

**SHILOH BAPTIST CHURCH PRESCHOOL
2010-2011 SCHOOL YEAR
CHILD CARE AGREEMENT**

This Child Care Agreement is made this _____ day of _____, 20____ by and between the undersigned (Parent/Guardian) and Shiloh Baptist Church Preschool.

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:

- If Shiloh Baptist Church Preschool elects, upon default by the undersigned of any payments to Shiloh Baptist Church Preschool;
- Upon Shiloh Baptist Church Preschool's written notice to the Undersigned, with or without cause, at any time; or
- Upon mutual written agreement between the parties to terminate the Agreement; or
- Upon Undersigned's option and after at least two (2) weeks' written notice given on a Monday by 6:00 p.m. to Shiloh Baptist Church Preschool, with or without cause.

If a two week notice is not received by Monday at 6pm by the parents, the two week period will not start until the following Monday and the undersigned will be responsible for another week of tuition. Shiloh Baptist Church Preschool can give notice to terminate services at any time; will provide at least a one week notice in certain circumstances.

CHILD CARE SERVICES: Shiloh Baptist Church Preschool agrees to provide a space at Shiloh Baptist Church Preschool for the child listed at the end of this Agreement and to provide certain services as described below:

- Give care to the children when Shiloh Baptist Church Preschool is open for business.
- Provide two (2) snacks to the child each day.
- Provide necessary instructional supplies to children while at Shiloh Baptist Church Preschool.

WEEKLY TUITION: The Undersigned agrees to pay Shiloh Baptist Church Preschool, **in advance**, a Weekly Tuition of \$ _____ during the entire term of this Agreement. The undersigned understand and agree that Shiloh Baptist Church Preschool has the right, immediately upon written notice to Undersigned and for any reason whatsoever to change the Weekly Tuition payable by the Undersigned. The Undersigned further understands and agrees that the Weekly Tuition, including any other accrued fees and charges, is owed by them **in full** whether or not the children attend preschool for whatever reason, including but not limited to illness, vacation, holidays or hurricane days. Tuition is based on a weekly rate and will not be prorated for any reason.

DEFAULT: The Undersigned understands and agrees that if they are in default of this Agreement or if they fail to make any payments to Shiloh Baptist Church Preschool 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 defaults under this Agreement, the Undersigned shall immediately pay to Shiloh Baptist Church Preschool all amounts that are either owed or due to Shiloh Baptist Church Preschool 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 Shiloh Baptist Church Preschool to collect said amounts.
- If Shiloh Baptist Church Preschool 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.

ARRIVAL/DEPARTURE:

The Undersigned understands and agrees to the following:

- Children are not permitted at Shiloh Baptist Church Preschool before 6:30am.
- Children must be accompanied into Shiloh Baptist Church Preschool's facility by an adult.
- Shiloh Baptist Church Preschool shall release children only to persons listed on the Pick-Up Permission form.
- The Undersigned shall pay to Shiloh Baptist Church Preschool a Late Pick-up Fee of **\$2.00 per minute after 6:00pm** that their child is still remaining at the facility. NO EXCEPTIONS.
- The Undersigned shall pay to Shiloh Baptist Church Preschool a Late Pick-up Fee of **\$2.00 per minute after 12:00noon** if their child is on a half day program and their child has not been picked up by the above said time. NO EXCEPTIONS
- The Undersigned shall pay to Shiloh Baptist Church Preschool a Late Pick-up Fee of **\$2.00 for each minute after 30 minutes** 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. NO EXCEPTIONS.
- The Undersigned shall pay to Shiloh Baptist Church Preschool a Late Pick-up Fee of **\$2.00 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 Shiloh Baptist Church Preschool.

LATE CHARGES: The Undersigned understands and agrees that if the Weekly Tuition including any other accrued fees and charges, is not paid to Shiloh Baptist Church Preschool by Tuesday morning before 8:00am, of the week for which the space is reserved for current week, the Undersigned shall pay, in addition to the Weekly Tuition and other accrued fees and charges, a Late Payment of \$5.00 PER DAY.

RETURNED CHECK CHARGE: The undersigned understands and agrees that if any check tendered to Shiloh Baptist Church Preschool is returned for insufficient funds, they shall pay a returned check charge of \$25.00. After two returned checks, payment will be accepted by cashiers check, cash or money order.

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REGISTRATION FEE: The Undersigned understands and agrees that they shall pay **in advance** to Shiloh Baptist Church Preschool nonrefundable registration fee of \$50 per child every school year.

SUPPLIES: The Undersigned understands and agrees that they shall provide supplies for their child at the beginning of every school year as requested in the supply list provided by the center. The Undersigned also agrees to provide on-going supplies for their child, including but not limited to, diapers, pull ups, wipes, and tissues.

TRANSPORTATION: The undersigned understands and agrees that Shiloh Baptist Church Preschool has no responsibility or obligation for transportation of the children to or from Shiloh Baptist Church Preschool and that Shiloh Baptist Church Preschool has no responsibility or obligation to provide or arrange "car pool" services. The undersigned understands that staff members are prohibited from providing transportation for enrolled children.

LIMITATION OF LIABILITY: The undersigned understands and agrees that Shiloh Baptist Church Preschool 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, Shiloh Baptist Church Preschool 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 Shiloh Baptist Church Preschool's reasonable control.

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 this State.

APPLICABLE LAW: The laws of the State of Florida shall govern the interpretation, construction and enforcement of this Agreement. The courts located in Hillsborough County, this State shall have exclusive jurisdiction over all matters concerning this Agreement and will be the proper forums for adjudication of these matters.

ACKNOWLEDGMENT OF PARENT HANDBOOK: The Undersigned acknowledges that they have received a copy of Shiloh Baptist Church Preschool Parent's Handbook and agree to abide by its policies and provisions.

RELEASE OF CHILDREN: The undersigned acknowledges that Shiloh Baptist Church Preschool has the right to withhold the release of any child to anyone whose behavior could place the child in immediate risk. The undersigned also acknowledges that this clause is a requirement set forth by the Department of Children and Families in order for child care centers to receive and maintain a child care license.

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.

I understand that by signing below I am entering into a Child Care Agreement between the Undersigned (Parent) and Shiloh Baptist Church Preschool in regards to the child listed below.

Child's Name: _____

Date of Birth: _____

Undersigned (Parent/Guardian) Signature

Director Signature

Undersigned (Parent/Guardian) Printed Name

Director Printed Name

Date

Date