# Welcome to



Houston's first and only drop-in creative arts learning center!

A unique space where children ages 1 year and walking to 12
years old get to explore, interact, and have fun while parents get
that much needed time to themselves.

Kids Garden offers convenient hourly care, flexible Preschool, seasonal camps, and Parent's Night Out.... all in a safe and secure learning environment staffed by experienced teachers!

6729 Stella Link Rd. | West University Place, TX | 77005 (713) 485-4418

Houston@kidsplaygarden.com

M-F: 8:00 AM – 6:00 PM Sa: 9:00 AM – 2:00 PM

Su: Private Parties (by appointment)

# We are so excited to have your family at our beautiful eco-friendly center!

## On, or before, your next visit, please:

- If you have not already, visit <u>kidsplaygarden.com/Houston</u> and click "Register My Family" (or <u>CLICK HERE</u>).
- Complete all required paperwork in this Welcome Packet (detailed below) for <u>each</u> <u>child in your family</u>. We must obtain this admission information to enroll every our learning center.

## **Required Paperwork for Admission:**

- 1. Form 2935, State of Texas Health and Human Services:
  - a. Please ensure all sections of Form 2935 are completed, signed, and dated.
  - b. Immunization Records Each child enrolled in a child care center must meet and continue to meet applicable immunization requirements specified by the Texas Department of State Health Services (DSHS). We must obtain current immunization records (or applicable immunization exemptions or exceptions) for each child in your family by date of admission. Applicable documentation includes: official records from a state or local health authority, a photocopy of the current record on file at the pre-k or school the child attends, or a signed/dated statement from the child's parent that the child's record is current and on file at a pre-k or school that the child attends (including name, address, and telephone number of the school or program)
  - c. <u>Health Care Professional's Statement</u> If your child(ren) does not attend pre-k or school away from Kids Garden, please provide
    - Please email any immunization records/forms to us at: Kimi@kidsplaygarden.com

#### 2. Kids Garden Client Agreement:

- a. Please review, sign, and date our Client Agreement.
- b. List your child(ren)'s name(s) in the designated area under Media Release section.

## Things to Brings to Kids Garden:

Nothing is required for drop-off after submitting your family's initial paperwork. That is part of the Kids Garden difference! Feel free to come unplanned and drop-off when you need us!

If you know you will be dropping in, bringing these items with you will be helpful:

- Sippy Cup / Water Bottle
- Diapers / Pull Ups and Wipes (If you forget diapers, we have you covered! We charge \$1 per diaper provided by Kids Garden
- Extra change of clothes and underwear
- Socks We are a Shoe-Free facility; we ask that all children to wear socks inside (If you forget socks, they're available to purchase for \$3.00 per pair)



## **Admission Information**

Use this form to collect all required information about a child enrolling in day care.

**Directions**: The day care provider gives this form to the child's parent or guardian. The parent or guardian completes the form in its entirety and returns it to the day care provider before the child's first day of enrollment. The day care provider keeps the form on file at the child care facility.

	Ge	eneral I	nformation					
Operation's Name			Director's N	ame				
KIDS GARDEN			ASHLI RIG	GS				
Child's Full Name Child			Date of Birth	Child Lives W	ith			
				O Both pare	ents (	◯ Mom ◯ D	ad OGuardian	
Child's Home Address			Date	e of Admission	Date of Withdrawal			
Name of Parent or Guardian Completing Form Add			Address of Parent or Guardian (if different from the child's)					
List telephone numbers below	where parents/guardian	may be	e reached wh	nile child is in	care.			
Parent 1 Telephone No.	Parent 2 Telephone No.		Guardian's T	elephone No.	. Custody Documents on File			
						○ Yes	○ No	
Give the name, address, and phone number of the responsible individual to <b>call in case of an eme</b> guardian cannot be reached						nergency if parents/ Relationship		
I authorize the child care operation <b>to release</b> my child to leave the child care operation <b>ONLY</b> with the following persons. Please list name and telephone number for each. Children will only be released to a parent or guardian or to a person designated by the parent/guardian after verification of ID.								
Name Phone Number								
Name	Phone Number							
Name			Phone Number					
Consent Information								
Check All That Apply:								
1. Transportation (SKIP - NO	FAPPLICABLE AT THIS	S TIME)						
I give consent for my child to be transported and supervised by the operation's employees:								
for emergency care on field trips to and from home to and from school								
2. Field Trips (SKIP - NOT AF	PPLICABLE AT THIS TI	VIE)						
OI give consent for my child to	participate in field trips.							
OI do not give consent for my Comments	child to participate in field	l trips.						

3. Water Activities (SKIP - NOT APPLICABLE)					
I give consent for my child to participate in the following water activities:					
water table play sprinkler play splashing/wading pools swimming pools aquatic playgrounds					
4. Receipt of Written Operational Policies	Check All that Ap	oply)			
I acknowledge receipt of the facility's operation	onal policies, includ	ding those for:			
☐ Discipline and guidance ☐ Procedures for release of children					
Suspension and expulsion Illness and exclusion criteria					
Emergency plans Procedures for dispensing medications					
Procedures for conducting health checks		Immunization red	quirements for child	ren	
Safe sleep		Meals and food s	service practices		
Procedures for parents to discuss concerns w	ith the director			ut securing prior approval	
Procedures for parents to participate in operation activities  Procedures for parents to contact Child Care Licensing (CCL), DFPS, Child Abuse Hotline, and CCL website					
5. Meals					
I understand that the following meals will be	served to my child	while in care: (depe	ending on time of	visit)	
None ☐ Breakfast ✓ Morning snack ✓ Lunch ✓ Afternoon snack ☐ Supper ☐ Evening snack					
6. Days and Times in Care				ut for any day(s) you <u>could</u>	
My child is normally in care on the following days and times:  anticipate dropping-in the center.					
	lays and times:		anticipate u	ropping-in the center.	
My child is normally in care on the following of the Week	lays and times:	A.M.	articipate u	P.M.	
	lays and times:	A.M.	anticipate u		
Day of the Week	lays and times:	A.M.	anticipate u		
Day of the Week  Monday	lays and times:	A.M.	anticipate u		
Day of the Week  Monday  Tuesday	lays and times:	A.M.	anticipate u		
Day of the Week  Monday  Tuesday  Wednesday	lays and times:	A.M.	anticipate u		
Day of the Week  Monday  Tuesday  Wednesday  Thursday	lays and times:	A.M.	anticipate u		
Day of the Week  Monday  Tuesday  Wednesday  Thursday  Friday	lays and times:	A.M.	anticipate u		
Day of the Week  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday				P.M.	
Day of the Week  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday	prization For Eme	CLOSED	ention	P.M.  CLOSED	
Day of the Week  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday  Autho	prization For Eme	CLOSED	ention	P.M.  CLOSED	
Day of the Week  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday  Autho  In the event I cannot be reached to make arrachild to:	prization For Eme	CLOSED	ention	P.M.  CLOSED  person in charge to take my	
Day of the Week  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday  Author  In the event I cannot be reached to make arrachild to:  Name of Physician	prization For Eme angements for eme Address Address	CLOSED  rgency Medical Attee ergency medical care	ention e, I authorize the p	P.M.  CLOSED  Derson in charge to take my  Phone Number	

	Child's Additional Informat	ion Section	
List any special needs that your child may injuries and hospitalizations during the pas which caregivers should be aware of:	have, such as environmental allergies,	food intolerances, existing illnes	
Does your child have diagnosed food a Child day care operations are public ac such an operation may be practicing di 514-0301 (voice) or (800) 514-0383 (T	ccommodations under the Americal iscrimination in violation of Title III,	, ,	
Signature — Pa	arent or Legal Guardian		Date Signed
	School Age Childr	en	
My child attends the following school			School Phone Number
Authorized pick up/drop off locations other  Please check the box below, if applicable.  Child's required immunizations, vision a	than the child's address  If checking this box, pages 4-5 of this		e proceed to page 6.
	Admission Requirer	nent	
If your child does not attend pre-kinder presented when your child is admitted Check <b>only one</b> option:  1. Health Care Professional's Statementake part in the day care program.		n one week of admission.	-
_	ealth Care Professional		Date Signed
3. Medical diagnosis and treatment commember of. I have attached a signe  My child has been examined within	h care professional's statement is attacenflict with the tenets and practices of a ed and dated affidavit stating this. the past year by a health care profession a health care profession.	recognized religious organization	the day care program. Within
Name	Address of Health Care Professiona	I	
Signature — Ρε	arent or Legal Guardian		Date Signed

				Requirements for Exc	lusion			
I have attached form described	a signed and	d dated affida 61.0041 Hea	avit stat Ith and	ting that I decline immunizatio Safety Code submitted no la	ns for reason of ter than the 90th	conscie day afte	nce, including relier the affidavit is r	igious belief, on the notarized.
	a signed and	d dated affida	avit stat	ting that the vision or hearing		-		
				Vision Exam Resu	Its			
Right Eye 20/	Left Eye 20	)/ OI	Pass	⊝Fail				
		Signati	ure				Date Signed	
				Hearing Exam Resu	ılts			
Ear		1000 Hz		2000 Hz	4000 H	lz	Pas	ss or Fail
Right							Pass	◯ Fail
Left							O Pass	◯ Fail
	1				1			
		Signati	ure			Date Signed		
				Vaccine Information	on			
The following vaco	cines requir	e multiple d	oses c	over time. Please provide t	he date your ch	nild rece	eived each dose	<b>)</b> .
Va	accine			Vaccine Schedule		[	Dates Child Rece	eived Vaccine
Hepatitis B			Birth (first dose)					
			1–2 months (second dose)					
			6–18 months (third dose)					
Rotavirus			2 months (first dose)					
			4 months (second dose)					
			6 months (third dose)					
Diphtheria, Tetanus,	Pertussis		2 months (first dose)					
			4 months (second dose)					
			6 months (third dose)					
			15–18 months (fourth dose)					
		4–6 years (fifth dose)						
Haemophilus Influenza Type B		2 months (first dose)						
riaemophilae ililiaenza Type B		4 months (second dose)						
		6 months (third dose)						
				12–15 months (fourth d				
Pneumococcal			2 months (first dose)					
			4 months (second dose)					
				6 months (third dose				
			1	o montrio (unita dose	• )	1		

Vaccine	Vaccine Schedule	Dates Child Received Vaccine				
	12–15 months (fourth dose)					
Inactivated Poliovirus	2 months (first dose)					
	4 months (second dose)					
	6–18 months (third dose)					
	4–6 years (fourth dose)					
Influenza	Yearly, starting at 6 months. Two doses					
	given at least four weeks apart are					
	recommended for children who are getting					
	the vaccine for the first time and for some					
	other children in this age group.					
Measles, Mumps, Rubella	12-15 months (first dose)					
	4-6 years (second dose)					
Varicella	12-15 months (first dose)					
	4-6 years (second dose)					
Hepatitis A	12-23 months (first dose)					
	The second dose should be given 6 to 18 months after the first dose.					
Physician or Public Health Personnel Verification						
Signature or stamp of a physician or pub	lic health personnel verifying immunization infor	mation above:				
Signat	ure _	Date Signed				
Varicella (Chickenpox)						
Varicella (chickenpox) vaccine is not required if your child has had chickenpox disease. If your child has had chickenpox, pleat complete the statement: My child had varicella disease (chickenpox) on or about (date) and does not need varicella vaccine.						
Signature Date SIgned						
Olymater C						
Additional Information Regarding Immunizations						
For additional information regarding imm www.dshs.state.tx.us/immunize/public.sh	unizations, visit the Texas Department of State <u>htm</u> .	Health Services website at				
	TB Test (If Required)					
Positive Negative Date:						

Date SIgned

Gang Free Zone				
Under the Texas Penal Code, any area within 1,000 feet of a child care center is a gang-free zone, where criminal offenses related to organized criminal activity are subject to harsher penalties.				
Privacy Statement				
HHSC values your privacy. For more information, read our privacy policy online at: <a href="https://hhs.texas.gov/policies-practices-privacy#security">https://hhs.texas.gov/policies-practices-privacy#security</a>				
Signatures				
Child's Parent or Legal Guardian Date SIgned				

Center Designee

Last Name:	Family ID:
Registration Paid:	Mailchimp:



## **Client Agreement**

This Agreement confirms all the terms whereby Lake Lambchops, LLC, a Texas limited liability company dba Kids Garden ("Company") and the undersigned person as a customer or paid Patron ("Patron") contract for the performance of certain supervised childcare services (the "Services") for each child ("Child") identified on the registration form to which this Agreement is attached (the "Registration Form"). For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Patron and Company agree as follows:

## 1. Nature of Patronage

<u>Customer</u> – patron who purchases play care services at hourly rates.

Member – patron who purchases a Kids Garden Membership (\$100, paid annually), which begins upon the date payment is received and continues for twelve consecutive months.
 Members are offered favorable pricing on hourly rates, seasonal camps, private use of the facility for events, and promotional packages. These packages are only available to Patrons choosing to pay for a membership.

All patrons shall have the right to utilize the Services at 6729 Stella Link Road, West University Place, TX 77005 (the "Facility") during the term up to the total number of hours purchased in a package (the "Hours"), subject to terms of this Agreement and to the Company's rules and regulations regarding membership, which may be changed by the Company from time-to-time.

#### 2. Guidelines for Drop-Ins

- i) Children must be 12 months of age and able to walk.
- ii) Walk-ins are welcome but cannot always be guaranteed. KG follows Texas childcare ratio standards and guidelines on appropriate staff-to-child ratios and maximum occupancy limitations for the Facility.
- iii) Reservations made in advanced are only available to those Patrons with paid memberships.
- iv) Patrons should park their vehicles in a parking space to bring their children into the Facility. If no parking is available, Members may call and request pick-up service from their car, within a close location to the front door. KG reserves the right to refuse car pick-up if appropriate staff-to-child ratios cannot be maintained while they are out of the building. If a client utilizes pick-up service, billed time STARTS when staff exits the building for pick-up.
- v) KG can and will change diapers. Diapers and wipes should be provided by the Patron. A \$1.00 charge will be applied for any diapers provided by KG during a visit.
- vi) Snacks are provided at certain times during the day (\$2.00 per serving) with one complimentary serving per visit. Lunch is also offered once per day (optional charge for \$7.00).
- vii) We reserve the right to refuse a child to bring in any outside personal food, snacks, lunches, etc. except in individual cases of serious allergies. KG is a peanut-free facility.
- viii) In the event of a medical emergency and parents/guardians are unreachable, KG will have EMS/Paramedics transport child(ren) to the Pediatric Emergency Center at Texas Children's Hospital in the Medical Center, located at 6621 Fannin St, Houston, TX 77030

## 3. Charges

- i) Billing KG charges for time spent in the center based on the terms of entry. Time STARTS when a child enters the front gate and ENDS when they exit the gate and are processed out. For any visit to the learning center, a minimum time of 1 hour is billed upon entering the play area, with additional time billed as used. Minutes are calculated to the exact minute of time in the play space.
- ii) A valid payment must be made at the time of service completed. All charges for Services are billed when service is used. By execution of the Agreement, Customer authorizes the Company to charge an initial registration fee of \$40 (Annual Membership fee of \$100 is optional). The Company reserves the right, in its sole and absolute discretion, but upon following advance written notice delivered to Patrons or posted in the Facility reception area, to adjust plan pricing and/or incremental cost of hours.
- iii) Member acknowledges that: i) the right to use Services, as and when reasonably required by Member (subject to the other terms of this Agreement), is of significant value, and that ii) the Company incurs significant costs to make the Facility available for members based on total hours purchased. Members accordingly further acknowledge and agree that iii) the fees payable by a Member are deemed earned and are not refundable under any circumstances, including circumstances in which any or all the Hours are not used.
- iv) Use of Services Hours may only be used for the children identified on the family's Registration form. Once hours are purchased, refunds will not be issued, unused hours will not be refunded under any circumstances. Hours may not be sold, assigned, or otherwise transferred. Member's use of Services is charged against any available prepaid hours and/or packages to the minute. Although the Company will use reasonable efforts to accommodate all Members, Member acknowledges that the Company reserves the right to deny use of the Facilities at any time for legal or safety reasons, including, among other reasons, staff shortages. Only members in good standing may use the Services. Member acknowledges and agrees that Hours may be only used in one year following purchase and all Hours expire, without refund or credit, one year from the date on which they are purchased.
- v) Reservations Reservations are only available to Members and may be made to secure a specific time and day. Reservations should be made by 2:00 PM the day before the preferred time slot is reserved. If reservations are not canceled by 5:00 PM the day before time reserved, the Company may issue a \$15 no call/no show fee to the member's account.

### 4. Cancellation

The Company reserves the right to immediately cancel this Agreement in the event any Child is unreasonably disruptive to the Facility or poses a threat to the safety of other children at the Facility.

#### 5. Customer Acknowledgment and Waiver

Patron acknowledges that by utilizing the Services, the Child will be playing with other children and may therefore be exposed to: 1) communicable diseases, 2) food or other items to which the Child may be allergic, 3) incidental rough play or minor accidents, and 4) other circumstances which are beyond the reasonable control of the Company, some of which may cause property damage, bodily injury, or death.

Patron therefore agrees on behalf of him/herself, the Child, the Child's other legal guardians and custodians and each of their respective successors, heirs, and assigns (collectively, the "Patron Parties"), with full knowledge and awareness of the foregoing risks, to assume all risks associated with the use of the Services, except for risks arising from the active negligence or willful misconduct of the Company or its employees.

Moreover, unless caused by the active negligence or willful misconduct of the Company, Patron, on behalf of him/herself and each Patron Party, agrees to release, discharge and hold the Company, its affiliate, the employees, agents, representatives, successors, assigns, Patrons, managers, managing Patrons (in their respective capacities as managing Patrons or in any other capacity), its affiliates and its employees (collectively the "Company" Parties) harmless from and against any causes of action, claims, liabilities, damages (including personal injury and property damage), costs and expenses (collectively, "Claims") arising out of or in any way related to (i) the Services, (ii) any cause (including, without limitation, pre-existing medical condition) beyond the reasonable control of the Company, and (iii) breach by Patron of the representations set for in Section 6 below or the Company's rules and regulations as presented in the Kids Garden Operational Policies.

#### 6. Patron Representations and Indemnity

Patron represents and warrants that: (i) Patron is the legal guardian of the Child and (ii) except as specifically detailed on the Registration Form, Patron is not aware of any allergy or pre-existing medical condition which should reasonably affect the Company's performance of the Services and which, if known to the Company, would afford the Company the opportunity to take preventative measure to prevent harm to the Child. Patron further agrees to defend, protect, indemnify (including payment of reasonable attorney fees) and hold the Company Parties (individually or collectively) harmless from and against any and all Claims arising out of or in any way related to (i) Patron's breach of the representations and warranties set forth in this Section or the company's rules and regulations as presented in the KG Operational Policies or (ii) any death, personal injury or property damage caused by the Child that is beyond the reasonable control of the Company.

#### 7. Company Employees

Patron will not under any circumstance directly hire an active employee of the Company (for work during business hours), now or at any date in the future, without the prior written consent of the Company, which may be withheld in the Company's sole and absolute discretion. Patron acknowledges that Patron's breach of this will cause harm to the Company that is impossible or impractical to approximate as of the date of this Agreement; however, the parties agree that (i) a reasonable estimation of the damage to the Company is 25% of the compensation paid to the employee based on a yearly estimation and (ii) the Company shall be entitled to such fee in the

event of the Patron's breach of its obligations under the Agreement. Patron acknowledges that the foregoing fee is reasonable and is not a penalty or forfeiture, but instead is the parties' best estimation of the harm that the Company will suffer in the event the Company must replace such employee.

#### 8. Media Release Authorization

Granting permission for media coverage includes the opportunity for your child's image to be used in Kids Garden print/marketing material (including internal training videos) and for use on our social media accounts. Examples of media coverage may include (but are not limited to) print publications (newspaper, magazines, brochures, newsletters, displays), audio/video recordings, webpage content, television, and social media (Facebook, Instagram, Twitter, YouTube, etc.) advertisements. There is no royalty fee or other compensation for this reason of use.

	•		ild's photograph or video in print/marketing and for use on KG social media?
YES:	NO:		
Children cov	ered under this Agreem	nent:	
9. Entire Ag	greement - Miscellanec	ous	
subject matt agreements, Texas shall g earlier termi	er hereof, and supersec and can only be modifi overn it. The Parties' rig	des all previous or ed in writing, sign ghts and obligation nt. If any portion o	I understanding of the parties relating to the all or written discussions, representations, or ed by both parties. The laws in the State of as shall survive the expiration, cancellation, or f this Agreement is found to be unenforceable
10. Signatur	es		
limitation, Se		d sufficient oppor	Agreement thoroughly (including without unity to seek legal counsel if desired, and many and conditions.
Patron Signa	ture:		Date:
Print Name:			
Patron Type	(please circle): <b>Mem</b> k	ber Custom	er
Kids Garden			
A			Date