



DAY CARE CONTRACT

This Day Care Contract ("Contract") is made effective as date signed, by and between the following parties:

"Provider":

TLC Family Day Care LLC
Riverside, Connecticut 06878
(203)569-3834

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

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

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

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 TLC Family Day Care LLC 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 to Friday: 8:00am-5:15pm

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 \$2,200.00 per month. Full-Time child care is defined to be 50 or more hours per week. Child care fees are due and payable regardless of the child(ren)'s attendance.

3. FEES FOR UNSCHEDULED CHILD CARE. Child care fees for any unscheduled hours are \$100.00 per day.

4. TIMING AND METHOD OF PAYMENT. The Parent(s) shall pay child care fees on or before the 1st day of each month. Payment(s) which will be accepted are: cash and Zelle, Venmo or money order. In addition, if fees are not paid in full and on time, the Parent(s) agrees to pay a \$15.00 per day late fee with increments of \$25 per hour. If fees are not paid within 10 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 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.

5. REGISTRATION FEE. The Parent(s) shall pay \$100.00 per child as a holding fee and a deposit of \$500 when this contract is signed. The holding fee is nonrefundable and is not applied to any child care fees. The deposit will go towards the first month.

6. OVERTIME FEES. The Parent(s) agrees to pay overtime fees of \$25.00 per hour if the child(ren) is not picked up by the scheduled time as noted above. This overtime fee shall be paid when the Parent(s) picks up the child(ren).

7. TRIAL PERIOD AND TERMINATION OF CHILD CARE. The first 2 weeks of enrollment in TLC Family Day Care LLC 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 three weeks advance written notice. If the Parent(s) fails to provide three weeks advance written notice, the Parent(s) agrees to pay the regular scheduled fees for the three weeks or portion of such three weeks immediately after such notice during which the Provider had no notice of such termination.

TLC Family Day Care LLC 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 10 days or more delinquent.
- The child(ren) is absent for 10 days or more without reasonable explanation or payment from the Parent(s).
- Fails to follow the medical policy and shows up sick three times.

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 TLC Family Day Care LLC 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, TLC Family Day Care LLC will first try to reach the Parent(s). If the Parent(s) cannot be reached, TLC Family Day Care LLC 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: _____
Mobile Phone: _____

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

Name of Physician: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone Number: _____

TLC Family Day Care LLC 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, TLC Family Day Care LLC 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 100.5 degrees F
- b. Persistent diarrhea
- c. Continuous coughing
- d. Irregular breathing
- e. Unusual rashes
- f. Vomiting
- g. Yellowish color to the eyes or skin
- h. Swallowing difficulty
- i. Persistent and/or excessive

crying j. Discharge from eyes or ears k. Excessive drowsiness l. Lice m. Communicable diseases n. Earache o. Excessive mucus discharge.

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.

TLC Family Day Care LLC 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 TLC Family Day Care LLC 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 TLC Family Day Care LLC 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 TLC Family Day Care LLC for the benefit of the child(ren) whenever reasonably requested by TLC Family Day Care LLC: diapers, wipes, formula, special diet foods, change of clothing, and sleepsacks.

In addition, TLC Family Day Care LLC may request that the Parent(s) supply a specific item for the benefit of the child(ren) from time to time. If the Parent(s) has failed to supply the item within a reasonable period of time, then TLC Family Day Care LLC may purchase the item and the Parent(s) agrees to reimburse the Provider for the reasonable cost of the item.

13. ITEMS SUPPLIED BY TLC FAMILY DAY CARE LLC. TLC Family Day Care LLC shall provide a mid-morning snack and a mid-afternoon snack as well as personal hygiene items such as washcloths, soap, powder, and ointment as well as toys, books, and games All meals provided by TLC Family Day Care LLC are intended to comply with the United States Department of Agriculture's nutritional guidelines.

14. SUBSTITUTE CHILD CARE. If TLC Family Day Care LLC is temporarily unable to provide child care services due to reasons beyond its reasonable control, TLC Family Day Care LLC has no obligation to arrange for a substitute child care provider. TLC Family Day Care LLC 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 need to provide care.

15. HOLIDAYS/VACATIONS. TLC Family Day Care LLC will not provide child care on any federal holidays. The child care fees will not be adjusted for these federal holidays during which TLC Family Day Care LLC's facility is closed.

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 not be adjusted for such closings.

The Parent(s) shall provide TLC Family Day Care LLC with 4 weeks 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. TLC Family Day Care LLC 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 TLC Family Day Care LLC or any other person, at the replacement cost, if such destruction was, in the sole opinion of TLC Family Day Care LLC, caused by the child.

18. DISCIPLINE. TLC Family Day Care LLC reserves the right to discipline a child when necessary. Discipline consists of: time-outs, setting or redefining limits, or redirecting a child's attention.

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 TLC Family Day Care LLC.

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

This contract shall be signed by Katherine Ng on behalf of TLC Family Day Care LLC, 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.

TLC Family Day Care LLC

By:

Date:

Katherine Ng

By:

Date:

Parent of child