**DAYCARE AGREEMENT**

**Background:**

This Daycare Agreement (“Agreement”) is entered into on the [INSERT DATE] between:

**Child Care Provider(s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**Child Care Provider**”, “**Party**”, “**Parties**”) and

**Parent(s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**Parent**”, “**Party**”, “**Parties**”)

**Services**

1. The Child Care Provider agrees to provide the necessary daily care to the child(ren). Such daily care shall include, but shall not be limited to:
   1. Constant supervision;
   2. Viewing social engagements;
   3. Promoting good behaviour;
   4. Changing diapers;
   5. [providing snacks/food/meals];
   6. [HIGHLIGHT OTHER].
2. A weekly schedule can be found in schedule 1 of this Agreement.

**The Children**

1. This Agreement shall only be for the following child(ren) named below:
   1. Child’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. Child’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. Child’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Late Pickup**

1. If the Parent is going to be late to pick up the child(ren), every effort must be made to contact the Child Care Provider. A late pickup fee of [INSERT $] shall be administered if the Parent is late by [MINUTES]. The late pickup fee shall be administered to each child that has not been picked up.

**Absence**

1. If any Child(ren) are to be absent, the Child Care Provider requires that at least [NUMBER OF DAYS / HOURS] notice is given. If none, or unsatisfactory notice is given, Parent’s shall be charged $[AMOUNT] for the absent days.

**Holidays**

1. The parties acknowledge and agree that the Child Care Provider will not be available on the following national holidays:
   1. [New Year’s Day];
   2. [Martin Luther King Jr Day];
   3. [President’s Day];
   4. [Memorial Day];
   5. [Independence Day];
   6. [Labor Day];
   7. [Columbus Day];
   8. [Veteran’s Day];
   9. [Thanksgiving];
   10. [Christmas Day].

**Purchase Price**

1. The Parent agrees to pay to the Child Care Provider a total sum of $[INSERT AMOUNT] for all obligations under this Agreement.
2. The Child Care Provider [SHALL **OR** SHALL NOT] be responsible for all taxes in relation to the purchase of Services under this Agreement.

**Payment**

1. Payment for the Services will be by: [INSERT ALL THOSE THAT APPLY]
   1. [Credit or debit card];
   2. [Personal Cheque];
   3. [Cashier cheque];
   4. [Cash];
   5. [Money order]; and
   6. [Wire transfer].
2. The Child Care Provider shall provide Services of $[AMOUNT] per [Hour/Day/Week/Month].
3. The amounts will be paid [daily/Weekly/Bi-weekly/Monthly/Other].
4. [The Parent is required to pay a deposit in the amount of $[AMOUNT] to the Child Care Provider as security for any unpaid balances by the Parent(s).]

**Damages**

1. If any of the Child(ren), while under the Child Care Provider’s supervision, causes any damage to the premises other than normal wear and tear on toys, furniture, or damage, the Parent(s) shall be responsible for repairing any said damage caused by the Child(ren).

**Force Majeure**

1. The Child Care Provider shall not be responsible for any claims or damages resulting from any delays in performance or non-performance of the Terms of this Agreement due to unforeseen circumstances out of the Child Care Providers reasonable control.

**Limitation of Liability**

1. The Child Care Provider shall not in any circumstance be liable for any loss of profit, goodwill, business, business opportunity, indirect, special, consequential, or punitive damage arising from this Agreement.

**Amendments**

1. No amendment of the terms in this Agreement shall be effective unless it is in writing and signed by both parties.

**Governing Law**

1. The terms of this Agreement shall be governed and construed in accordance with the law of [ENTER GOVERNING LAW].

**Dispute resolution**

1. Any dispute arising from this Agreement shall be resolved through: [INSERT ALL THAT APPLY]
   1. [Court Litigation] [: if either Party brings legal action, the prevailing party will be entitled to recover from the other party, any legal expenses incurred in relation to the claim.
   2. [Binding Arbitration [INSERT DETAILS]];
   3. [Mediation.]

**Entire Agreement**

1. This Agreement, including any schedules and appendixes, constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and assurances between them, whether written or oral.

**Waiver**

1. No Party shall be deemed to have waived any provision of this Agreement unless such waiver is expressed in writing.
2. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**Miscellaneous**

1. This Agreement shall be binding upon and accustomed to the benefits of the parties and their representatives. The provisions of this Agreement are severable meaning if any provision is invalid or unenforceable, it shall not affect the validity and enforceability of the rest of this Agreement.
2. This Agreement may be executed in one or more counterpart. Each counterpart shall be considered an original.

**Schedule 1- Weekly Schedule**

Days Start Time End Time

- Monday \_\_\_\_: \_\_\_\_  AM  PM \_\_\_\_: \_\_\_\_  AM  PM

- Tuesday \_\_\_\_: \_\_\_\_  AM  PM \_\_\_\_: \_\_\_\_  AM  PM

- Wednesday \_\_\_\_: \_\_\_\_  AM  PM \_\_\_\_: \_\_\_\_  AM  PM

- Thursday \_\_\_\_: \_\_\_\_  AM  PM \_\_\_\_: \_\_\_\_  AM  PM

- Friday \_\_\_\_: \_\_\_\_  AM  PM \_\_\_\_: \_\_\_\_  AM  PM

- Saturday \_\_\_\_: \_\_\_\_  AM  PM \_\_\_\_: \_\_\_\_  AM  PM

- Sunday \_\_\_\_: \_\_\_\_  AM  PM \_\_\_\_: \_\_\_\_  AM  PM

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date stated above.

**SIGNATURES**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Parent Signature** |  | **Parent Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Parent Signature** |  | **Parent Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Child Care Provider Signature** |  | **Child Care Provider Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Child Care Provider Signature** |  | **Child Care Provider Full Name** |