

Tenant(s): \_\_\_\_\_  
 Tenant(s): \_\_\_\_\_ et al (and all others)  
 Address: \_\_\_\_\_ Unit: \_\_\_\_\_  
 City: \_\_\_\_\_, OREGON Zip: \_\_\_\_\_

This Agreement is for:

- Certified Family Child Care Home
- Registered Family Child Care Home

- “Certified Family Child Care Provider” means an individual who operates a Family Child Care Home that is Certified under **ORS 329A.280**.
- “Registered Family Child Care Provider” means an individual who operates a Family Child Care Home that is Certified under **ORS 329A.330**.

The Family Child Care Provider using the Premises as a Family Child Care Home shall:

1. Be Certified by the Oregon Office of Child Care to operate as a Certified or Registered Child Care Facility.
2. Remain informed of, and at all times comply with, all capacity and adult-to-child ratio requirements established by The Early Learning Council, as well as all use and other requirements applicable to Family Child Care Home Providers contained in **ORS 329A.010 – 329A.994** and related Oregon Administrative Rules, and to immediately notify Owner/Agent if any registration or certification is suspended or revoked.
3. Check A or B if Applicable:
  - A.  Require parents of any children under the care of the Family Child Care Home to sign a document in which the parents either:
    - (1) Agree for themselves and their children that the Landlord, Owner or Association, as defined in **ORS 94.550 or 100.005**, is not liable for losses from injuries to their children connected with the operation of the Family Child Care Home; **and**
    - (2) Acknowledge that the Family Child Care Provider does not maintain liability coverage for losses from injuries to their children connected with the operation of the Family Child Care Home; **or**
  - B.  Carry and maintain a surety bond or liability policy covering injuries to children under the care of the Family Child Care Provider that:
    - (1) Provides coverage of claims for injuries sustained on account of the negligence of the Tenant or their Employees;
    - (2) Names the Landlord, Owner or Association, as defined in **ORS 94.550 or 100.005**, as an additional insured; **and**,
    - (3) Provides coverage in an amount no less than the amount established by rule by the Early Learning Council in consultation with the Department of Consumer and Business Services.
4.  Pay in advance the amount of \$ \_\_\_\_\_ for the costs of modifications that are necessary or desirable for the Tenant’s use of the Dwelling Unit as a Family Child Care Home (and not otherwise required of the Owner/Agent by **ORS 90.320** or the Rental Agreement), including the cost of complying with any requirements promulgated by the Early Learning Council.
5. All Parties acknowledge and agree that a material violation of this Agreement is also a material violation of Tenant’s Rental Agreement.
6. All Parties acknowledge reading and understanding to the terms of this Agreement.

\_\_\_\_\_  
 Tenant Date  
 \_\_\_\_\_  
 Tenant Date  
 \_\_\_\_\_  
 Owner/Agent Date

\_\_\_\_\_  
 Tenant Date  
 \_\_\_\_\_  
 Tenant Date  
 \_\_\_\_\_  
 Owner/Agent Date



**SAMPLE**

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