

# Daycare Contract

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This **Daycare Contract** (the "**Contract**") is entered into by and between the childcare provider (the "**Provider**") and the parent (the "**Parent**") identified below (the "**Parties**") for the provision of early childhood care and related services for the minor child \_\_\_\_\_. This Contract sets forth the terms and conditions governing enrollment, attendance, payments, care practices, health and safety, communications, and the rights and responsibilities of the Parties.

**Childcare Provider**

**Parent**

## 1. Scope and Purpose

Provider agrees to furnish daycare services that are developmentally appropriate and consistent with applicable laws and licensing standards for the age and needs of the Children enrolled. Services include supervision, age-appropriate activities, routines for rest and nutrition, and support for social, emotional, cognitive, and physical development in a safe, nurturing environment. Enrollment is contingent upon Provider's receipt and approval of all required forms and consents, including health, immunization, and emergency information and payment of any applicable registration fee and deposit. Provider does not guarantee enrollment until written confirmation is issued. Provider may, in good faith and after reasonable efforts to accommodate, decline or discontinue services where the Child's needs materially exceed Provider's program capabilities or where safety, licensing ratios, or material program operations would be compromised.

## 2. Hours of Operation, Attendance and Late Pick-Up

Provider operates on regular business days from \_\_\_\_\_ to \_\_\_\_\_, excluding holidays and closures identified in in this Contract. Parent shall deliver and pick up the Child within these hours and shall record attendance as directed. Parent acknowledges that staffing and ratios are scheduled based on contracted hours and agrees that consistent attendance within the agreed schedule is essential to maintain program quality and staffing. Late pick-up after closing time or outside the contracted schedule will result suspension or termination for repeated violations. Parent shall promptly notify Provider of anticipated absence, illness, or delay.

### **3. Program Calendar and Closures**

Provider will maintain a program calendar identifying holidays, in-service training days, and planned closures, which form part of this Agreement as amended from time to time upon reasonable notice. Provider may close temporarily due to severe weather, utility outages, public health directives, building issues, or other circumstances beyond Provider's control that reasonably impair safe operations. In emergency closures, Provider will make reasonable efforts to notify Parent by text, email, or other designated channels. Tuition is generally not prorated for brief closures of one or two operating days per month where fixed costs continue.

### **4. Fees and Payment Schedule**

The Parent agrees to pay a weekly fee of \_\_\_\_\_, due in advance on the first day of each week. Payment may be made in cash, bank transfer, or another agreed method. Late payments of more than three (3) days may result in suspension of services until payment is received. A late pickup fee may be charged if the child is collected after regular daycare hours.

### **5. Holidays**

The calendar regarding the holidays will be provided at enrollment and updated annually. Tuition is not reduced for these closures as they are part of the program year and support staff retention and quality. Provider may take up to \_\_\_\_\_ days of paid vacation annually with \_\_\_\_\_ weeks' notice, during which the program will be closed. Unplanned closures for illness of key staff or emergencies will be handled in good faith, with efforts to arrange substitute care when possible, subject to licensing rules and safety.

### **6. Health, Illnesses and Medication**

Parent shall provide current immunization records, health forms, and physician information before the Child starts and shall update records as required by law or policy. Children exhibiting fever, vomiting, diarrhea, undiagnosed rash, significant cough, or other exclusion symptoms described in Provider's illness policy may not attend until symptom-free for the required period or cleared by a healthcare professional when appropriate. Parent shall promptly pick up the Child if symptoms develop during care. Medication will be administered only with completed authorization forms, in original containers, labeled with the Child's name and dosage instructions, and as permitted by law. Provider will document administration in an incident/medication log. Parent must disclose allergies, chronic conditions, special diets, and any individualized health plan; Provider and Parent will collaborate on reasonable accommodations that do not impose undue hardship or compromise safety or licensing.

## **7. Meals and Snacks**

Provider will offer meals and snacks consistent with age-appropriate nutritional guidelines, or, if Parent elects to provide meals, shall ensure that foods comply with the program's safety and allergen policies. Parent shall clearly label all food containers and bottles and supply adequate quantities of formula, breast milk, or special diet items. Provider may restrict certain foods to mitigate severe allergies within the group. Parent agrees to immediately inform Provider of any newly diagnosed allergy or dietary restriction. Food preparation and serving shall follow hygiene standards, including proper handwashing, surface sanitation, and food temperature practices. Provider will supervise all eating and will not permit sharing of food among Children except as part of controlled activities that comply with safety rules.

## **8. Personal Belongings, Dress and Labeling**

Parent shall label all personal items, including clothing, footwear, outerwear, bottles, and blankets. Provider is not responsible for loss or damage to personal property brought to the program, including toys, electronics, or jewelry, and may limit such items to maintain focus, safety, and hygiene. Children should arrive in weather-appropriate, comfortable clothing suitable for active play and outdoor time, with closed-toe shoes. Parent agrees to supply seasonal gear (e.g., coats, hats, sunscreen, insect repellent with authorization) and to replenish supplies promptly upon request.

## **9. Communication**

Provider will communicate with Parent via daily notes, email, or an approved application to share schedules, meals, naps, activities, and incidents. Parent agrees to read updates, maintain current contact information, and respond promptly to urgent messages. Regular conferences may be scheduled to discuss the Child's progress and any concerns. Parent shall disclose significant changes at home that could affect behavior or adjustment (e.g., sleep changes, family transitions), so that care strategies can be coordinated. Provider welcomes feedback and will consider reasonable requests within program capacity and licensing standards. The Parties commit to respectful, professional communication at all times.

## **10. Media, Photography and Technology Use**

Provider may photograph or record Children for documentation of learning, sharing with families, or internal training, subject to Parent's consent preferences selected at enrollment. Public use (e.g., website, social media, marketing) requires explicit opt-in consent. Any digital platforms used for communication will be selected with reasonable attention to privacy and security; Parent acknowledges standard risks inherent to electronic communications and agrees to follow program guidelines for platform use.

## 11. Medical Authorization

In the event of illness or injury when Parent cannot be reached, Parent authorizes Provider to obtain emergency medical care for the Child, including transport by emergency medical services and treatment by licensed healthcare professionals. Parent is responsible for all medical costs not covered by insurance. Provider will make reasonable efforts to contact Parent prior to authorizing non-emergency treatment; however, Provider may act in the Child's best interests where delay would pose unacceptable risk. Parent shall inform Provider in writing of any medical restrictions, standing orders, or specific directives from the Child's physician; Provider will comply to the extent consistent with licensing regulations and staff training.

## 12. Confidentiality

Provider will maintain Child records confidentially and will disclose information only to the Parent, authorized caregivers, staff with a legitimate need to know, regulators, medical providers in emergencies, or others as legally required. Electronic and physical records will be safeguarded using commercially reasonable measures appropriate to the size and nature of the program. Parent agrees to respect the privacy of other Children and families and not to photograph or publish images or information about other Children without consent. Parent acknowledges that messaging platforms may involve third-party processors and consents to their use for communication subject to the platform's terms.

## 13. Force Majeure

Neither Party shall be liable for delays or failure to perform obligations (other than payment obligations) due to causes beyond reasonable control, including acts of God, natural disasters, epidemics, public health emergencies, government orders, labor shortages not caused by the Party, utility failures, or civil disturbances. The affected Party shall use reasonable efforts to mitigate and to resume performance promptly. Tuition adjustments, if any, during extended force majeure events will be determined in good faith considering program sustainability and the duration of the disruption.

## 14. Risk Acknowledgement

Parent understands that participation in group childcare involves inherent risks typical of early childhood settings, including minor illnesses and injuries despite reasonable precautions. Parent acknowledges that Provider cannot eliminate all risks but will act with due care and comply with applicable standards. To the fullest extent permitted by law, Parent assumes ordinary risks associated with age-appropriate activities and releases Provider and its staff from liability for ordinary negligence related to such risks, while preserving Parent's rights for gross negligence, willful misconduct, or violations of law. Nothing in this Agreement waives non-waivable consumer or statutory rights.

## 15. Governing Law and Dispute Resolution

The Parties will first attempt in good faith to resolve disputes through direct discussion between Parent and Provider leadership. If mediation does not resolve the dispute, either Party may pursue lawful remedies in a court of competent jurisdiction located in \_\_\_\_\_, and this Agreement shall be governed by the laws of \_\_\_\_\_ without regard to conflicts-of-law principles.

By signing below, Parent acknowledges that they have received and read this Agreement and any incorporated policies or handbooks; have had an opportunity to ask questions; and agree to abide by all terms. Provider affirms its commitment to provide a safe, nurturing, and developmentally appropriate environment and to comply with applicable laws and standards.

**Childcare Provider**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Parent**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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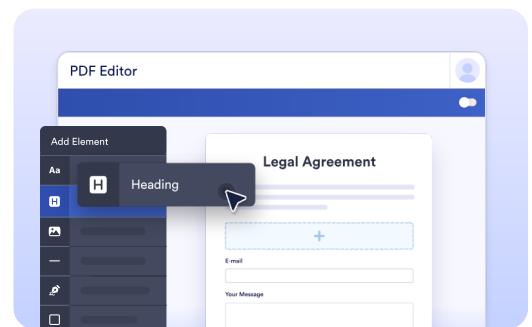
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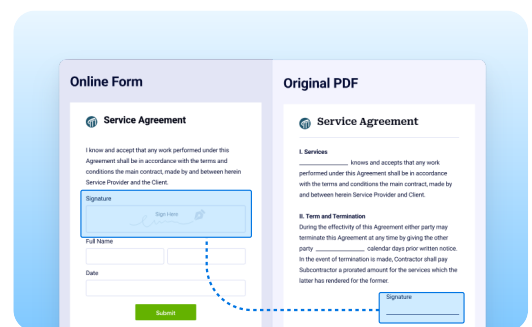
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