

# Welcome to



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](mailto: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](https://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! We're 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)



### Admission Information

Use this form to collect all required information about a child enrolling in day care before the child's first day of enrollment. The day care provider keeps the form on file at the child care facility.

General Information				
Operation's Name: <b>KIDS GARDEN</b>		Director's Name: <b>ASHLI RIGGS</b>		
Child's Full Name		Child's Date of Birth	Child Lives With <input type="radio"/> Both parents <input type="radio"/> Mom <input type="radio"/> Dad <input type="radio"/> Guardian	
Child's Home Address			Date of Admission	Date of Withdrawal <b>N/A</b>
Name of Parent or Guardian Completing Form		Address of Parent or Guardian (if different from the child's)		
List telephone numbers below where parents/guardian may be reached while child is in care.				
Parent 1 Telephone No.	Parent 2 Telephone No.	Guardian's Telephone No.	Custody Documents on File <input type="radio"/> Yes <input type="radio"/> No	
Give the name, address, and phone number of the responsible individual to <b>call in case of an emergency</b> if parents/guardian cannot be reached				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 photo ID.				
Name			Phone Number	
Name			Phone Number	
Name			Phone Number	

**Water Activities (Check All that Apply):**

I give consent for my child to participate in the following water activities:

- Sand/Water Table     sprinkler play     splashing/wading pools     swimming pools     aquatic playgrounds

**Receipt of Written Operational Policies (Check All that Apply):**

I acknowledge receipt of the facility's operational policies, including those for:

- |  |   |
|--|---|
| <input type="checkbox"/> Discipline and guidance                                       | <input type="checkbox"/> Procedures for release of children   |
| <input type="checkbox"/> Suspension and expulsion                                      | <input type="checkbox"/> Illness and exclusion criteria   |
| <input type="checkbox"/> Emergency plans   | <input type="checkbox"/> Procedures for dispensing medications  |
| <input type="checkbox"/> Procedures for conducting health checks                       | <input type="checkbox"/> Immunization requirements for children   |
| <input type="checkbox"/> Safe sleep  | <input type="checkbox"/> Meals and food service practices   |
| <input type="checkbox"/> Procedures for parents to discuss concerns with the director  | <input type="checkbox"/> Procedures to visit the center without securing prior approval   |
| <input type="checkbox"/> Procedures for parents to participate in operation activities | <input type="checkbox"/> Procedures for parents to contact Child Care Licensing (CCL), DFPS, Child Abuse Hotline, and CCL website |

**Meals (Check All that Apply):**

I understand that the following meals may be served to my child while in care: (depending on time of visit)

- None     Breakfast     Morning snack     Lunch     Afternoon snack     Supper     Evening snack

**Days and Times in Care (Check All that Apply):**

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

Please select any day(s) you could anticipate your child visiting the center. Selection does not prohibit user from visiting at other times.

Day of the Week	A.M.	P.M.
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday	<b>CLOSED</b>	<b>CLOSED</b>

**Authorization For Emergency Medical Attention**

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

Name of Physician	Address	Phone Number
Name of Emergency Care Facility	Address	Phone Number

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

\_\_\_\_\_

**Signature — Parent or Legal Guardian**

**Child's Additional Information Section**

List any special needs that your child may have, such as environmental allergies, food intolerances, existing illness, previous serious illness, injuries and hospitalizations during the past 12 months, any medication prescribed for long-term continuous use, and any other information which caregivers should be aware of:

Does your child have diagnosed food allergies?  Yes  No

Child day care operations are public accommodations under the Americans with Disabilities Act (ADA), Title III. 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).

\_\_\_\_\_  
Signature — Parent or Legal Guardian

\_\_\_\_\_  
Date Signed

**School Age Children**

My child attends the following school (include address)

School Phone Number

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

**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.

Check **only one** option:

- Health Care Professional's Statement: I have examined the above named child within the past year and find that he or she is able to take part in the day care program.

\_\_\_\_\_  
Signature — Health Care Professional

\_\_\_\_\_  
Date Signed

- 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.

Name

Address of Health Care Professional

\_\_\_\_\_  
Signature — Parent or Legal Guardian

\_\_\_\_\_  
Date Signed

**Requirements for Exclusion**

- 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 Section 161.0041 Health and Safety Code 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.

**Vision Exam Results (if applicable)**

Right Eye 20/      Left Eye 20/       Pass       Fail

\_\_\_\_\_      \_\_\_\_\_  
Signature      Date Signed

**Hearing Exam Results (if applicable)**

Ear	1000 Hz	2000 Hz	4000 Hz	Pass or Fail	
Right				<input type="radio"/> Pass	<input type="radio"/> Fail
Left				<input type="radio"/> Pass	<input type="radio"/> Fail

\_\_\_\_\_      \_\_\_\_\_  
Signature      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: <https://hhs.texas.gov/policies-practices-privacy#security>

**Signatures**

\_\_\_\_\_      \_\_\_\_\_  
**Child's Parent or Legal Guardian**      **Date Signed**

\_\_\_\_\_      \_\_\_\_\_  
Center Designee      Date Signed

## 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) Advanced reservations are only available to those Patrons with paid annual 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) with one complimentary serving per visit. Lunch is also offered once per day (optional charge for \$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. Rates and Fees for Kids Garden services and items are subject to change.
- 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. If reservations are canceled within 24 hours of the reserved date/time, Kids Garden may issue a \$15 no call/no show fee to the member's account. Preschool and Seasonal Camps may have separate reservation policies. It is incumbent upon the customer to understand the reservation and cancellation policy before making a reservation.

### 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:

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### 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: \_\_\_\_\_