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# DAYCARE NANNY CHILDCARE

**CONTRACT**

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## I. Parties

This Daycare/ Nanny/Childcare contract, ("Contract") is made starting on \_\_\_\_\_  
\_\_\_\_\_ for and between:

### Parent(s):

\_\_\_\_\_, with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_,  
State of \_\_\_\_\_, ("Parent(s)")

### Child Care Provider:

\_\_\_\_\_, with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_,  
State of \_\_\_\_\_, ("Child Care Provider").

Child Care Provider is referred to herein as a "Provider," and Client as "Client," and,  
collectively, as the "Parties".

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and  
agreements contained herein, the Client hires the Provider to work under the  
terms and conditions hereby agreed upon by the Parties:

## II. The Children

This Agreement shall only be for the following child(ren) named below:

Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Hereinafter known as the "CHILD(REN)".

### III. Duration

The term of this Contract shall begin on \_\_\_\_\_ (“Commencement Date”) and terminate: (check one)

- At-Will Requires at least \_\_\_ days’ written notification.
- On A Specific Date Last date of work is \_\_\_\_\_.

### IV. Child Care Services

The Provider agrees to provide the necessary daily care to the Child(ren). Such daily care shall include, but not be limited to, constant supervision, transportation to and monitoring of social engagements, encouraging good behavior, and the following extra services: (check all that apply)

- Changing Diapers
- Providing Snacks/Food/Meals
- Other [SPECIFY]: \_\_\_\_\_

Hereinafter known as the “Services”.

### V. Schedule

The Provider shall provide the Services to the Child(ren) during the following weekly schedule: (check all that apply)

<b>Days</b>	<b>Start Time</b>	<b>End Time</b>
<input type="checkbox"/> Monday	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> Tuesday	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> Wednesday	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> Thursday	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> Friday	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> Saturday	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> Sunday	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM	_____ <input type="checkbox"/> AM <input type="checkbox"/> PM

**a.) Late Pickup.** If the Parent(s) will be late picking up their Child(ren), contact the Provider. The Parent(s) will be charged a late pickup fee of \$[\_\_\_\_\_] if the Parent(s) pick up the Child(ren) more than [\_\_] minutes after the End Time (“Late Pickup Fee”). The Late Pickup Fee shall be charged for each child.

**b.) Approved Overtime Care.** The Provider will provide overtime care of the Child(ren) at a rate of \$[\_\_\_\_\_] per hour if the Parent(s) have received prior overtime approval.

**c.) Unapproved Overtime Care.** The Provider will provide overtime care of the Child(ren) at a rate of \$[\_\_\_\_\_] per hour if the Parent(s) have not received prior overtime approval.

## VI. Holidays

The Parties acknowledge and agree that the Provider will not provide services on the following national holidays: (check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> – New Year’s Day            | <input type="checkbox"/> – Labor Day     |
| <input type="checkbox"/> – Martin Luther King Jr Day | <input type="checkbox"/> – Columbus Day  |
| <input type="checkbox"/> – President’s Day           | <input type="checkbox"/> – Veterans’ Day |
| <input type="checkbox"/> – Memorial Day              | <input type="checkbox"/> – Thanksgiving  |
| <input type="checkbox"/> – Independence Day          | <input type="checkbox"/> – Christmas Day |

## VII. Payment Amount

Under this Contract, the Provider shall provide Services for the cost of \$[\_\_\_\_\_] per

Hour  Day  Week  Month (“Payment Amount”).

## VIII. Payment Method

The Payment Amount shall be paid: (check one)

- Daily
- Weekly
- Bi-Weekly
- Monthly
- Other: [SPECIFY]

Hereinafter known as the “Payment Method”. The Payment Amount and Payment

## IX. Deposit

The Parent(s) is/are: (check one)

- Required to pay a security deposit in the amount of \$[\_\_\_\_\_] to the Provider. The deposit may be used to cover any damage to property by the Child(ren) or any unpaid balances by the Parent(s) for any Services provided (“Deposit”). The Provider shall demand repayment of the Deposit for any funds beyond the previously mentioned amount or this Agreement shall terminate within five (5) business days.
- Not required to pay a security deposit before the Provider is able to provide their Services.

## X. Absent

If any Child(ren) will be absent, the Provider requires at least [\_\_] day(s) written notice. The Parent(s) shall be charged [\_\_\_\_\_] for each day the Child(ren) are absent with proper notice.

The Parent(s) shall be charged the full amount per day if their Child(ren) are absent without proper written notice.

## XI. Vacation Times

Each Party shall have the following vacation times: (check all that apply):

- **Parent(s) Vacation.** The Parent(s) must provide at least [\_\_] day(s) notice before their Child(ren) go on vacation. During the Parent(s) vacation, the Parent(s) are  required  not required to pay for Services during the vacation.
- **Child Care Provider(s) Vacation.** The Provider(s) must provide at least [\_\_] day(s) notice before going on vacation.

## XII. Damages

Parent(s) shall be responsible for repairing any damage caused to the premises by the Child(ren) while under the Provider's supervision. Normal wear and tear on toys, furniture, and other property are excluded.

## XIII. Governing Law

This Contract shall be governed by and shall be construed in accordance with the laws in the State of [\_\_\_\_\_].

## XIV. Severability

If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## XV. Additional Terms & Conditions

## XVI. Entire Agreement

This Contract constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

Parent(s) Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Child Care Provider's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_