

DAY CARE CONTRACT

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

"Provider":

ILS Payton Investments, LLC d/b/a
Payton Playground Daycare
7236 Cana
Grand Prairie TX 75054

214-412-4202

and

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

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

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

To provide childcare for:

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

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

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

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

The undersigned Parent(s) hereby gives Payton Playground Daycare 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 childcare services and the Parent(s) shall pay for such services as follows:

Monday: 5:00 am through 6:30 pm
Tuesday: 5:00 am through 6:30 pm
Wednesday: 5:00 am through 6:30 pm
Thursday: 5:00 am through 6:30 pm
Friday: 5:00 am through 6:30 pm

This schedule shall be in effect unless terminated sooner by one of the parties in accordance with this Contract.

The Parent(s) shall pay childcare fees based on the above schedule at the rates specified below.

2. FEES FOR FULL-TIME CHILD CARE. Childcare fees for "Full-Time" prescheduled childcare are \$225.00 per week for 0-17 months; \$212 per week for 18-35 months; \$187 per week for 36 months-5 years. Full-Time childcare is defined to be five (5) days.

3. FEES FOR PART-TIME CHILD CARE. Childcare fees for "Part-Time" prescheduled childcare are \$165.00 per week for four (4) days, \$155.00 per week for three (3) days and \$135.00 per week for two (2) days. Part-Time childcare is defined to be less than five (5) days.

4. FEES FOR UNSCHEDULED CHILD CARE. Childcare fees for unscheduled care is \$100.00 per day.

5. TIMING AND METHOD OF PAYMENT. The Parent(s) shall pay childcare fees on or before the 1st day of each month/week. Payments may be made by cash, credit card and money order. Credit card(s) which will be accepted are: Discover, Master Card, Visa, and Cash App, Venmo, GPay and Apple Pay, Zelle. In addition, if fees are not paid in full and on time, the Parent(s) agrees to pay a \$55.00 per day late fee. If fees are not paid within 6 days, the child(ren) will not be allowed to attend the facility until payment is received in full. Zelle is the preferred payment method. Credit cards will have a 2.9% fee.

The Parent(s) agrees to pay a \$25.00 fee for all returned payment. If a payment 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.

6. REGISTRATION FEE. The Parent(s) shall pay \$25.00 per child as an initial registration fee when this Contract is signed. The registration fee is nonrefundable and is not applied to any childcare fees.

7. OVERTIME FEES. The Parent(s) agrees to pay overtime fees of \$1.00 per minute if the child(ren) is not picked up by the scheduled time as noted above. If the child(ren) is not picked up within 5 minutes after the scheduled time, the per minute overtime fee will start accruing from the scheduled time. This overtime fee shall be paid the following day.

8. TERMINATION OF CHILD CARE. Childcare may be terminated by the Provider or the Parent(s) only by providing the other party with 4 weeks advance written notice. If the Parent(s) fails to provide 4 weeks advance written notice, the Parent(s) agrees to pay the regular scheduled fees for the 4 weeks or

portion of such 4 weeks immediately after such notice during which the Provider had no notice of such termination.

Payton Playground Daycare 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.
- Childcare fees are 7 days or more delinquent.
- The child(ren) is absent for 7 days or more without reasonable explanation or payment from the Parent(s).
- any, at will

All terminations of this type can be made effective immediately.

9. AUTHORITY TO PICK UP CHILD. The following person(s) has authority to pick up the child (ren):

Name: _____
Name: _____
Name: _____
Name: _____

The Parent(s) shall inform Payton Playground Daycare 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: _____

10. EMERGENCY CONTACTS. In case of an emergency, Payton Playground Daycare will first try to reach the Parent(s). If the Parent(s) cannot be reached, Payton Playground Daycare 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: _____

Name: _____
Relationship: _____
Address: _____
City: _____ State: _____ Zip Code: _____

Place of Employment: _____
Primary Telephone Number: _____
Mobile Phone: _____

11. MEDICAL TREATMENT. If the child(ren) becomes ill, Payton Playground Daycare will first try to reach the Parent(s). If the Parent(s) cannot be reached, Payton Playground Daycare may contact the child(ren)'s physician:

Name of Physician: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone Number: _____

Payton Playground Daycare 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, Payton Playground Daycare 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.

12. SICK CHILD POLICY. If the child(ren) exhibits any of the symptoms listed below, the child(ren) shall not attend the childcare 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 childcare facility will be made in the sole discretion of the Provider.

- a. Fever of 100.3 degrees F
- b. Persistent diarrhea
- c. Unusual rashes
- d. Persistent and/or excessive crying
- e. Lice
- f. Communicable diseases
- g. _____

If the child(ren) exhibits any of these symptoms while present at the childcare 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 childcare facility until the Parent(s) arrives.

Payton Playground Daycare 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 childcare facility. The Parent(s) agrees to inform Payton Playground Daycare of any illness or problem of the child(ren) that might affect other children at the childcare facility.

The Parent(s) agrees to provide a medical report describing the child(ren)'s personal medical history to Payton Playground Daycare 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. Childcare fees will not be adjusted for the days a sick child does not attend the child care facility.

13. ITEMS SUPPLIED BY PARENT(S). The Parent(s) shall provide the following items to Payton Playground Daycare for the benefit of the child(ren) whenever reasonably requested by Payton Playground Daycare: diapers, wipes, formula, special diet foods, change of clothing, blankets, sleeping blanket, pack n play and or cot.

In addition, Payton Playground Daycare may request that the Parent(s) supply a specific item for the benefit of the child(ren) from time to time. If the Parent(s) has failed to supply the item within a reasonable period of time, then Payton Playground Daycare may purchase the item and the Parent(s) agrees to reimburse the Provider for the reasonable cost of the item.

14. ITEMS SUPPLIED BY PAYTON PLAYGROUND DAYCARE. Payton Playground Daycare shall provide breakfast, a mid-morning snack, lunch, dinner and a mid-afternoon snack as well as wash clothes, soap, ointment, toys, books, music time, games and learning activities. All meals provided by Payton Playground Daycare are intended to comply with the United States Department of Agriculture's nutritional guidelines.

15. HOLIDAYS/VACATIONS. Payton Playground Daycare will not provide childcare on any federal holidays. The childcare fees will not be adjusted for these federal holidays during which Payton Playground Daycare's facility is closed. In addition, Payton Playground Daycare will not provide childcare on the following days: the day after Thanksgiving, day after Christmas, New Year's Eve, New Year's Day, April 24th, July 7th and September 20th. The childcare fees will not be adjusted for these days during which Payton Playground Daycare is closed.

Payton Playground Daycare's facility will be closed for 45 PTO days per year each year for vacation. The childcare fees will not be adjusted for the days during which the Provider is closed for vacation. The Parent(s) is responsible for arranging alternate childcare during the Provider's vacation. The Parent(s) will be notified thirty (30) days in advance.

The Parent(s) is responsible for arranging for alternate childcare for closings when the Provider is attending training classes and for emergency closings due to severe weather. The child care fees will be reduced proportionately for the days during which Payton Playground Daycare's facility is closed.

The Parent(s) shall provide Payton Playground Daycare with 2 months 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 Parent(s) is not required to pay child care fees for the period of the family vacation.

16. MODIFICATION OF TERMS. Payton Playground Daycare shall be entitled to change any of the terms in this Contract, including but not limited to fees, by providing the Parent(s) with 30 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 Payton Playground Daycare or any other person, at the replacement cost, if such destruction was, in the sole opinion of Payton Playground Daycare, caused by the child.

18. DISCIPLINE. Payton Playground Daycare reserves the right to discipline a child when necessary. Discipline consists of: positive reinforcement, time out or remove toys.

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 Payton Playground Daycare.

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

Any Comments Questions Concern and or Complaints?

Report any suspension of abuse or neglect:

Always remember major incidents and accidents

will be reported to Child Care Regulations. My

motto is to always keep children safe in my

establishment. We report all suspected child

abuse and neglect to 1(800)252-5400.

Updates to Childcare regulations. Report abuse or neglect online visit

<https://www.hhs.texas.gov/providers/protective-services-providers/child-care-regulation>

This contract shall be signed by Letia Payton on behalf of Payton Playground Daycare, and by

_____, the Parent(s). 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 childcare services.

Payton Playground Daycare

By:
Letia Payton

Date: _____

By: _____
Parent /Guardian _____

Date: _____