Welcome to

kids garden

Houston's first and only eco-friendly, 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 enjoy some much needed time to themselves.

Kids Garden offers convenient hourly care, flexible Preschool, After school program, 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

We are so excited to welcome your family at our beautiful eco-friendly learning center!

Before your first visit, please:

- Visit kidsplaygarden.com/Houston and follow the link to "Register My Family" (or just CLICK HERE to do so now)
- Complete all required paperwork in this Welcome Packet (detailed below) for **each child you would like to register in your family**. We must obtain this State-required admission information on, or prior to, your first visit.

Things to bring to Kids Garden during your visit:

Nothing else is required to drop-in once you've submitted your family's admission paperwork. That is part of the Kids Garden difference... No reservations required! Were always there when you need us.

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

- Sippy Cup / Water Bottle (preferably labeled with your child's name)
- Diapers / Pull Ups & Wipes (If you forget diapers or wipes, we have you covered! We charge $1.00 per diaper that is provided by Kids Garden)
- Extra change of clothes and underwear (in case of accidents)
- Socks – Kids Garden is a Shoe-Free facility; we ask that all children wear socks inside (If you forget socks, they're available to purchase for $3.00)

Kids Garden 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

Customer – 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 ($3.00 per serving). Lunch is also offered once per day ($6.00).
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 non-refundable under any circumstances, including circumstances in which any or all the Hours are not used.

iv) Use of Services – Pre-paid packages of any type may only be used for the children identified on the family's Registration form. Once purchased, refunds will not be issued and unused time (hours, days, etc.) will not be refunded under any circumstances. Packages may not be sold, assigned, or otherwise transferred. Member's use of services is charged against any available prepaid 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 packages may be only used within 12 months following purchase and 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.

Do you give KG your permission to use you or your child's photograph or video in print/marketing material, training material (including training videos), and for use on KG social media?

YES: _____ NO: _____

Children covered under this Agreement:

_____

9. Entire Agreement - Miscellaneous

This Agreement constitutes the entire Agreement and understanding of the parties relating to the subject matter hereof, and supersedes all previous oral or written discussions, representations, or agreements, and can only be modified in writing, signed by both parties. The laws in the State of Texas shall govern it. The Parties' rights and obligations shall survive the expiration, cancellation, or earlier termination of the Agreement. If any portion of this Agreement is found to be unenforceable, the balance shall remain enforceable.

10. Signatures

Patron's signature confirms that Patron has read this Agreement thoroughly (including without limitation, Sections 5 and 6), has had sufficient opportunity to seek legal counsel if desired, and therefore clearly understands and agrees to all the terms and conditions.

Patron Signature: _____ Date:_____

Print Name: _____

Patron Type (please circle): **Member** **Customer**

Kids Garden Use only

Accepted by: _____ Date:_____

TEXAS Health and Human Services

Form 2935
June 2026

Admission Information

Use this form to collect all required information about a child enrolling in day care. The day care provider gives this form to the child's parent or guardian. The parent or guardian completes the form 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.

Section 1 – General Information

Operation's Name	Director's Name	
Child's Full Name		Child's Date of Birth
Child lives with: ◯ Both parents ◯ Mom ◯ Dad ◯ Guardian		
Child's Home Street Address, City, State and ZIP Code		
Date of Admission	Date of Withdrawal	
Name of Parent or Guardian 1		
Address of Parent or Guardian 1, if different from the child's		
Name of Parent or Guardian 2		
Address of Parent or Guardian 2, if different from the child's		
List phone numbers below where parents or guardian may be reached while child is in care.		
Parent 1 Area Code and Phone No.	Parent 2 Area Code and Phone No.	Guardian's Area Code and Phone No.
Custody documents on file? ◯ Yes ◯ No		
In case of an emergency, when the parent or guardian cannot be reached, call:		
Name of Emergency Contact	Relationship	Area Code and Phone No.
Street Address, City, State and ZIP Code		

I authorize the child care operation **to release** my child to leave the child care operation **only** with the following persons. Please list name and phone number for each. Children will only be released to a parent or guardian or to a person designated by the parent or guardian after verification of ID.

Name	Area Code and Phone No.
Name	Area Code and Phone No.
Name	Area Code and Phone No.

Section 2 – Consent Information

1. Transportation

I give consent for my child to be transported and supervised by the operation's employees. Check all that apply.

☐ For emergency care ☐ On field trips ☐ To and from home ☐ To and from school

2. Field Trips

◯ I give consent for my child to participate in field trips.

◯ I do not give consent for my child to participate in field trips.

Comments

3. Water Activities

I give consent for my child to participate in the following water activities. Check all that apply.

☐ Water table play ☐ Sprinkler play ☐ Wading pools ☐ Swimming pools ☐ Aquatic playgrounds

1. Is your child a competent swimmer? ◯ Yes ◯ No If no, your child is required to wear a life jacket while in or near a swimming pool.

2. Does your child have any physical, health, behavioral or other condition that would put them at risk while swimming? ◯ Yes ◯ No

If yes, your child is required to wear a life jacket while in or near a swimming pool.

Note: A competent swimmer can enter and exit a pool safely on their own, tread water or float on their back for one minute, and swim 25 yards with no assistance.

4. Receipt of Written Operational Policies

I acknowledge receipt of the facility's operational policies, including those for the following. Check all that apply.

☐ Discipline and guidance
☐ Suspension and expulsion
☐ Emergency plans
☐ Procedures for conducting health checks
☐ Safe sleep
☐ Procedures for parents to discuss concerns with the director
☐ Procedures for parents to participate in activities
☐ Promotion of indoor and outdoor physical activity including criteria for extreme weather conditions
☐ Procedures for release of children
☐ Illness and exclusion criteria
☐ Procedures for dispensing medications
☐ Immunization requirements for children
☐ Meals and food service practices
☐ Procedures to visit the center without securing prior approval
☐ Procedures for supporting inclusive services
☐ Procedures for parents to contact Child Care Regulation (CCR), DFPS, Child Abuse Hotline and CCR website

5. Meals

I understand the following meals will be served to my child while in care. Check all that apply.

☐ None ☐ Breakfast ☐ Morning snack ☐ Lunch ☐ Afternoon snack ☐ Supper ☐ Evening snack

6. Days and Times in Care

My child is normally in care on the following days and times.

Day of Week	A.M.	P.M.	Day of Week	A.M.	P.M.
Monday			Friday		
Tuesday			Saturday		
Wednesday			Sunday		
Thursday					

7. Receipt of Parent's Rights

I acknowledge I have received a written copy of my rights as a parent or guardian of a child enrolled at this facility.

Parent or Legal Guardian Signature **Date Signed**

8. Child's Special Care Needs

Check all that apply.

- ☐ Environmental allergies
- ☐ Food intolerances
- ☐ Existing illness
- ☐ Previous serious illness
- ☐ Injuries and hospitalizations in the past 12 months
- ☐ Other: _____
- ☐ Limitations or restrictions on child's activities
- ☐ Reasonable accommodations or modifications
- ☐ Adaptive equipment, include instructions below
- ☐ Symptoms or indications of complications
- ☐ Medications prescribed for continuous long-term use

Explain any needs selected above.

Does your child have diagnosed food allergies? ◯ Yes ◯ No Food Allergy Emergency Plan Submitted Date: _____

Child day care operations are public accommodations under the Americans with Disabilities Act (ADA), Title III. To learn more, visit www.ada.gov/resources/child-care-centers/. If you believe that such an operation may be practicing discrimination in violation of Title III, you may call the ADA Information Line at 800 514-0301 (voice) or 800 514-0383 (TTY).

Parent or Legal Guardian Signature **Date Signed**

9. School-Age Children

My child attends the following school	School Area Code and Phone No.

My child has permission to: ☐ walk to or from school or home ☐ ride a bus ☐ be released to the care of their sibling younger than 18 years old

Authorized pick up or drop off locations other than the child's address.

☐ Child's required immunizations, vision and hearing screening are current and on file at their school.

Section 3 – Authorization For Emergency Medical Attention

In the event I cannot be reached to arrange for emergency medical care, I authorize the person in charge to take my child to:

Name of Physician	Area Code and Phone No.
Street Address, City, State and ZIP Code	
Name of Emergency Care Facility	Area Code and Phone No.
Street Address, City, State and ZIP Code	

I give consent for the facility to secure any and all necessary emergency medical care for my child.

Parent or Legal Guardian Signature **Date Signed**

Section 4 – Requirements for Exclusion from Compliance

◯ I have attached a signed and dated affidavit stating that I decline immunizations for reason of conscience, including religious belief, on the form described by Health and Safety Code Section 161.0041 submitted no later than the 90th day after the affidavit is notarized.

◯ I have attached a signed and dated affidavit stating that the vision or hearing screening conflicts with the tenets or practices of a church or religious denomination that I am an adherent or member of.

Section 5 – Vision Exam Results

Right Eye 20/ Left Eye 20/ ◯ Pass ◯ Fail

Signature **Date Signed**

Section 6 – Hearing Exam Results

Ear	1000 Hz	2000 Hz	4000 Hz	Pass or Fail
Right:				◯ Pass ◯ Fail
Left:				◯ Pass ◯ Fail

Signature **Date Signed**

Section 7 – Admission Requirement

If your child does not attend pre-kindergarten or school away from the child care operation, one of the following must be presented when your child is admitted to the child care operation or within one week of admission.

◯ Health Care Professional's Statement: I have examined the above named child within the past year and find they are able to take part in the day care program.

◯ A signed and dated copy of a health care professional's statement is attached.

◯ Medical diagnosis and treatment conflict with the tenets and practices of a recognized religious organization, which I adhere to or am a member of. I have attached a signed and dated affidavit stating this.

◯ My child has been examined within the past year by a health care professional and is able to participate in the day care program. Within 12 months of admission, I will obtain a health care professional's signed statement and submit it to the child care operation.

If selected, Health Care Professional Name

If selected, Health Care Professional Street Address, City, State and ZIP Code

Health Care Professional Signature **Date Signed**

Parent or Legal Guardian Signature **Date Signed**

Section 8 – Vaccine Information

The following vaccines require multiple doses over time. Provide the date your child received each dose.

Vaccine	Vaccine Schedule	Dates Child Received 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)	
	4 months (second dose)	
	6 months (third dose)	
	12 – 15 months (fourth dose)	
Pneumococcal	2 months (first dose)	
	4 months (second dose)	
	6 months (third dose)	
	12 – 15 months (fourth dose)	

Vaccine	Vaccine Schedule	Dates Child Received Vaccine
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 six to 18 months after the first dose.	

Section 9 – Physician or Public Health Personnel Verification

Signature or stamp of a physician or public health personnel verifying immunization information above.

Signature **Date Signed**

Section 10 – Varicella for Chickenpox

Varicella, the vaccine for chickenpox, is not required if your child has had chickenpox disease. If your child has had chickenpox, complete the statement: My child had varicella disease, chickenpox, on or about [date] and does not need varicella vaccine.

Signature **Date Signed**

Section 11 – Additional Information About Immunizations

For more information about immunizations, visit the Texas Department of State Health Services website at https://www.dshs.texas.gov/immunizations/public.

Section 12 – 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.

Section 13 – Privacy Statement

HHSC values your privacy. For more information, read our privacy policy online at https://hhs.texas.gov/policies-practices-privacy#security

Section 14 – Signatures

Child's Parent or Legal Guardian Signature **Date Signed**

Center Designee Signature **Date Signed**