

DAYCARE ENROLLMENT AGREEMENT

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This Daycare Enrollment Agreement (this "**Agreement**") is entered into as of [ENROLLMENT DATE] by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE] doing business as [CENTER NAME], a licensed child care provider located at [CENTER ADDRESS] ("**Provider**"); and

[PARENT/GUARDIAN NAME], the parent or legal guardian of the child named below, with a mailing address at [PARENT ADDRESS] ("**Parent**").

Provider and Parent are each a "**Party**" and together the "**Parties**."

Child information: Name [CHILD NAME]; Date of birth [CHILD DOB]; Start date [START DATE] (the "**Child**").

Recitals. Parent wishes to enroll the Child in Provider's child care program, and Provider is willing to provide care on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Enrollment and Schedule

1.1 Enrollment. Provider agrees to provide child care services (the "**Services**") for the Child, subject to available space and the Parent's compliance with this Agreement and Provider's policies.

1.2 Schedule. The Child is enrolled on a [FULL-TIME / PART-TIME / [DAYS/HOURS]] basis, with scheduled care during [DAYS AND HOURS]. The Center's operating hours are [OPERATING HOURS].

1.3 Program. The Services include age-appropriate care, supervision, and activities consistent with Provider's program and applicable licensing requirements. Meals and snacks are [PROVIDED / NOT PROVIDED — PARENT SUPPLIES].

1.4 Required documents. Before the start date, Parent will provide all documents required by Provider and by applicable licensing rules, including immunization records, emergency contacts, and any health or allergy information.

2. Tuition, Fees, and Payment

2.1 Tuition. Parent will pay tuition of [AMOUNT] per [WEEK / MONTH], due [IN ADVANCE ON [DUE DATE]], regardless of the Child's actual attendance, except as expressly provided in this Agreement.

2.2 Registration and supply fees. Parent will pay a [NON-REFUNDABLE] registration fee of [AMOUNT] and an annual supply fee of [AMOUNT], due [ON ENROLLMENT / ANNUALLY].

2.3 Late pickup fee. If the Child is picked up after closing or after the scheduled end time, Parent will pay a late fee of [AMOUNT] per [MINUTE / 15 MINUTES], which Parent agrees is a reasonable estimate of Provider's added costs.

2.4 Late payment. Tuition not paid within [NUMBER] days after it is due accrues a late charge of [AMOUNT OR PERCENTAGE]. Provider may suspend care for nonpayment after written notice, subject to applicable law.

2.5 No fee reduction for absence. Tuition is not reduced for the Child's absence, illness, vacation, or holidays observed by the Center, except as stated in [PROVIDER'S POLICY / THIS AGREEMENT].

3. Drop-Off, Pickup, and Authorized Persons

3.1 Authorized persons. Provider will release the Child only to the Parent or to persons the Parent has authorized in writing on the enrollment form. Provider may require photo identification before releasing the Child.

3.2 Changes. Parent will keep the list of authorized persons and emergency contacts current and will notify Provider in writing of any change, including any court order affecting custody or pickup.

3.3 Custody orders. Absent a valid court order provided to Provider, Provider will treat each Parent or legal guardian as authorized. Provider will follow a court order once it has a copy, but is not responsible for interpreting or enforcing private custody disputes.

3.4 Sign-in and sign-out. Parent or the authorized person will sign the Child in and out as required by Provider and applicable licensing rules.

4. Health, Safety, and Medical Care

4.1 Illness policy. Parent will keep the Child home when the Child is ill in accordance with Provider's illness policy and applicable health guidance, and will promptly retrieve the Child if the Child becomes ill during the day.

4.2 Immunizations. Parent will provide and keep current the Child's immunization records as required by applicable law, or a valid exemption where permitted by law.

4.3 Allergies and medication. Parent will inform Provider of the Child's allergies and medical needs. Provider will administer medication only with the Parent's written authorization and consistent with applicable rules and Provider's policy.

4.4 Emergency care. In a medical emergency, Provider will attempt to contact the Parent and emergency contacts, and Parent authorizes Provider to seek emergency medical care for the Child if the Parent cannot be reached promptly. Parent is responsible for the cost of emergency medical care.

4.5 Mandated reporting. Parent understands that Provider's staff are required by law to report suspected child abuse or neglect to the appropriate authorities.

5. Conduct, Discipline, and Behavior

5.1 Discipline. Provider uses positive, age-appropriate guidance consistent with applicable licensing rules. Provider does not use corporal punishment or any prohibited discipline practice.

5.2 Behavior support. If the Child's behavior requires additional support, Provider and Parent will work together on a reasonable plan. If the Child's behavior repeatedly endangers the Child or others and cannot be reasonably accommodated, Provider may suspend or disenroll the Child as described in Section 6.

5.3 Parent conduct. Parent will treat staff, children, and families with respect. Disruptive or abusive conduct toward staff or others may be grounds for termination of enrollment.

6. Term, Withdrawal, and Termination

6.1 Term. Enrollment begins on the start date and continues until terminated by either Party under this Section.

6.2 Withdrawal by Parent. Parent may withdraw the Child on [NUMBER, e.g. 14] days' written notice. Parent remains responsible for tuition through the end of the notice period.

6.3 Termination by Provider. Provider may terminate enrollment on [NUMBER] days' written notice, or immediately for cause, including nonpayment, failure to provide required documents, repeated late pickups, or conduct that endangers children or staff, subject to applicable law.

6.4 Refunds. Prepaid tuition for care not yet provided will be handled as follows: [DESCRIBE REFUND/CREDIT POLICY]. Registration and supply fees are non-refundable except as required by law.

7. Liability and Authorizations

7.1 Standard of care. Provider will care for the Child with the degree of care that a reasonably prudent licensed child care provider would exercise.

7.2 Limitation of liability. To the extent permitted by applicable law, and except for liability arising from Provider's gross negligence or willful misconduct, Provider's liability arising from this Agreement is limited as permitted by law. Nothing in this Agreement limits any liability that cannot be limited under applicable law.

7.3 Photographs and activities. Parent [CONSENTS / DOES NOT CONSENT] to the Child's participation in [FIELD TRIPS / WATER PLAY / [OTHER ACTIVITIES]] and to Provider taking photographs of the Child for [INTERNAL USE / MARKETING] as indicated. Identifiable marketing use requires the Parent's separate written consent.

7.4 Insurance. Provider maintains the insurance required by applicable law and will provide proof on request.

8. General Provisions

8.1 Policies incorporated. Provider's parent handbook and posted policies, as updated from time to time, are part of this Agreement. If a conflict exists, this Agreement controls unless a policy is required by law.

8.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

8.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.4 Entire agreement; amendment. This Agreement, together with Provider's incorporated policies, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties or by Provider's updated policies as permitted above.

8.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PROVIDER

PARENT / LEGAL GUARDIAN

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[RELATIONSHIP TO CHILD]**

Date: _____

Date: _____

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