

CHILD CARE CONTRACT

THIS CHILD CARE CONTRACT (the "Contract") is dated this _____ day of _____, _____.

CLIENT

(the "Client")

CHILD CARE PROVIDER

Building Blocks Early Learning LLC
2090 Crain Highway, Waldorf, MD 20601

(the "Child Care Provider")

BACKGROUND

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

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Child Care Provider (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Child Care Provider to provide the Client with the following services (the "Services"):
 - Services include meals of breakfast, lunch, and snack. FrogStreet curriculum, outdoor play twice a day (weather permitting), social skills with children age group appropriate, and much more..
2. 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 Client.

TERM OF CONTRACT

3. The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect indefinitely until terminated as provided in this Contract.
4. In the event that either Party wishes to terminate this Contract, that Party will be required to

provide seven days' written notice to the other Party.

5. In the event that either Party breaches a material provision under this Contract, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Contract may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Contract, the obligations of the Child Care Provider will end upon the termination of this Contract.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

AUTHORIZATION TO TREAT A MINOR

9. 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.

DUTY OF CARE

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

LIMITATION OF LIABILITY

11. 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

12. Except as otherwise provided in this Contract, all monetary amounts referred to in this Contract are in USD (US Dollars).

COMPENSATION

13. The Child Care Provider will charge the Client for the Services as follows (the "Compensation"):
 - Infants \$350/week
 - Toddlers \$325/week
 - 2's \$300/week
 - Pre-K3 \$275/week
 - Pre-K4 \$250/week
 - School-age \$175/week during school

\$225/week summer.

14. Invoices submitted by the Child Care Provider to the Client are due upon receipt.
15. The Child Care Provider will not be reimbursed for any expenses incurred in connection with providing the Services of this Contract.

INTEREST ON LATE PAYMENTS

16. Interest payable on any overdue amounts under this Contract is charged at a rate of 25.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

CONFIDENTIALITY

17. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
18. The Parties each agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information belonging to the other Party which they have obtained through the operation of the Contract, except as authorized by that Party or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Contract.

RETURN OF PROPERTY

19. Upon the expiration or termination of this Contract, the Child Care Provider will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

20. In providing the Services under this Contract it is expressly agreed that the Child Care Provider is acting as an independent contractor and not as an employee. The Child Care Provider and the Client acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Child Care Provider during the Term. The Child Care Provider is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Child Care Provider under this Contract.

NO EXCLUSIVITY

21. The Parties acknowledge that this Contract is non-exclusive and that either Party will be free,

during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

22. All notices, requests, demands or other communications required or permitted by the terms of this Contract will be given in writing and delivered to the Parties at the following addresses:

a. _____

b. Building Blocks Early Learning LLC
2090 Crain Highway, Waldorf, MD 20601

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the termination of this Contract.

ADDITIONAL CLAUSES

24. Tuition is due no later than Monday morning of each week.

25. A \$25/day late fee will incur until the full tuition is paid.

26. You will be required to fill out a schedule for your child's needs, and follow the schedule so that we can schedule staff accordingly. If you go over the schedule that you agreed to, we will allow a 15 minute grace period and then a \$5/minute late fee will incur until you arrive to pick up your little one(s).

MODIFICATION OF CONTRACT

27. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party

or an authorized representative of each Party.

TIME OF THE ESSENCE

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

ENTIRE AGREEMENT

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

ENUREMENT

30. This Contract will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

GENDER

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

33. This Contract will be governed by and construed in accordance with the laws of the State of Maryland.

SEVERABILITY

34. In the event that any of the provisions of this Contract 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 Contract.

WAIVER

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

_____ (Client)

Building Blocks Early Learning LLC

Per: _____ (Seal)

Officer's Name: _____