



Services Agreement

This SERVICES AGREEMENT (“Agreement”) is entered into as of the date entered below (“Effective Date”), by and between Wandering Willows Nature School, LLC (“WWNS”), a Utah limited liability company with its principal place of business located at 455 East 400 North Payson, Utah 84651 and _____ (“Client”) with the email address of _____ and phone number of _____. WWNS and Client may be referred to herein individually as a “Party” and collectively as the “Parties.” The Parties hereby agree to the following terms and conditions:

1. **Engagement.** Upon the terms and subject to the conditions hereof, Client hereby engages WWNS to provide Client with the Services as defined in Section 2 of this Agreement, and WWNS agrees to provide Client with the Services.
2. **Scope of Services.** WWNS will provide the following:
 - a. **Childcare Services:** WWNS agrees to provide childcare services for children enrolled in the program. This includes supervision, basic care, and age-appropriate activities in a safe and nurturing environment.
 - b. **Daily Routine:** WWNS will follow a structured daily routine that includes playtime, learning activities, snacks, and outdoor play (weather permitting). The schedule will be tailored to meet the developmental needs of each age group.
 - c. **Communication with Parents/Guardians:** WWNS will maintain open communication with parents/guardians regarding their child's progress, daily activities, and any important updates or concerns. Communication channels may include daily reports, texts, phone calls, or emails.
 - d. **Exclusions:** This agreement does not cover expenses or liabilities arising from activities outside the scope of WWNS services, including transportation, nutrition, personal belongings, and medical expenses.
3. **Payment.** Client shall pay WWNS in the following manner:
 - e. **Monthly Payment:** The Client agrees to pay WWNS a monthly fee of \$200 (USD) for the services rendered under this agreement. Payment shall be made monthly, with the due date falling on the first day of each calendar month.
 - f. **Late Fee:** In the event of late payment, the Client shall be subject to a late fee of \$20 (USD) if payment is not received within five (5) days of the due date.
 - g. **Fixed Monthly Fee:** Regardless of the number of weeks in a month or any other variation, the monthly fee shall remain fixed at \$200 (USD).
 - h. **Offsite Activities:** Offsite activities may be considered separate from monthly services and Client may be subject to additional fees for participation.
 - i. **Cancellation Policy:** WWNS is permitted a maximum of four (4) cancellations per school year, with no refunds provided for unused services. Any cancellations beyond this limit shall not alter the payment obligation for the month in which the cancellation occurs. Any refund shall be at the discretion of WWNS.
 - j. **Payment Method:** Payment shall be made by Client to WWNS via Venmo, Paypal, Cash, or Check with necessary transfer details provided by WWNS.



4. **Refunds.** Client is not entitled to a refund or chargeback for any reason. All payments made to WWNS pursuant to this Agreement are final and are not refundable for any reason.
5. **Client Responsibilities.** Client agrees to:
 - a. **Payment:** Client agrees to make timely payments for the services provided by the WWNS as outlined above. Payment terms and schedule are specified in the Agreement.
 - b. **Enrollment Information:** Client agrees to provide accurate and up-to-date information about the child enrolled in WWNS, including medical history, allergies, dietary restrictions, emergency contact information, and any other relevant details necessary for the safe and effective provision of childcare services.
 - c. **Attendance and Punctuality:** Client agrees to ensure that the child attends WWNS regularly and arrives on time for scheduled drop-off and pick-up times. In case of any delays or absences, Client agrees to notify WWNS staff promptly.
 - d. **Health and Safety:** Client agrees to keep WWNS informed about the child's health status, including any illnesses, injuries, or contagious conditions. Client also agrees to follow WWNS's health and safety policies, including requirements for vaccinations, hygiene practices, and illness exclusion criteria.
 - e. **Supplies and Equipment:** Client agrees to provide any and all necessary supplies, equipment, and clothing for the child while attending WWNS, including water, snacks, appropriate clothing and shoes, sunscreen, bug spray, spare clothing, and any special items or comfort objects required for the child's well-being or requested by WWNS staff.
 - f. **Communication:** Client agrees to maintain open communication with WWNS staff regarding any concerns, questions, or changes in the child's routine or behavior.
 - g. **Behavioral Expectations:** Client agrees to work collaboratively with WWNS staff to establish and reinforce behavioral expectations for the child, including respectful interactions with peers and caregivers, following instructions, and participating in age-appropriate activities.
 - h. **Offsite Activities:** Client recognizes that offsite activities may require additional responsibilities of Client not listed in this Agreement and Client participation in offsite activities may be dependent upon their fulfillment of those responsibilities outlined by WWNS staff at the time of activity.
 - i. **Authorized Pick-Up:** Client agrees to provide a list of authorized individuals permitted to pick up the child from WWNS. Only individuals listed on this authorized pick-up list will be allowed to collect the child, and proper identification may be required.
 - j. **Emergency Contact:** Client agrees to provide emergency contact information for themselves or another responsible party who can be reached in case of an emergency involving the child while in the care of WWNS.
 - k. **Feedback:** Client agrees to provide feedback to WWNS regarding their experience, including suggestions for improvement and any issues encountered during the child's enrollment.
6. **Term and Termination.** The term of this Agreement shall be from the Effective Date of this Agreement until termination. This Agreement may be terminated by WWNS with same day notice to Client. Upon termination of this Agreement for any reason whatsoever, Client will pay to WWNS any and all amounts due to WWNS and all outstanding services shall be deemed to have been terminated. In the event of termination or suspension, WWNS shall not be liable for any damages, losses, or claims arising from such termination or suspension, including but not limited to consequential damages or lost profits. The Client agrees to release WWNS from any liability in connection with the termination or suspension of this Agreement.



7. **Confidentiality.** Each party acknowledges that in connection with the performance of this Agreement, it may have access to or receive confidential or proprietary information of the other party ("Confidential Information"). Confidential Information shall include, but is not limited to, any and all information, activities, materials, strategies, child development methods, business plans, financial information, and other proprietary information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether disclosed orally, in writing, or by any other means. The Receiving Party agrees to maintain the confidentiality of all Confidential Information and to use such Confidential Information only to fulfill its obligations under this Agreement. The Receiving Party shall not disclose, transfer, or provide access to any Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law. The confidentiality obligations set forth in this Agreement shall survive its termination or expiration for any reason for three (3) years. Notwithstanding the foregoing, Confidential Information that is protected by law for a longer period of time than provided above shall continue to receive all protections to which it is entitled and for so long as they qualify for protection under the applicable law; all rights in and to such information or property are reserved by each party. Each party acknowledges that any breach of this confidentiality provision may cause irreparable harm to the other party for which monetary damages may be inadequate, and therefore, the non-breaching party shall be entitled to seek injunctive relief or other equitable remedies in addition to any other remedies available at law or in equity.

8. **Non-Disparagement.** Client agrees not to disparage WWNS, Whitney Jensen, or any other participants of WWNS programs under any circumstances. Any violation of this section shall be an incurable material breach of the Agreement and shall result in the immediate termination of Client's access to WWNS Services, without any refund whatsoever. Client hereby represents and warrants to WWNS they will not make any statements, take any actions, or otherwise directly or indirectly cause harm (directly or indirectly) to other participants of WWNS programs, WWNS, or Whitney Jensen.

9. **Media Release.** Client grants WWNS, its officers, successors, assigns, and affiliates, an irrevocable, perpetual, royalty-free, assignable, worldwide license to use, display, exhibit, broadcast, reproduce, record, modify, sell, license, create derivative works from, or otherwise use, in any medium, Client's name, photograph, likeness, statements, trademarks, and copyrighted material (collectively and individually referred to herein as "Images and Content"), whether such Images and Content are taken or recorded by WWNS or submitted or posted by Client to or about WWNS or its Services through or over any medium, such as through social media posts, text messages, or email. Client agrees that WWNS may use such Images and Content for commercial, educational, informational, or other materials in which Client appears, and acknowledge no monetary or other compensation is provided in exchange for waiving this right. Client, however, retains all rights to their own trademarks and copyrights.

10. **Representation and Warranty.**

- a. WWNS represents and warrants that it shall perform the services in a professional manner.
- b. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION, NEITHER WWNS NOR ANY OTHER PERSON ON WWNS'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY WWNS OR ANY OTHER PERSON ON THE WWNS'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.



11. Indemnity. Client hereby agrees to indemnify and hold harmless WWNS from and against any and all third-party claims, actions, and suits (whether groundless or otherwise), losses, damages, costs, expenses, and liabilities of every nature and character arising out of or related to this Agreement. Client shall indemnify, defend and hold WWNS harmless from and against any and all costs, damages, claims, suits, actions, liabilities, losses and judgments, including attorney fees, arising out of or relating to Client's (a) access to or use of the services, (b) breach of any representation and warranty or any covenant under this Agreement or any Statement of Work, (c) negligence, fraud or willful misconduct, including the negligence, fraud or willful misconduct of the Client's affiliates and representatives. WWNS shall not be liable for any incidental, consequential, special, indirect, punitive, delay, or third-party damages or claims.

12. Limitation of Remedies. WWNS SHALL NOT ASSUME ANY LIABILITY, OBLIGATION, EXPENSE, OR INDEBTEDNESS (INCLUDING ANY PRINCIPAL, INTEREST OR OTHER AMOUNT OWING IN RESPECT OF ANY SUCH INDEBTEDNESS) OF CLIENT OF ANY NATURE WHATSOEVER, WHETHER ABSOLUTE, ACCRUED, CONTINGENT OR OTHERWISE. WWNS'S LIABILITY SHALL NOT EXCEED THE AMOUNT CLIENT PAID WITHIN THE LAST MONTH.

13. Notices. All notices and other communication hereunder shall be made in writing and deemed given is delivered personally or by commercial delivery service to mailed by registered or certified mail (return receipt requested) or email to the Parties at the addresses provided (or at such other address as a Party from time to time may specify by like notice).

14. Mediation and Arbitration. Any controversy, dispute or claim arising out of, or relating to this Agreement, any breach thereof, or the relationship between the Parties shall be mediated through a mutually agreed upon mediator in Utah County, Utah. Thereafter, the Parties agree to arbitrate any issues that are not resolved before a single arbitrator in Utah County, Utah. Said arbitration shall be binding on the Parties and may be enforced in a court of competent jurisdiction in accord with the laws of Utah. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah, without regard to conflict of law rules. This agreement to arbitrate survives any termination or expiration of the Agreement and bankruptcy or insolvency of either Party. Client agrees not to file suit in any court against WWNS, any of its affiliates, subsidiaries, officers, directors, or employees. In the event Client files a claim in court or a claim for arbitration against WWNS, Whitney Jensen, or their employees, contractors, representatives or otherwise, Client's access to any WWNS services will be immediately forfeited by the Client without any refund.

15. Severability. If one or more provisions of this Agreement are deemed to be unenforceable or invalid, the remainder of the provision shall remain in full force and effect and the unenforceable or invalid provision shall be stricken.

16. Attorneys' Fees. In any action or proceeding arising out of or related to this Agreement, whether in law or in equity, the prevailing Party shall be entitled to recover its reasonable attorney fees and related costs, including fees and costs incurred prior to formal initiation of an action or proceeding, and including fees and costs incurred for collecting or attempting to collect any judgment or award arising from such action.

17. Modification. No modification or amendment to this Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.



18. Waiver. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise or delay in exercising, any right, remedy, power of privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Governing Law. The laws of the State of Utah, without giving effect to its conflict of law provisions, shall govern any dispute, claim, action or proceeding relating to or arising out of this Agreement.

20. Entire Agreement. This Agreement represents the entire agreement between the Parties and replaces all prior agreements between them, whether oral or written. Each Party acknowledges that the other Party has not made any representation or warranty on which a Party may rely that is not included herein.

ACCEPTANCE OF TERMS AND CONDITIONS SET FORTH ABOVE

MINOR/INFANT CLIENT INFORMATION - Requires a parent and/or guardian to complete, sign and Date Below:

Minor #1 (Last name, First name, Middle Initial – Print) / (Date of Birth MM-DD-YY)

Minor #2 (Last name, First name, Middle Initial – Print) / (Date of Birth MM-DD-YY)

Minor #3 (Last name, First name, Middle Initial – Print) / (Date of Birth MM-DD-YY)

ADULT/PARENT/GUARDIAN CLIENT INFORMATION - Requires a parent and/or guardian to complete, sign and Date Below:

Adult #1 (Last name, First name, Middle Initial – Print) / (Date of Birth MM-DD-YY) / (Relation)
