blankets, Fitted Crib Sheet

In addition, Fischer Family Daycare may request that the Parent(s) supply a specific item for the benefit of the child(ren) from time to time.

13. ITEMS SUPPLIED BY FISCHER FAMILY DAYCARE. Fischer Family Daycare shall provide a mid-morning snack and a mid-afternoon snack as well as Toys, Books, Games, Hand-Washing Supplies, Art Supplies, Playground Toys All meals provided by Fischer Family Daycare are intended to comply with the United States Department of Agriculture's nutritional guidelines.

14. HOLIDAYS, VACATIONS. Fischer Family Daycare will provide child care on the following federal holidays: All except Christmas, New Year's Day and Thanksgiving but no others. The child care fees will not be adjusted for these federal holidays during which Fischer Family Daycare's facility is closed. Fischer Family Daycare will not provide child care on the following days: The day after Thanksgiving; New Year's Eve The child care fees will not be adjusted for these days during which Fischer Family Daycare is closed.

Fischer Family Daycare's facility will be closed for December 15th - Jan 1st each year for vacation. The child care fees will not be adjusted 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 Fischer Family Daycare's facility is closed.

The Parent(s) shall provide Fischer Family Daycare with 2 weeks 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. If timely notice is provided, the child care fees will be reduced by 50 percent for the period of time that the child(ren) is on vacation with his/her family.

15. MODIFICATION OF TERMS. Fischer Family Daycare 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.



CONTRACT FOR SERVICES CONTINUED

16. 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 Fischer Family Daycare or any other person, at the replacement cost, if such destruction was, in the sole opinion of Fischer Family Daycare, caused by the child.

17. DISCIPLINE. Fischer Family Daycare reserves the right to discipline a child when necessary. Discipline consists of: re-directing a child's attention; time-outs for 30 seconds to one minute

18. 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.

19. 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.

20. 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.

21. 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.

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

23. ASSIGNMENT. Neither party may assign its interest under this Contract except that the Provider may assign its interest to an entity controlled by Fischer Family Daycare.

24. GOVERNING LAW. This Contract shall be construed and enforced in accordance with the laws of California.

This contract shall be signed by Kirsten Fischer on behalf of Fischer Family Daycare, and by 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.

Fischer Family Daycare
By: Kirsten Fischer _____ Date _____

By: _____ Date _____

By: _____ Date _____