



OUTSIDE CHILD CARE SERVICES AGREEMENT
(INCLUDING RELEASE AND HOLD HARMLESS FOR TFS, Inc.)

This is an AGREEMENT by and between The Family Schools, Inc. (hereinafter “TFS”) and _____, (hereinafter “ADD LAST NAME”), with an effective date of _____.

2020. The Parties understand, acknowledge, and agree as follows:

1. _____ is an employee of The Family Schools Inc. (hereinafter “TFS”), and would otherwise be prohibited by her/his employment from engaging in Child Care Services for any family who attends TFS or Brewster Day Camp.
2. In the event that _____ is engaged by a family or participant of TFS to perform outside childcare, TFS shall not be responsible, in any way, for such arrangement nor shall TFS be responsible, in any way, for any disputes of any kind and nature, which may arise during the provision of outside childcare services between the family or participant of TFS and _____, including any claims, injury, or damage to the Family, their minor child, the Teacher, or either’s property.
3. It is hereby understood and agreed that TFS does not, in any way, warranty or guarantee the outside childcare services. TFS does not control _____ during her/his provision of the outside childcare services.
4. In exchange for the permission granted by TFS, which it could otherwise withhold, the Parties hereby agree to hold harmless TFS, and each of its officers, managers, shareholders, members, agents and employees, excepting _____, (“the Releasees”), from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including court costs, reasonable attorneys’ and consultancy fees), arising directly or indirectly, in whole or in part, out of the outside childcare services, including but not limited to any breach of this Agreement or any negligent act or omission by _____ in performance of the outside childcare services. _____ shall promptly notify TFS of any lawsuits or actions, or any threat thereof, relating to the outside childcare services.
5. During the term of this Agreement, _____ shall obtain and maintain, at his/her own expense, a CGL insurance policy in the minimum amount of \$1,000,000 of coverage per occurrence. The coverage MUST specifically cover childcare services and all related risks. _____ shall ensure that TFS is named as an additional insured on the CGL policy and _____ shall provide TFS with a copy of the Cover Pages for the CGL policy upon purchase.

The Family Schools, Inc.





6. TFS is not, and will not, receive any compensation in relation to the Outside Childcare Services performed by _____ outside the scope of employment with TFS.
7. This Agreement supersedes any and all other agreement, either oral or in writing, between the Parties hereto with respect to the Services. This Agreement may not be changed orally, and may only be amended by an agreement in writing signed by both Parties and TFS.
8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
9. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect unless to do so would result in either party not receiving the benefit of its bargain.
10. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.

Intending to be legally bound, _____ and TFS have executed this Agreement under seal as of the date and year first above written.

Signature of TFS Employee

Date

In exchange for the Hold Harmless and Release provision and the additional insured provision provided in this Agreement, TFS hereby waives its right to object to and grants permission to _____ to provide outside childcare services to families/participants of TFS or Brewster Day Camp.

Duly Authorized Agent of TFS

The Family Schools, Inc.

