

The Names of the Parties to the Contract

This contract is between _____, hereinafter “client,” and Chugga Choo Crew, LLC., hereinafter “provider,” for childcare services provided for the child(ren) listed below.

Child Care Provider

Name of provider: Chugga Choo Crew, LLC.

Address: 33045 W. 89th Street, De Soto, KS 66018

Home Phone: (913) 586-5320 Cell Phone: (913) 242-4982

E-mail: Chuggachoocrew@gmail.com

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*)
- Childcare will begin on _____.

2. Regular Hours of Care

- The hours of care will be from 7:30 AM to 5:45 PM, Monday through Friday.
- The childcare 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 childcare hours for the child covered by this contract will be:

Terms of Payment

A. Childcare Rates and Fees

1. Regular Rate

- The fee will be \$576.00 per month if paid in advance (Price reflects 10% discount).
- The regular rate will be \$160.00 per week.
- The child care fee will be \$35.00 per day.

2. Drop-in Rate

- 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 \$35.00 per day.
- The fee for drop-in care is due in advance.
- 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 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.

4. Rate Increases

- The provider will raise her childcare rates from time to time.
- The provider will increase the childcare rates with one month advance notice.

5. Advance Payment

- The client will pay for childcare one week in advance. Fees are due on Saturday each week for the next week of care by midnight.

6. Late Payment Fees

- If the childcare fee is not paid when due, a late payment fee of \$10.00 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.

7. Early Drop-off and Late Pickup Fees

- The client will pay an additional fee of \$1.00 per minute if the child is dropped off earlier or picked up later than the time stipulated in this contract.
- 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 on her cell phone to determine if any early drop-off or late pickup fees apply and, if so, how much.

8. Allowance/Grace Period

- There will be no fee for late pickup for the first 10 minutes after the scheduled pickup time.
- The provider will terminate this childcare agreement if early or late pickups happen too frequently, at the provider's discretion.

9. 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:
 - 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)
 - Christmas Day (December 25)
- The client must pay for all paid holidays listed above, regardless of any other term in this contract, if they fall during the regular Monday through Friday days of care.

2. Provider Sick/Personal Days

- The provider has 0 paid sick / personal days per calendar year. If I must take a sick day or if a personal day/days become necessary due to a death in the family or my own child's illness, and I cannot provide a qualified substitute, the client is responsible to arrange for backup care. I will return any prepaid payments on a prorated basis or apply those payments towards future childcare.

3. Provider Vacations

- The provider will take 0 paid personal days each calendar year for vacation, sick days, training, and any other reason.
- If the provider does take a vacation, a substitute caregiver will be in the childcare home during the provider's vacation and the regular rate will be charged.

4. Client Vacations

- The client may take up to 5 unpaid vacation days from the program per year.
- The client may take up as many paid vacation days from the program as desired and will pay the regular daily rate for those days.
- The client's unpaid 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 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 weeks notice of the dates of their unpaid vacation.

5. Child Sick Days and Absences

- 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.
- 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.
- No fees will be charged if the provider's children are ill and the child care program is closed.

C. Additional Fees

1. Registration, Licensing, Supplies and Insurance Fees

- The client will pay an enrollment fee of \$30.00.

2. 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 childcare 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 care is provided unless the contract is cancelled before the day begins.

Advance Payment for Last Two Weeks of Care

- The client will pay \$288.00 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.

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 provider may terminate this contract at will.
- After the two week trial period has been completed, the client must give a two week written notice to terminate this contract.
- The client must pay the full childcare 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 provider reserves the right to immediately terminate this contract without notice if the client does not make each payment in full when due.

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.
- 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