

The Childcare Center of the Hamptons Child Care Agreement

This Child Care Agreement ("Agreement") is made this _____ day of _____, 20____ by and between the undersigned ("Undersigned") and CCH.

- 1. TERM OF AGREEMENT.** This Agreement shall be effective upon the date hereof and shall continue in effect until termination pursuant and subject to the terms and conditions hereof. Subject to the terms and conditions hereof, upon the happening of any of the following events, this Agreement is terminated:
- a. If CCH elects, upon default by the undersigned of any payments to CCH;
 - b. Upon CCH's written notice to the Undersigned, with or without cause, at any time; or
 - c. Upon Undersigned's option and after at least two (2) weeks' written notice given on a Monday by 6:00 p.m. to CCH, with or without cause; or
 - d. Upon mutual written agreement between the parties to terminate the Agreement. Under any circumstances, the obligations of the Undersigned under paragraph 11, "Default", shall survive the termination of this Agreement.

If a two week notice is not received by Monday at 6pm in the notice will not start until the following Monday and the undersigned will be responsible for another week of tuition.

- 2. CHILD CARE SERVICES.** CCH agrees to provide a space at CCH for each child listed at the end of this Agreement under the designation, "children", and to provide certain services as described below:
- a. Give care to the children when CCH is open for business.
 - b. Provide necessary instructional supplies to Children while at CCH
- 3. BI-WEEKLY TUITION.** The Undersigned agree to pay CCH, **in advance**, a Bi-weekly Tuition during the entire term of this Agreement. The undersigned understand and agree that CCH as the right, immediately upon written notice to Undersigned and for any reason whatsoever to change the Bi-weekly Tuition payable by the Undersigned. The Undersigned further understand and agree that the Bi-weekly Tuition, including any other accrued fees and charges, is owed by them **in full** whether or not the Children attend Active Learning for whatever reason, including but not limited to illness, vacation, holidays or snow days. Tuition is based on a weekly rate and will not be prorated for any reason.
- 4. LATE CHARGES.** The Undersigned understand and agree that if the Weekly Tuition including any other accrued fees and charges, is not paid to CCH on or before the end of business on Tuesday of the week for which the space is reserved for the Children, the Undersigned shall pay, in addition to the Weekly Tuition and other accrued fees and charges a Late Payment Convenience Fee of \$50 for each week that the Weekly Tuition, including any other accrued fees and charges, is unpaid and past due. An additional \$5 maintenance and collection fee will be added each day the account is not paid in full.
- 5. RETURNED CHECK CHARGE.** The Undersigned understand and agree that if any check tendered to CCH is returned unpaid by the bank for whatever reason, the Undersigned shall pay a Returned Check Charge of \$35.00. After two returned checks, payment will be accepted by cashiers check or money order.
- 6. REGISTRATION FEE.** The Undersigned understand and agree that they shall pay **in advance** to CCH nonrefundable registration fee of \$175 per child and each September thereafter.

7. **MATERIAL FEES.** The Undersigned understand and agree that they shall pay a Material Fee of \$75 for each child upon enrollment and each September thereafter.
8. **TRANSPORATION.** The undersigned understand and agree that CCH has no responsibility or obligation for transportation of the Children to or from CCH and that CCH has no responsibility or obligation to provide or arrange “car pool” services. Transportation will be provided for school-age children to and from school and for field trips.
9. **ARRIVAL/DISMISSAL AND LATE PICK-UP FEE.** The Undersigned understand and agree that:
- Children are not permitted at CCH before OPEN TMIE.
 - Children must be accompanied into CCH’S facility by an adult.
 - CCH shall release Children only to persons listed on the Pick-Up Permission form
 - The Undersigned shall pay to CCH a Late Pick-up Fee of **\$5.00 for each minute after 6:00 p.m.** that any of the Children are still remaining at the facility with no exceptions.
 - The Undersigned shall pay to CCH a Late Pick-up Fee of **\$5.00 for each minute after 1 hour** past the time that the Undersigned or someone on the Pick-up Permission form is contacted to come and pick the child up due to illness or other reasons that the child is no longer able to be at the center.
 - The Undersigned shall pay to CCH a Late Pick-up Fee of **\$5.00 for each minute** after 30 minutes that the center has been unable to contact the Undersigned or anyone else on the Pick-Up Permission form for the purpose of picking up a sick child or a child that needs to go home for another reason determined by CCH.
10. **DEFAULT.** The Undersigned understand and agree that they are in default of this Agreement if they fail to make any payments to CCH as required under this Agreement or if they fail to perform under or comply with the provisions of this Agreement of the Parent Handbook, a copy of which has been given to the Undersigned and is incorporated herein by reference.
- If the Undersigned default under this Agreement, the Undersigned shall immediately pay to CCH all amounts that are either owed or due to CCH under the remainder of this Agreement, including but not limited to a **“two week termination fee, and any collection costs and attorney’s fees** incurred by CCH to collect said amounts.
 - If CCH elects, it may immediately terminate all services provided by it under this Agreement, including but not limited to the immediate dismissal of the Children from its facility.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all previous agreements and contracts between the parties hereto, both oral and written, and this Agreement may not be modified except in a writing executed by both parties.
12. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions of this Agreement that are valid under the laws of New York State.
13. **APPLICABLE LAW.** The laws of New York State shall govern the interpretation, construction and enforcement of this Agreement. The courts located in Suffolk County, New York shall have exclusive jurisdiction over all matters concerning this Agreement and will be the proper forums for adjudication of these matters.

14. **ACKNOWLEDGMENT OF PARENT HANDBOOK.** The Undersigned acknowledges that they have received a copy of CCH Parent's Handbook and agree to abide by its policies and provisions. The undersigned also acknowledges that they have received a copy of the DHS licensing regulations.
15. **RELEASE OF CHILDREN.** The undersigned acknowledge that CCH has the right to withhold the release of any child(ren) to anyone whose behavior could place the child(ren) in immediate risk. The undersigned also acknowledges that this clause is a requirement set forth by the Department of Human Services in order for child care centers to receive and maintain a child care license.
16. **PRE-ENROLMENT VISIT.** I hereby acknowledge that my child and I have made a pre-enrollment visit or were unable to do so with the permission of the director or CCH.
17. **GUARANTEED START AGREEMENT.** The registration fee, material fee are due as a non refundable deposit in order to be given a guaranteed start date. The undersigned will be responsible for full fees effective that date, whether or not the child(ren) is in attendance. In the event the child(ren) fail to start on the agreed upon guaranteed start date, fees will automatically be added weekly. Failure to pay these fees by 6:00 PM of the first Tuesday after the guaranteed start date, and by 6:00 PM every subsequent Monday, will constitute a forfeiture of the deposit (as explained above) as well as the child's spot in the center.
18. **LIMITATION OF LIABILITY.** The undersigned understand and agree that CCH shall not be liable under any circumstances for any damages, including any incidental or consequential damages or commercial loss or lost profits, for failure to perform any of its obligations under this Agreement and, further, CCH shall not be obligated to perform under this Agreement nor be responsible for failure to perform if prevented from doing so because of strikes, fire, water, acts of God, storms, governmental actions, or other similar or dissimilar causes beyond CCH'S reasonable control.

If undersigned the undersigned shall further state that they understand that the fees may increase between the date this agreement is signed and the agreed upon guaranteed start date. In the event this happens the undersigned agrees to pay the new rates or forfeit the deposit and the child's guaranteed spot in the center.

Children:

_____	_____
_____	_____
_____	_____

"Undersigned"

Date:_____Signature_____

Date:_____Signature_____

Date:_____

CCH Representative