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 License #426203415

Provider – Parent Contract

I agree to enroll my child _____ in **Bright Start Child Development Center** (“Bright Start”) beginning _____. The completion and execution of this Provider-Parent Contract (“Contract”) is a binding agreement and commitment between Bright Start and the parents or guardian (“Parents”) of the child identified above, subject and pursuant to the terms and conditions set forth below.

Care will normally begin at: ___ 8:00am ___ 8:30am
 And will normally end at: ___ 12:30pm ___ 4:30pm
 On days: ___ Mon ___ Tue ___ Wed ___ Thu ___ Fri

Care will include one snack. **Parents** will provide a sack lunch for their child or children. Parents will provide diapers/pull-ups and wipes for all children in diapers or in the process of potty training.

The charge for care of _____ is \$ _____.

Payment option chosen: _____ Two (2) Payments/Year _____ Four (4) Payments/Year.

Any additional time other than contracted for will be billed. This charge will be included in your monthly bill.

There will be a charge of \$1.00 for every one (1) minute if your child is picked up after 12:30 p.m., 4:30 p.m. depending on what time you’re contracted for. This charge will be included in your monthly bill.

ENROLLMENT DEPOSIT

To enroll your child in Bright Start there is a one-time non-refundable registration fee in the amount of \$200 due at the time of registration. In addition, a tuition deposit equal to one month of tuition must be remitted within ten (10) days of receipt of your child’s acceptance. This is a non-refundable fee and will be applied to the last month of your child’s stay with us.

TUITION AND FEES

Payment is due on the first day of each month. There will be a late charge of \$100 if your payment is made after the 5th day of the month. Further, a family whose payment falls behind one week (5 business days after the payment due date) will not be able to send their child to school until their account is up to date. Multiple delinquencies of more than 5 business days, or



a single delinquency that lasts into the following month, may be grounds for removal at the Bright Start's sole discretion. There is a charge of \$15 for any returned checks. Cash or Cashier's Checks will be required if your check is returned more than twice for insufficient funds.

In addition to monthly tuition, there is an annual insurance fee of \$120 and an annual materials fee of \$500 to be paid every September.

There will be a thirty-day written notice to the Parent of any basic rate change.

Payment obligation is based on the hours you contract to use the child care, not the actual hours attended. This includes sick time, vacation and days off when the school is closed for holidays. Upon signing this contract, Parents acknowledge and agree that they are jointly and individually obligated to pay all tuition and fees due under this Contract and that this obligation is unconditional and applies whether or not your child is in attendance during the subject period.

DISRUPTION OF SCHOOL OPERATIONS

Bright Start expects to operate its educational program, including classes, programs, activities and events, during the 2020-2021 school year. Parents understand that events beyond Bright Start's control (including, without limitation, natural disasters or public health emergencies), may necessitate a temporary or extended cessation of all or part of its operations, result in a change in its operations or operating hours, the manner in which it provides the educational services and/or a change in the facilities in which it offers its programming. In the event Bright Start's operations are disrupted for any reason (including, without limitation, natural disasters or public health emergencies), Bright Start shall be entitled, in its sole discretion, to immediately and without notice, suspend its duties, obligations, and performance under this Contract. Parents acknowledge and agree that: (i) a majority of Bright Start's expenses and obligations are incurred on an annual basis, (ii) financial commitments for Bright Start's services are made in advance of the school year based upon anticipated enrollment, and (iii) Bright Start's operating expenses are not meaningfully reduced resulting from a modification or cessation of services. In the event Bright Start elects to cease operations due to a natural disaster or health emergency (including the COVID-19 pandemic), whether on a temporary or extended basis, parents' payment obligations will remain the same, except that Bright Start may, though is not required to, discount or waive future tuition payments during certain periods of interruption to the extent it is able to do so while still meeting core operating expenses. Completed tuition payments are non-refundable, regardless of the circumstances. Please note that should the school be forced to close as described above, based on government or licensing orders or recommendations, we will move to our online program until we are cleared to reopen the campus.

CANCELLATION

Parents understand that they may cancel or amend this Contract by giving Bright Start written notice of cancellation or amendment signed by all signatories to this Contract by no later than sixty (60) days prior to the last day of enrollment. Parents are responsible for payment for the full 60 days from the date of notice, whether or not the child attends school. Further, Parents are not entitled to any refunds upon cancellation. Schedule changes must be provided in writing no less than thirty (30) days prior to the first day of any schedule change.



PARENT CONTRACT

Parents agree that, by entering into and executing this Contract, they have received and read the Parent Handbook and agree to comply with all the rules, policies, standards and responsibilities set forth therein. Parents further acknowledge that from time to time the Parent Handbook may be amended and/or revised at Bright Start's sole discretion and continued enrollment of your child at Bright Start shall serve as your acknowledgment and agreement to any such amendments and/or revisions.

HEALTH AND SAFETY

The health and safety of our Bright Start community is of paramount importance to us. Parents agree and consent to their enrolled child's participation in all Bright Start classes, programs, and activities. Parents acknowledge and understand the risks of illness (including without limitation COVID-19), accident, serious injury, and even death from participation in such classes, programs, and activities. With full understanding of such risks, Parents on behalf of themselves and their enrolled children, release Bright Start and its director, employees, and agents, from any and all liability for any illness or injury incurred by the child at Bright Start and while participating in Bright Start's classes, programs, and activities arising out of the ordinary negligence of Bright Start, and their director, employees, and agents. Compliance with the illness policies set forth in the Parent's Handbook are paramount and repeated violations of that policy can result in suspension or expulsion.

LICENSING AND FACILITIES INSPECTION

The California Department of Licensing shall have the authority to interview children or staff and to inspect and audit Bright Start's records without prior consent. Bright Start may be required to make provisions for private interviews with any child(ren), or any staff member, and for the examination of all records relating to the operation of Bright Start's facilities.

Further, the California Department of Licensing shall have the authority to observe the physical condition of the children, including conditions which could indicate abuse, neglect, or inappropriate placement; and to have a licensed medical professional physically examine the child(ren). Bright Start is not obligated to provide Parents with any such advance notice of pending inspections nor provide Parents with any findings or reports resulting from any such inspections.

PROMOTIONAL PHOTOS

Parents authorize Bright Start to use Student's name, photo, image, or likeness in any manner, including but not limited to, Bright Start school materials, school publications and newsletters, published and distributed in any form. Bright Start may want to share photographs of your child's artifacts or creations on the Bright Start website, newsletter or in promotional materials, to which your consent is hereby granted by executing this Contract.

LEGAL ACTION

Bright Start reserves the right to take appropriate legal action to enforce the terms of this Contract. The prevailing party shall recover its costs and attorneys' fees in such action.

PARENT CONTACT INFORMATION

Parents are each required to keep their current home address, cell phone, home phone, work phone number, and email address on file with Bright Start. This information may be used for



emergency contacts, standard communications, or other important purposes. If either Parents' current home address, cell phone, home phone, work phone numbers, or email address changes, the Parent with the changed information must inform Bright Start within 5 business days. Parents agree to respond promptly to all communications from Bright Start, its Director and its employees.

CHILDREN MAY BE TAKEN FROM THE CENTER ONLY BY THE PERSON(S) LISTED BELOW.

TOTAL AGREEMENT OF THE PARTIES

This Contract constitutes the full and complete agreement between the Parents and the School and supersedes any prior written or oral agreements between the parties. No other verbal or written agreement shall alter any provision of the Contract unless Parents and Bright Start agree in writing. Bright Start and Parents agree this Contract shall be interpreted and governed by the laws of the State of California and that Santa Barbara County shall be the venue for resolution of all disputes. Unless one parent has had his/per parental rights termination by court order, both living parents must sign this Contract.

I have read the above Provider-Parent Contract, as well as the Bright Start Child Development Center Handbook which lists all policies and procedures, and I agree to all terms.

Signed _____ Date _____
(Parent or Guardian)

Signed _____ Date _____
(Parent or Guardian)

Signed _____ Date _____
(Director of Bright Start)