

Make Sure Your Contract is Clear

Have you ever given a parent a break and not enforced your late fee or some other term of your contract? If so, you should include the following language in your contract:

Failure to enforce any term or provision in this contract does not invalidate that provision, term, or any other provision or term of this contract.

If you want to begin to enforce the contract term immediately, write an addendum to your contract, with the following language, have the parents sign it, and give them a copy:

Effective immediately, all terms of the contract signed on _____ (fill in date contract signed) will be enforced as written.

Another contract tip. Consider the following language:

Fees incurred due to returned or nonpayment of checks will be the sole responsibility of the parents.

Add or edit the following language to fit with your situation:

Any additional costs due to returned checks will be due within 3 days of notice to you and are subject to late payment fees.

For all of the contract language cited above, if you want to add any of the statements to your contract you can either rewrite your contract or draft an addendum, have your parents date and sign it, make a copy for the parents, and keep the original with the contract.

If the parents are not living in the same house, but share child care expenses, be sure to go over your contract with both parents. Have both parents sign the contract. This will make it easier to enforce the terms with both parents. This is good practice even with parents who live in the same house. Even parents who are "happily married" split or just might disagree with the terms when it comes time to enforcing your contract.

This handout was produced by Resources for Child Caring (www.resourcesforchildcare.org). For additional family child care business publications, contact Resources for Child Caring's publishing division, Redleaf Press, at 800-423-8309 or visit www.redleafpress.org