

**PARENT APPLICATION FOR CHILDCARE SERVICES
and
AGREEMENT FOR CHILDCARE SERVICES**

between

“PARENTS”

(Parent name or names)

- AND -

“CHILDCARE PROVIDER” or “PROVIDER”

Little Movements Day Care (LMDC)
424 William Ave, Larkspur, California, 94939
Phone Number: 415-608-9611
Email: office@littlemovementsdaycare.com

ACKNOWLEDGEMENT OF QUALIFICATIONS AND COMPLIANCE

- A. PARENTS agree that the Childcare Provider has the necessary licensing, qualifications, experience, and abilities to provide childcare services.
- B. The Provider agrees to provide such services to the Parent on the Terms and Conditions set-out in this Agreement.

IN CONSIDERATION OF the matters described above and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree that childcare services will be provided according to the following Terms and Conditions and subject to the Waiver, below:

TERMS AND CONDITIONS OF CHILDCARE

General

Sick children should not be brought to childcare. Children showing signs of illness must and shall be removed from childcare.

terms in writing, in advance of feeding time. LMDC specifically reserves the right to feed the appropriate amount of food necessary for a child's proper weight gain and overall development. Parent shall be notified when additional food is fed to his or her child.

6. Parents Providing Medicine. Parents providing medicine and/or nutritional supplements to be administered orally to his and/or her child by LNDC are solely responsible for the condition, quality, and safety of said medicine for their child. Prescribed medicine shall include written instructions from the child's treating physician specifying the exact type of medicine, manner and amount of medicine to be given, and time(s) the medicine should be administered. LMDC may make reasonably necessary inquiries to the treating physician about the medicine. In the event LMDC's inquiries are not satisfied, LMDC may in its sole discretion notify Parent and terminate this Agreement. In case of termination under such conditions, Parents shall receive a pro-rated refund of advance payments made to LMDC for services not yet rendered by LMDC as of the date of termination.
7. Reservation of a current or anticipated vacancy for a particular student, a service commonly referred to as "Holding a spot".

Agreement Duration

The term of this Agreement will begin on _____ and will remain in full force and effect until _____, the completion of the services, subject to earlier termination as provided in this Agreement, with said term subject to extension by mutual written agreement of the parties.

In the event that Parents wish to terminate this Agreement, Parents must provide LMDC with 30-day advanced notice of said termination.

Deposit

1. A nonrefundable \$100 processing payment will be collected at the time this Application is submitted. In addition, a last month's tuition amount will be due to reserve placement ("hold a spot") in LMDC. The first month's tuition amount will be due the first day of attendance. In consideration for reserving a current or anticipated vacancy the last month tuition is **non-refundable**, including instances where Parents terminate this contract or a specific service prior to the beginning date.
2. Except as otherwise provided in this Agreement, the obligations of the Childcare Provider will terminate upon the earlier of the Child Care Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Childcare Provider.

3. The first 8 weeks of childcare are considered a trial period. This is designed to ensure your satisfaction, your child's comfort, and the comfort of the other children in the group. During this trial period, either party may terminate this agreement and receive a pro-rated refund for then current month.

Compensation

1. For the services rendered by Provider, Parents will pay _____ per month to LMDC for the duration of the contract.
2. Parent is responsible for paying LMDC for sick days (if their child is ill and absent) regardless of attendance.
3. Parent may deduct from LMDC's compensation those deductions and remittances required by law.

Additional Compensation

1. In addition to the above compensation, the Childcare Provider will be entitled to the following compensation for performing the Services.
2. Any extended hours of care, stated previously, will be compensated, at \$30.00 per hour for scheduled and \$60 for unscheduled extended hours.
3. Extended hours are listed: 7:00am to 8:00am and 6:00pm to 7:00pm.

Extra Services

1. Parent agrees to provide, for the use of the Childcare Provider, the following extras: All supplies, sun block, special drinking cup, etc... A current list will be provided.
2. Any EXTRA meals will be invoiced at the following rate: Breakfast and/or Dinner - \$5.00 each. * Lunch and four snacks are included in the "meal plan" fee.

Expenses Reimbursement

1. **Parent agrees to reimburse LMDC for baby supplies (diapers, wipes, formula, food) Parent forgets to provide.**
2. **LMDC will furnish Parent with invoices for all such expenses.**

Payment Penalties

In the event Parent does not comply with the rates, amounts, or dates of pay provided in this Agreement, a late payment penalty will be charged as follows:

Tuition Late fees:

Tuition is to be paid on time.

If payment is not paid on due date (Option choice A, B,) parent will be billed a \$25.00 late fee each day until payment is received.

*Requests for any changes in Payment Plan Options must be made in advance, in writing and agreed to in writing by LMDC. Any Payment Plan amendments will be applied to the next rolling month.

Plan A

Monthly payment plan:

Parents can pay monthly sum in the form of check, cash.

Plan B

ONLY Drop-in clients are Plan B

Parents can pay a weekly sum in the form of check or cash at the end of the week.

Confidentiality

LMDC agrees to not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of Parent, which LMDC has obtained, except as may be necessary or desirable to further the business interests of the Parent or the safety of a child. LMDC further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the Parent, without the prior written consent of the Parent. This obligation will survive the termination of this Agreement.

Return of Property

Upon the expiration or termination of this Agreement, LMDC will return any property, documentation, records, deposits or confidential information which is the property of the Parent.

Assignment

LMDC will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Parent.

Capacity/Independent Contractor

It is expressly agreed that LMDC is acting as an independent contractor and not as an employee in providing childcare services under this Agreement. LMDC and Parent acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for services.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if executed in the manner stated above, by an authorized representative of each party.

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement shall be in writing and delivered to the parties to this Agreement. Any client termination of this contract or a termination of a specific service contained herein requires at least 30 days advanced written notice, including acknowledged email to and from LMDC. LMDC is required to provide 5-day advanced written notice in order to terminate this contract or a specific service contained herein. LMDC notifications will be made to such locations as the parties commonly correspond and/or the following locations:

- a. _____
(Parent Name and address)

- b. email address: _____

Ann Salvetti, for
Little Movements Day Care
424 William Ave, Larkspur, California, 94939

Local Regulation Compliance

Both parties have performed due diligence, are informed, and agree that LMDC's services and this contract are in compliance with all local child care regulatory requirements.

Authorization to Treat a Minor

Parent agrees to furnish Provider with the necessary documentation, so that they may initiate medical care for the child/children in the event of an emergency during which the parent(s) cannot be reached.

Costs and Legal Expenses

In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any and all other damages and awards, all reasonable legal costs and fees associated with the action.

Time of the Essence

No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement or a valid addendum hereto.

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars

Titles/Headings

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

It is the parties intention that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver of Rights

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions. Moreover, I/We, the undersigned, are the parent(s) or legal guardian of the above named child/children and I/we agree, in taking advantage of LMDC's childcare services, to release and hold harmless LMDC and all related individuals and associations from any and all direct, indirect, or consequential damages, causes of action, claims, demands, suits, cost, and charges in connection with or arising out of LMDC's childcare service, including, but not limited to, bodily harm or injury to our child or children, except only for loss, harm, or injury occasioned by gross negligence or intentional misconduct. I hereby grant LMDC permission and full authority to take whatever actions they deem necessary regarding my child's health and safety in the event I cannot be reached, and/or in a situation where time is of the essence. Further, I fully release LMDC and all related individuals and associations from any liability in connection with those decisions. Finally, I hereby grant permission for emergency treatment by a rescue squad, private physician, and/or hospital or emergency health care facility staff on the condition that any such action is taken in the interest of my child's welfare and will be reported to me as soon as possible. The Terms and Conditions and this Waiver of Rights shall apply throughout the duration of this childcare services contract, whether or not I sign this waiver again.

THIS CONTRACT AND THE TERMS CONTAINED HEREIN ARE THE RESULT OF A BARGAINED-FOR NEGOTIATION. THEREFORE, THE TERMS SHALL NOT BE PRESUMPTIVELY INTERPRETED AGAINST THE DRAFTING PARTY. I HAVE READ AND UNDERSTAND THIS CONSENT AND WAIVER FORM AND SIGN VOLUNTARILY AND ENTIRELY OF MY OWN FREE WILL.

Parent Name (print) _____

Parent Signature _____

Date: __/__/__

Child's Name: _____ Age: _____ Birth Date: __/__/__

Cell Phone: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

IN WITNESS WHEREOF the parties have duly executed this Childcare Services Agreement this date, _____.

SIGNED, SEALED AND DELIVERED

Ann Salvetti

Date

(Parent signature)

(Parent print)

Date