

ENRICHMENT PROGRAM PROVIDER AGREEMENT

____RM Approval (Initial)

Date:

Type of Program:

Provider's Full Legal Name:

Provider's Address:

Participating Bright Horizons Location (s): [Attach list if needed]

Provider and Bright Horizons Children's Centers LLC ("Bright Horizons") agree as follows:

1. Provider will conduct a quality children's enrichment program (the "Program") at the location (s) listed above. Program details are included in the attached Exhibit A.
2. Provider is an independent contractor and is fully responsible for its personnel including their wages, salaries, and benefits. Bright Horizons is not responsible for withholding any taxes, of any kind. Neither Provider nor its personnel are entitled to or eligible for workers' compensation, unemployment compensation, or any other benefit from Bright Horizons or on account of the Program. Nothing in this Agreement shall be construed as creating the relationship of employer and employee between Provider and its personnel and Bright Horizons.
3. Provider will defend, indemnify, and hold Bright Horizons harmless from and against any and all damages, losses, liabilities, injuries to persons or property, obligations, claims, litigation, or other expenses of any kind or nature related to Provider or its personnel's activities. This indemnification shall survive the Agreement's termination.
4. **Prior to the start of the Program and as a prerequisite to entry at a Bright Horizons location,** Provider and all of its employees present for the Program **must:**
 - a. provide Bright Horizons with a Certificate of Insurance described on Exhibit A. This insurance must remain in effect for the duration of the Program and renewed annually if applicable. Insurance requirements may be relaxed or waived only by Bright Horizons' Risk Management and if the Program *does not* involve physical activity and/or contact with the Provider or animals, and
 - b. submit to and be cleared by both the applicable state background check(s) and Bright Horizons' background check, **at Provider's sole cost,**
5. Either party may terminate the Program at any time, for any reason, upon thirty (30) days' written notice. Bright Horizons may terminate the Program immediately if, in its sole

judgment, it is necessary to preserve its business interests or the interest of the children and families it serves. Upon termination, Provider will be paid services performed to date and will return any pre-paid parent fees.

6. Both parties will keep in confidence all information of the other that is disclosed during the Program, including but not limited to all family or child identities, personal information, client information, or business information. Neither will duplicate the other's materials, except as may be required for the Program. Neither shall have the right to use other's name, trademark, or logo without the other's prior written consent. Nothing herein shall be deemed to limit Bright Horizons from engaging other Providers to conduct other or similar Programs.

7. Provider will not contact or solicit Bright Horizons' children, employees, customers or clients directly or indirectly, for any purpose whatsoever, for its own benefit or the benefit another.

8. This Agreement is intended as final expression of the parties' agreement and as a complete and exclusive statement of the terms thereof. This Agreement shall be governed by the laws of the state where the center is located.

Provider

BRIGHT HORIZONS CHILDREN'S
CENTERS LLC

By: _____
By its Division Vice President

EXHIBIT A

Program Details

1. **Payment:** Select one of the following:
 - a. _____ There is no charge to families for the Program.
 - b. _____ The charge for the Program is \$_____ per child, and:
_____ Bright Horizons will collect fees from Parents and pay Provider
_____ Parents will pay Provider Directly.

2. **Revenue Sharing:** Provider agrees that Bright Horizons will receive ___% of the total gross revenue collected from this Program. These amounts will be reconciled and paid no later than 30 days after the Program's conclusion.

3. **Term:** Select one of the following:
 - a. The Program will begin on _____, 20__ and end on _____, 20__
 - b. The Program is a one-time event and will occur on _____.

4. **Cancellation:** If the Provider or Center must cancel a class or classes for any reason, they will make their best efforts to notify Parents as soon as possible and reschedule. If the class is not rescheduled, Parents will be credited/repaid for the associated charge by the party collecting the fees.

6. **Program Materials:** Provider will provide all materials needed for the Program at no additional charge to Bright Horizons or to the individual participants in the Program.

7. **Insurance:** Provider will provide a Certificate of Insurance prior to the start of the Program, and annually thereafter, reflecting these coverages and requirements:
 - o Worker's Compensation Statutory – sufficient to comport with the laws of the state where services are to be provided.
 - o General Liability – \$1 million with each occurrence.
 - o Umbrella Coverage - \$2 million with each occurrence.
 - o "Bright Horizons Children's Centers LLC" at 200 Talcott Ave. So, Watertown, MA 02472, included as an additional insured.
 - o Certificate must have a clause requiring thirty (30) days cancellation/revision notice to Bright Horizons.