

State of _____

DAYCARE SERVICES AGREEMENT

This Services Agreement (this "Agreement") is entered into as of the ____ day of _____, 20____, by and among/between:

Service Provider(s): _____ [Name], located at _____ [Address] (collectively "Service Provider") and

Buyer(s): _____ [Name], located at _____ [Address] (collectively "Buyer").

Each Service Provider and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. Services. Service Provider agrees to provide and Buyer agrees to purchase the following services for the specific projects described below:

Description of Services	Number of Projects	Price per Project
		\$
		\$
		\$
		\$
		\$
		\$

2. Purchase Price. Buyer will pay to Service Provider and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of \$_____.

Unless otherwise stated, (Check one) ☐ Service Provider ☐ Buyer shall be responsible for all taxes in connection with the purchase of Services in this Agreement.

3. Payment. Payment for the Services will be by: (Check on)

- | | |
|--|---|
| <input type="checkbox"/> Cash | <input type="checkbox"/> Credit or debit card |
| <input type="checkbox"/> Personal check | <input type="checkbox"/> Wire transfer |
| <input type="checkbox"/> Cashier's check | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Money order | |



according to the following schedule: (Check all that apply)

- ☐ **Amount previously paid by the Buyer.** \$_____ previously paid by Buyer.
- ☐ **Down payment.** \$_____ upon the execution of this Agreement.
- ☐ **Payment for the Services.** Full payment: \$_____ upon the completion of the services. OR Installments: \$_____ on _____ [Due day of installment payments], until the purchase price has been paid in full.

4. Right of Inspection. (Check one)

- ☐ There is NO right to inspection.
- ☐ Buyer shall be allowed to examine the final products once received and shall do so within _____ days after the receipt of the final products. In the event that Buyer discovers any problems, shortcomings, errors, or other nonconformance of the services, Buyer shall notify Service Provider within _____ days after completion of the services or discovery of the problems, whichever is sooner. Failure to notify Service Provider by such date shall constitute an acceptance of Services. In the event the services do not meet the standards of this contract, Buyer may at its option: (Check all that apply)
 - ☐ Request one revision of the product provided
 - ☐ Terminate the contract following payment for 50% of the services

The above shall be the sole remedies of Buyer and only obligations of Service Provider with respect to any Services.

5. Security Interest. Buyer hereby grants to Service Provider a security interest in any final products resulting from said services, until Buyer has paid Service Provider in full. Buyer shall sign and deliver any document needed to perfect the security interest that Service Provider reasonably requests.

6. Force Majeure. Service Provider shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Service Provider's reasonable control.

7. Limitation of Liability. Service Provider will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Service Provider has been advised of the possibility of any such damage. In no event will Service Provider's liability exceed the price paid by Buyer for the Services giving rise to the claim or cause of action.

8. Assignment. (Check one)

- ☐ SERVICE PROVIDER needs permission to assign to a third party. Seller may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior



written consent of the Buyer. Any purported assignment of rights or delegation of performance in violation of this section is void.

☐ BUYER needs permission to assign to a third party. Buyer may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of Service Provider. Any purported assignment of rights or delegation of performance in violation of this section is void.

☐ BOTH Service Provider and Buyer need permission to assign to a third party. Either Party may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.

☐ Either Party does NOT need permission to assign its rights to a third party.

9. Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

10. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of _____, not including its conflicts of law provisions.

11. Disputes. Any dispute arising from this Agreement shall be resolved through: (Check one)

☐ Court litigation. Disputes shall be resolved in the courts of the State of _____.
(Check if applicable)

☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

☐ Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

☐ Mediation.

☐ Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

12. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

13. Notices. Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered



mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

14. Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

15. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

16. Other. _____

RIGHT TO CANCEL (Check one)

☐ YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

☐ THE BUYER DOES NOT HAVE THE STATUTORY RIGHT TO CANCEL THIS TRANSACTION.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

Buyer Signature

Buyer Full Name

Buyer Signature

Buyer Full Name



Service Provider Signature

Service Provider Full Name

Service Provider Signature

Service Provider Full Name

