

AGREEMENT FOR CHILD CARE SERVICE

THIS AGREEMENT made this ____ day of _____ between Creative Kids Club, a division of The DuKiss Corporation, 90 South Commerce Way, Suite 480, Northampton County, Bethlehem, Pennsylvania 18017-8618, hereinafter referred to as the "CLUB" and _____

Hereinafter referred to as the "CLIENT."

In consideration of the mutual promises contained in this contract, CLUB and CLIENT agree to the following terms and conditions:

- 1. CLUB agrees to provide child care services for the following child(ren) at the rates indicated:

Table with 5 columns: Child's Name, Date of Birth, Program, Fee Type, Daily/Weekly Rate

CLIENT understands that the Daily/Weekly Rate is based on the fee schedule at the time the Agreement is signed. CLUB reserves the right to revise the Daily/Weekly Rates from time to time. CLUB agrees to provide CLIENT with 30 days notice before adjusting the Daily/Weekly Rates. Furthermore, the CLIENT understands that if the child is enrolled in Mid-August or September under the "FULL TIME - 52 WEEKS" tuition option and the CLIENT decides to withdraw the child the following June as temporary withdrawal for 8 weeks, the CLIENT agrees that the CLUB is entitled to reclassify the child's enrollment as "ACADEMIC/SEASONAL FULL TIME - MINIMUM 44 WEEKS" and retroactively charge the CLIENT the difference between "FULL Time - 52 WEEKS" and "ACADEMIC /SEASONAL FULL - MINIMUM 44 WEEKS".

- 2. CLUB agrees to provide child care services beginning on _____
3. CLUB and CLIENT agree that either party may terminate this Agreement at anytime by giving to the other party at least "two weeks written notice of intent to terminate" this Agreement. Failure to provide required two weeks written notice will result in tuition being charged until the notice is received and two weeks has expired from the time the written notice is received by the CLUB. The CLIENT agrees to pay all tuition required until the proper notice is received and the notice period has expired. Verbal or telephonic communications regarding a temporary or permanent withdrawal will not be recognized by the CLUB.
4. CLUB and CLIENT agrees that the child(ren) mentioned in item 1, will arrive and depart according to the schedule attached to this Agreement and incorporated into this Agreement by reference and made of this Agreement. If CLIENT selects the Flexible Fee Option, as indicated above, the daily/weekly arrival and departure times will vary and CLIENT agrees to provide CLUB with the child(ren)'s schedule by Tuesday of the preceding week. If the CLIENT under the Flexible Fee Option fails to provide the CLUB with the child's schedule by Tuesday of the preceding week, the CLUB will consider the child's schedule the same as the current week; any changes received will be considered additional days and the CLIENT will be charge accordingly and agrees the additional charges. ANY TIME A CLIENT CHANGES THEIR TYPE OF TUITION PLAN A NEW AGREEMENT FOR CHILD CARE SERVICES MUST BE SIGNED! THE CLIENT CAN NOT MOVE BETWEEN TUITION PLANS EVERY FEW WEEKS. CLIENTS MUST MAKE A MINIMUM COMMITMENT OF 6 (SIX) MONTHS TO A PARTICULAR TUITION PLAN, ANYTHING LESS WILL RESULT IN THE CLIENT BEING CHARGED THE FLEXIBLE DAILY TUITION PLAN RATES.
5. CLUB agrees to furnish to the child(ren) breakfast (if the child arrives at the center prior to 7:45 AM), a midmorning snack, lunch, and an afternoon snack consisting of at least two items from the four basic food groups.
6. CLUB agrees to give assistance to the child(ren) with their personal care as needed.
7. CLUB agrees to provide the child(ren) with an opportunity to rest between 1:00 PM and 3:00 pm on a cot provided by CLUB.
8. CLUB agrees to place the child(ren) in a group of peers based on age and/or special needs determined by the staff.
9. CLUB agrees to involve the child(ren) in a program of play and learning experiences, which are appropriate for the ages of the children enrolled in CLUB. A balance of active and quiet play is provided for, with individual and group activities, which are, geared toward the emotional, social, physical, aesthetic and individual growth of children.
10. CLUB agrees to assume responsibility for the child(ren) after the child(ren) have passed the legally required morning health inspection and has been signed in by a parent, guardian, or designated representative of the child(ren)'s parents or guardians. CLUB shall retain responsibility until the child(ren) are signed out by the parent, guardian, or designated representative of child(ren)'s parents or guardians. CLIENT understands that CLUB will not release the child(ren) to anyone except CLIENT, unless notified in writing by CLIENT or by a telephone call to the Director of CLUB using the code word _____. In addition, the CLIENT authorizes CLUB to release the child(ren) to the individuals indicated on the "Emergency Contact/Parental Consent Form."
11. CLUB agrees to administer physician-prescribed medication only upon written request of the child(ren)'s parents or guardians. The CLUB will also administer non-prescription medication upon written request of the child(ren)'s parents or guardians and written administration instructions from the child(ren)'s physician. However, the medication (physician-prescribed nor non-prescription) must be in its original container. CLUB shall have no responsibility of any kind whatsoever for failure to provide neither requested medication nor the adverse reactions which are caused by the administration of such prescription and non-prescription medication.
12. In the event the child(ren) is/are injured, a parent or guardian shall be contacted if it is the judgment of CLUB's staff that immediate medical attention, beyond basic first aid which CLUB will provide, is necessary. If it is the further judgment of CLUB's staff that the injury is of an emergency nature, paramedics shall be called to the CLUB and a parent or guardian shall be contacted.
13. CLUB agrees to isolate an ill child and give appropriate care until called for by a parent, guardian or designated representative.
14. CLUB agrees to notify the child(ren)'s parent or guardians of a suspected exposure to a communicable disease. CLIENT agrees to notify the CLUB of the child(ren)'s possible exposure to communicable disease.
15. CLUB agrees to make every effort to safeguard personal belongings brought by the child(ren), but shall not be responsible for lost or stolen items.
16. CLUB shall report to CHILDLINE any suspicion of child abuse, sexual or otherwise, neglect, or endangerment of which they may become aware.
17. CLIENT agrees to pay a non-refundable registration fee in the amount of \$75.00 when "Application" for admission is made. The CLIENT also agrees to pay \$75.00 re-enrollment fee each time the child is temporarily withdrawn from the center if they leave their deposit with the CLUB. CLIENT also agrees to pay \$150.00 re-enrollment fee each time the child is temporarily withdrawn from the center if they do not leave their security deposit with the CLUB.

18. CLIENT hereby acknowledges receipt of the "Parent Handbook" which is incorporated herein by reference and made a part of this Agreement, and agrees to abide by the rules and procedures of the Parent Handbook.
19. CLIENT hereby acknowledges that the CLUB will be held harmless for loss or damage of personal items brought into the CLUB's facilities.
20. CLIENT agrees to pay CLUB for its services on the **FRIDAY** prior to the first day of the child care week. CLIENT understands that if payment is not made on the **FRIDAY** prior to the first day of the child care week, CLIENT will be charged a penalty of **\$10.00** on Monday morning of the week of care. If payment is not made within seven (7) days of the due date, the CLUB may withdraw the child(ren) from the center until the tuition, plus late fees are paid in full. **POST DATED CHECKS WILL NOT BE ACCEPTED.**
21. CLIENT agrees to pay CLUB for child care services beyond the daily allowance of 10 hours per day at a rate of **\$10.00** per each hour or any part of hour per child.
22. CLIENT agrees to pay CLUB a charge of **\$30.00** if their check is returned to CLUB for insufficient funds and agrees, if requested by CLUB, to make all future payments in the form of a certified check or money order. Furthermore, if the client makes payment via the ACH Electronic Payment System and the CLUB is notified the demand for payment has been REJECTED, the CLIENT agrees to a surcharge of 10% of the amount that was rejected.
23. If the child(ren) are not picked up by the CLUB's closing time of **6:00 PM** daily, CLIENT agrees to pay a late pick-up fee calculated as follows: **\$10.00** per child for each quarter hour CLIENT is late. If CLIENT is late more than two times during a month, CLIENT agrees to pay CLUB **\$20.00** per child for each quarter hour the CLIENT is late. After a period of six months, the client has not been late picking-up the child, the late pick-up fee will return to **\$10.00** per child per quarter hour.
24. CLIENT understands that there will be no refunds of tuition for days which the child(ren) do not report to CLUB as a result of illness, personal reasons, emergency, or days CLUB is officially closed. Furthermore, CLIENT understands that CLUB will not permit days to be substituted when the child(ren) do not report to the CLUB as result of illness, personal reasons, emergency, or days CLUB is officially closed. If CLIENT has selected the Flexible Fee Schedule option, CLIENT is required to pay for all days scheduled even if the child(ren) does not report to CLUB due to illness, personal reasons, emergency, or when CLUB is officially closed. Furthermore, if CLIENT has selected the Flexible Schedule option, the CLIENT understands that CLIENT must follow the schedule provided pursuant to Paragraph 4 above, and CLUB will not permit days to be substituted when child(ren) do not report to CLUB as a result of illness, personal reasons, emergency days or days CLUB is officially closed.
25. **CLIENT agrees to place on deposit an amount equal to one week's tuition for each child enrolled at CLUB. (This includes the CCIS Co-Pay and the CKC Co-Pay per child. The deposit will be refunded to CLIENT upon the child(ren)'s withdrawal from CLUB and after CLIENT's account has been paid in full. If CLIENT does not meet their contract obligations, they may lose this deposit.**
26. CLIENT while on the premises and property of the CLUB, the undersigned, for themselves, and/or being the legal and acting guardians of the child(ren) covered by this agreement/release and hold harmless The DuKiss Corporation, T/A Creative Kids Club, and their owners, officers, employees, and agents of and from any and all liability, claims, demands, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the child(ren) and or the undersigned, while in or upon the premises upon which Creative Kids Club is conducted, or any premises under the control and supervision of Creative Kids Club, its owners, officers, employees, or agents or in route to or from the said premises, or while at any premises or place when activities sponsored by or participated in by Creative Kids Club, its owners, officers, agents, and employees.
27. CLIENT agrees that participation in physical activities can involve motion, rotation, and height a unique environment and as such carries with it certain assumptions of risk. The undersigned and the child(ren) choose to voluntarily enter upon said premises under the control of Creative Kids Club, knowing their present condition and knowing that said condition might become hazardous and dangerous during the time the child(ren) or the undersigned is upon said premises. The undersigned and the child(ren) voluntarily assume any and all risks of loss, damage, or injury that may be sustained by the child(ren) and/or the undersigned or any property owner by them while on or upon said premises above. Creative Kids Club may, but shall not be obliged to carry insurance on the child(ren) and the existence of insurance shall not change, alter, or increase liability of Creative Kids Club to the child(ren) and the undersigned or affect the terms of this release. In signing the release, the undersigned acknowledges: (a) they have read thoroughly, understands completely the terms of the agreement and release, and signs it voluntarily; and (b) the undersigned signing either for themselves, or as Legal Guardian is, in fact, the true and legal guardian and has the consent of the child(ren).
28. CLUB agrees to provide CLIENT these additional services for the fees indicated: _____
29. CLUB and CLIENT agree that this Agreement shall be terminated if any one or more of the following occur:
The CLUB ceases operation; Death of the Child; Serious illness of the child, preventing regular attendance; The parents or guardians of the child(ren) shall allow their account to become delinquent; Failure of the CLIENT to honor the obligations listed in the Agreement or in the Parent Handbook or attached schedule, or any rules and regulations promulgated or provided by law; The CLUB, in its sole and unfettered discretion, determines that its unable to meet the needs of the child(ren) in which case the CLIENT will be provide with one week's notice; The CLUB, in its sole and unfettered discretion, determines that is not in the best interest of the CLUB or of the child(ren) enrolled at the CLUB, or the children in attendance, in which case the CLIENT will be provided with one week's notice; Failure of the child(ren)'s parents or guardians to cooperate with the CLUB, which the CLUB determines, in its sole and unfettered discretion, is serious enough to warrant termination; and The proper giving of notice to terminate this Agreement pursuant to Paragraph 3 above.
30. If CLIENT's child's behavior becomes violent in nature and results in damage to either the facility or its equipment, CLIENT shall reimburse the CLUB for all cost associated with either repair or replacement of facility or equipment.
31. If CLUB is required to enforce the terms and conditions of this Agreement pertaining to the payment of tuition and fees, CLIENT shall pay, in addition to the charges for services rendered and late payment charges, 15% of the balance of these charges for Attorney's Fees plus Court Costs, but in no event less than \$500.00 for Attorney's Fees.
32. This Agreement is binding on the parties of this Agreement, their respective heirs and assigns.
33. This Agreement, the Parent Handbook and schedules attached to this Agreement constitute the entire Agreement between the parties of this Agreement and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth in this Agreement, the Parent Handbook and the Schedules attached.

WHEREOF, intending to be legally bound, the undersigned have executed this Agreement on the day first written above.

CREATIVE KIDS CLUB (The DuKiss Corporation)

PARENT/GUARDIAN

Director, Officer, or Authorized Representative Responsible for Enrollment

Print Name:

Summary:
 Weekly Tuition: \$ _____
 Weekly Agency Payment \$ _____
 Weekly CCIS Co-Payment \$ _____
 Weekly CKC Co-Payment \$ _____
 Security Deposit \$ _____

Print Name: