

# CHILD CARE SERVICES AGREEMENT

THIS AGREEMENT FOR CHILD CARE SERVICES (this "Agreement") dated this

\_\_\_\_\_

BETWEEN

\_\_\_\_\_ of \_\_\_\_\_,  
\_\_\_\_\_, Alabama, \_\_\_\_\_  
(the "Customer")

**OF THE FIRST PART**

- AND -

\_\_\_\_\_ of \_\_\_\_\_,  
\_\_\_\_\_, Alabama, \_\_\_\_\_  
(the "Child Care Provider")

**OF THE SECOND PART**

## **BACKGROUND:**

- A. The Customer is of the opinion that the Child Care Provider has the necessary qualifications, experience and abilities to provide childcare services to the Customer.
- B. The Child Care Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

### **Services Provided**

1. The Customer hereby agrees to engage the Child Care Provider to provide the Customer with services (the "Services") consisting of \_\_\_\_\_ . The Services will also include any other tasks which the parties may agree on. The Child Care Provider hereby agrees to provide such Services to the Customer.

### **Term of Agreement**

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as

provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

### **Compensation**

3. For the services rendered by the Child Care Provider as required by this Agreement, the Customer will pay to the Child Care Provider compensation amounting to \$ \_\_\_\_\_ per hour.
4. This compensation will be payable upon completion of the agreed to services.
5. The Customer is entitled to deduct from the Child Care Provider's compensation any applicable deductions and remittances as required by law.

### **Confidentiality**

6. The Child Care Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Child Care Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. The Child Care Provider further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the Customer, without the prior written consent of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

### **Assignment**

7. The Child Care Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

### **Capacity/Independent Contractor**

8. It is expressly agreed that the Child Care Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Child Care Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

### **Modification of Agreement**

9. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

#### **Local Regulation Compliance**

10. Both parties agree that the Child Care Provider's service is in compliance with all local childcare regulatory requirements.

#### **Authorization to Treat a Minor**

11. The Child Care Provider will be furnished with the necessary documentation so that they may sanction medical care for the child/children in the event of an emergency and the parent(s) cannot be reached.

#### **Time of the Essence**

12. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **Entire Agreement**

13. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **Duty of Care**

14. The Child Care provider under the provisions of this Agreement, accepts a general duty of care wherever reasonable and necessary.

#### **Limitation of Liability**

15. It is understood and agreed that the Child Care Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

#### **Currency**

16. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

**Governing Law**

17. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

18. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**IN WITNESS WHEREOF** the parties have duly executed this Child Care Services Agreement this \_\_\_\_\_ .

SIGNED, SEALED AND DELIVERED  
in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_