

DAY CARE CONTRACT

This Day Care Contract ("Contract") is made effective as of _____ by
and between the following parties:

"Provider":

RODICARE LLC
Bronx, New York 10463
(718) 601-0403

and

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

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

To provide child care for:

Child's Name:
Nickname:
Date of Birth:
Sex:

The undersigned Parent(s) hereby gives RODICARE 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: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

Sunday: _____

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" child care is \$325.00 per week. Full-Time child care is defined to be from 7am-5:30pm on a daily basis. If the requested child care exceeds the 5:30pm dismissal time, an additional \$25.00 will be added to the tuition. Child care fees are due and payable regardless of the child(ren)'s attendance.

3. FEES FOR PART-TIME CHILD CARE. Child care fees for "Part-Time" prescheduled child care are \$215.00 per week. Part-Time child care is defined to be less than "20" hours per week.

4. TIMING AND METHOD OF PAYMENT. The Parent(s) shall pay child care fees on or before the first day each day of each week. Payments may be made by cash, check and money order. In addition, if fees are not paid in full and on time, the Parent(s) agrees to pay a \$5.00 per day late fee. If fees are not paid within 5 days, the child(ren) will not be allowed to attend the facility until payment is received in full. Upon signing the daycare contract, a month's payment is required as a deposit to ensure your child's enlistment in the facility. Shall the contract be annulled by the parent(s) in the middle of the school year, the initial deposit is not to be refunded.

The Parent(s) agrees to pay a \$15.00 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 \$50.00 per child as an initial registration

fee when this Contract is signed.

6. OVERTIME FEES. The Parent(s) agrees to pay the overtime fee of \$25.00 per hour if the child(ren) is not picked up by the scheduled time 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 two weeks of enrollment in RODICARE LLC's facility 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.

RODICARE 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).

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:

The Parent(s) shall inform RODICARE 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, RODICARE LLC will first try to reach the Parent(s). If the Parent(s) cannot be reached, RODICARE 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:

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

Name of Physician:

Address:

City:

State:

Zip Code:

Telephone Number:

RODICARE 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, RODICARE 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 F 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. _____

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.

RODICARE 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 RODICARE 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 RODICARE 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 RODICARE LLC for the benefit of the child(ren) whenever reasonably requested by RODICARE LLC: Diapers, formula, change of clothing, sleeping bags, breakfast and lunch.

13. ITEMS SUPPLIED BY RODICARE LLC. RODICARE LLC shall provide various snacks, water, and juices as well as personal hygiene items such as soap, baby powder and ointment as well as toys, books, and games.

14. SUBSTITUTE CHILD CARE. If RODICARE LLC is temporarily unable to provide child care services due to reasons beyond its reasonable control, RODICARE LLC may, but has no obligation to, arrange for a substitute child care provider with qualifications similar to the Provider's. RODICARE 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 provide care. The Provider will provide the Parent(s) with a list of substitute child care providers upon request.

15. HOLIDAYS/VACATIONS. RODICARE LLC will not provide child care on any federal holidays. The child care fees will not be adjusted for these federal holidays during which RODICARE 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 RODICARE LLC with 2 month advance written notice of expected family vacations. The child care fees will be adjusted for the time period that a child does not attend because of a family vacation. If timely notice is provided, the child care fees will be reduced by 50 percent for the period of time that the child(ren) is on vacation with his/her family.

16. MODIFICATION OF TERMS. RODICARE 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 60 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 RODICARE LLC or any other person, at the replacement cost, if such destruction was, in the sole opinion of RODICARE LLC, caused by the child.

18. DISCIPLINE. RODICARE LLC reserves the right to discipline a child when necessary. Discipline consists of: Time-outs.

19. CONSTRUCTION. Words and phrases in this Contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

20. 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.

21. 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.

22. 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.

23. MERGER. Prior agreements made by the parties are deemed to be merged into this Contract.

24. ASSIGNMENT. Neither party may assign its interest under this Contract except that the Provider may assign its interest to an entity controlled by RODICARE LLC.

25. GOVERNING LAW. This Contract shall be construed and enforced in accordance with the laws of New York.

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.

RODICARE LLC

Signature of Parent/Guardian