

# Children At Play Event Childcare, LLC

---

## Terms and Conditions of Service

*(For Clients and Parents/Guardians)*

---

These Terms and Conditions (“Agreement”) govern all event childcare services provided by Children At Play Event Childcare, LLC, a Michigan limited liability company (hereinafter, “CAPEC”), and are hereby binding upon the Client (defined as the individual or organization contracting CAPEC for event childcare services) and the Parent or Legal Guardian of any child enrolled for such services. Collectively, these parties shall be referred to herein as “the Parties.”

By submitting payment, signing a service agreement or waiver, or allowing a child to participate in CAPEC services, the Parties confirm that they have read, understood, and voluntarily agreed to the following provisions:

### SECTION I: CLIENT TERMS

#### 1. RESERVATIONS AND BOOKING

1.1 A non-refundable booking fee in an amount determined by CAPEC is due at the time of contract execution to reserve the event date and service hours.

1.2 Final payment in full shall be due no later than forty-five (45) calendar days prior to the scheduled event date. Failure to comply shall result in automatic cancellation of services without refund or further obligation from CAPEC.

1.3 For events scheduled less than forty-five (45) days in advance, the entire payment must be made in full at the time of booking.

#### 2. CHILD COUNT POLICY (NON-REDUCIBLE GUARANTEE)

2.1 Upon confirmation and execution of this Agreement, the Client shall declare a guaranteed minimum number of children to be cared for during the event (the “Guaranteed Child Count”).

2.2 The Guaranteed Child Count is binding and irrevocable. Under no circumstances may the Client reduce the child count for the purposes of adjusting staffing or lowering cost obligations.

2.3 Should the Client wish to increase the child count, such request may be submitted no later than forty-five (45) days prior to the event date, contingent on CAPEC’s approval and subject to available staff.

2.4 Any increases made within forty-five (45) days of the event shall be subject to an additional surcharge of Five and 00/100 Dollars (\$5.00) per hour, per child.

### **3. CAREGIVER-TO-CHILD RATIOS**

3.1 CAPEC shall staff all events according to the following caregiver-to-child ratios, which shall not be exceeded:

- Infants (6 weeks – 1 year): 1:2
- Toddlers (2 years): 1:3
- Preschool (3 – 5 years): 1:5
- School-age (6 – 12 years): 1:8

3.2 CAPEC reserves the right to increase staffing or adjust service structure as necessary to maintain these safety ratios.

### **4. SERVICE MINIMUMS AND ADDITIONAL FEES**

4.1 CAPEC enforces a mandatory service minimum of four (4) consecutive hours and a minimum of ten (10) children per event.

4.2 Events held between the hours of 12:00 A.M. and 8:00 A.M. (local time) shall incur an additional fee of Five and 00/100 Dollars (\$5.00) per child, per hour.

4.3 Services exceeding eight (8) total hours shall be subject to an extended care surcharge of Ten and 00/100 Dollars (\$10.00) per child, per hour.

4.4 The Client shall also be responsible for:

- One (1) vendor meal per caregiver;
- All parking fees or access charges associated with the venue.

4.5 Late pick-up fees shall be paid immediately via Venmo or another approved digital method upon invoice delivery.

### **5. CANCELLATION AND REFUND POLICY**

5.1 The Client may cancel services by providing written notice to CAPEC. The following cancellation terms shall apply:

- Cancellations made at least thirty (30) calendar days in advance of the scheduled event shall be eligible for a refund equal to fifty percent (50%) of the total service fee, excluding the non-refundable booking fee.
- Cancellations made within thirty (30) calendar days of the scheduled event date shall be non-refundable.

5.2 CAPEC shall not be liable for any refund, in whole or in part, for cancellations due to circumstances beyond the Client's control, including but not limited to:

- Natural disasters,
- Venue closures,
- Government restrictions, including those related to COVID-19 or other public health emergencies.

At CAPEC's sole discretion, rescheduling may be offered as an alternative; however, refunds are not guaranteed.

## **6. VENUE REQUIREMENTS**

6.1 The Client shall ensure that restrooms are located in close proximity to the childcare area and are accessible throughout the duration of services.

6.2 The Client shall ensure that the childcare area is furnished with a sufficient number of appropriately sized tables and chairs to accommodate children during structured activities and meals.

6.3 The Client shall provide a functioning television and all necessary audiovisual equipment. This requirement is mandatory for all events and is a standard provision of CAPEC's childcare service model.

6.4 CAPEC reserves the right to modify activities or staffing plans if restrooms are not reasonably located near the care area or if the space is not adequately equipped for the planned childcare setup.

## **SECTION II: PARENT OR LEGAL GUARDIAN TERMS**

### **7. HEALTH, ILLNESS, AND SAFETY POLICIES**

7.1 CAPEC will not admit or retain any child in care who exhibits signs of illness, including but not limited to fever, rash, vomiting, diarrhea, or symptoms of any contagious disease. CAPEC retains sole discretion in determining whether a child poses a health risk to others.

7.2 CAPEC does not administer medication. In the event a child requires medication or medical attention, the parent or authorized emergency contact shall be contacted immediately.

7.3 All CAPEC caregivers:

- Are subject to criminal background checks and drug screening;
- Maintain CPR, First Aid, and AED certifications;
- Are trained in emergency response, hygiene, and child engagement protocols.

## **8. FOOD, BEVERAGE, AND PERSONAL SUPPLIES**

8.1 CAPEC does not provide, heat, or prepare any food or beverage.

8.2 Parents and/or the event Client must provide meals and snacks that are:

- Fully prepared and ready to serve,
- Stored in thermoses if warming is required,
- Clearly labeled with each child's full name.

8.3 Infant bottles must be:

- Pre-mixed and stored in insulated coolers with ice packs;
- Labeled with name, contents, and date;
- Supplied with individual nipples. CAPEC does not sanitize bottles or feeding items.

8.4 Although CAPEC strives to maintain a nut-free environment, no guarantee is made as to the allergen-free status of the event venue or outside food provided.

8.5 Each child must bring a complete change of clothing and any necessary diapers, wipes, or comfort items, all clearly labeled.

## **9. SIGN-IN, SIGN-OUT, AND SECURITY PROTOCOLS**

9.1 At drop-off and pick-up, the Parent or Guardian must present a valid photo ID and must provide the corresponding CAPEC-issued claim card that matches the child's assigned wristband ID number.

9.2 Children shall only be released to adults presenting a matching identification number, unless otherwise authorized in advance in writing.

9.3 A Childcare Liability Waiver Form must be completed and signed for each child prior to participation.

## **10. BEHAVIORAL EXPECTATIONS AND DISCIPLINE**

10.1 CAPEC promotes a child-safe environment by using positive redirection and behavioral guidance strategies.

10.2 In the event of disruptive, aggressive, or unsafe behavior:

- Parents will be notified to intervene immediately in person or via phone.
- If inappropriate behavior persists after intervention or within fifteen (15) minutes, the child must be removed from care.

- No refunds will be issued for removal due to behavioral issues.

### **11. LATE PICK-UP POLICY**

11.1 The following late fees shall apply if a child remains in CAPEC's care after the posted closing time:

- 1–5 minutes: No charge

- 6–10 minutes: \$10.00

- 11–15 minutes: \$20.00

- 16–20 minutes: \$30.00

- 21–25 minutes: \$40.00

- 26–30 minutes: \$50.00

- 31+ minutes: \$100.00, and notification of law enforcement.

11.2 Late fees are due immediately via Venmo or another digital payment method approved by CAPEC.

## **SECTION III: GENERAL TERMS**

### **12. MEDIA RELEASE CONSENT**

12.1 CAPEC respects the privacy of all children and families. No photographs, video recordings, or media of children shall be taken, used, or distributed by CAPEC for promotional or internal purposes without the express written consent of the Parent or Legal Guardian.

12.2 A Media Release Form will be provided to each parent or legal guardian, offering the opportunity to grant or deny consent for any form of media use involving their child. Consent or denial must be indicated in writing prior to the start of care services.

12.3 CAPEC shall comply fully with all parental preferences regarding media and photography as documented in the signed Media Release Form.

### **13. LIMITATION OF LIABILITY**

13.1 Children At Play Event Childcare, LLC shall not be held liable or responsible for any lost, stolen, or misplaced personal belongings brought to the event by parents, guardians, or children.

13.2 CAPEC shall not be held liable for any injuries, damages, or incidents caused by:

- Any allergic reaction, foodborne illness, or health-related incident arising from third-party food or environmental factors;

- Other children present at the event;
- Parents, guardians, guests, or attendees not under the direct supervision of CAPEC;
- Independent contractors working on behalf of CAPEC acting outside the scope of CAPEC's written policies, procedures, or instructions.

#### **14. FORCE MAJEURE**

CAPEC shall not be held liable for failure to perform services due to acts beyond its control, including but not limited to:

- Acts of God (e.g., hurricanes, floods, fires),
- Acts of terrorism, war, or riots,
- Governmental actions or pandemic-related restrictions.

#### **15. GOVERNING LAW**

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Michigan, without regard to conflict of law principles. To the extent applicable, federal law of the United States shall apply.

#### **16. ENTIRE AGREEMENT**

These Terms and Conditions, together with the executed Service Agreement and any signed waivers or registration forms, represent the entire understanding between CAPEC and the Parties. No verbal or written representation not contained herein shall be binding unless made in a written amendment executed by all Parties.

#### **ACKNOWLEDGEMENT**

By contracting CAPEC services and/or registering a child for care, the undersigned Client and Parent or Legal Guardian affirm that they have reviewed and fully understand these Terms and Conditions and accept them without modification.

Client Name (Print): \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name (Print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_