

Host Family Agreement for Au Pair and Infant Au Pair Programs

We, _____
, residing at _____
, are applying to be a Host Family in the Au Pair Foundation program for Au Pairs and infant Au Pairs. We have fully read this Host Family Agreement for Au Pair and Infant Au Pair Programs (hereinafter "Agreement") and the United States Department of State Guidelines (hereinafter "Guidelines") concerning Au Pair visitor programs. We agree, acting on behalf of and including all members of our household and family (hereinafter, in the aggregate, referred to as "Host") to adhere to the terms and conditions of this Agreement as well as pages _____, of the Guidelines and we agree that both documents shall work cooperatively and shall be binding as part of the agreement made between us and Au Pair Foundation.

A. Family Obligations:

We have read and understand the terms described in this Agreement, and we agree to abide by the terms and conditions of this Agreement as long as we participate in the program. We accept that as an Au Pair Host, we are obligated to perform the following:

1. Provide board and lodging to the Au Pair, including a private room. We accept that the private room, as well as our home, must be approved by a designated Au Pair Foundation field staff representative.
2. Pay the Au Pair a stipend on a weekly basis in an amount that is in accordance with the guidelines set forth by the Department of State, which stipend will not be withheld for any reason, including but not limited to outstanding phone bills, auto accidents, or lost time due to illness.
3. Allow the Au Pair at least one and one-half free days per week (with at least half of that time occurring on a Sunday). In addition, the Au Pair will be given one free weekend (Friday evening to Monday morning) each month.
4. Provide the Au Pair two weeks paid vacation, subject to the pre-determined agreement made between the Au Pair and our family upon the Au Pair's arrival.
5. Provide automobile insurance covering the Au Pair with a minimum of \$10, 000 in medical coverage to cover the Au Pair if she or he is expected or permitted to drive the family cars. The maximum deductible the Au Pair may be personally liable for is \$250.00. We understand AVI International provides only secondary medical coverage in case of a car accident and that primary coverage of the Au Pair must be covered under the Host Family's auto insurance policy as an additional driver with the minimum coverage outlined above. We understand that the secondary coverage is only available if we have maintained primary insurance coverage. If we, as the Host Family, fail to provide such primary insurance, we agree to be financially responsible for any injury or property damage resulting from the Au Pair's driving.
6. Allow the Au Pair adequate time to attend educational courses at a certified post-secondary educational institution for not less than six semester hours or the equivalent thereof. We, as the Host Family, will be responsible for transportation to and from the place of instruction plus a maximum of \$500 in tuition costs for the year.
7. Have a Host Family parent or other responsible adult in our home with the Au Pair during her/his first three days upon arrival.
8. Ensure that the Au Pair does not supervise any child under the age of 3 months without a parent or other responsible adult present.
9. Maintain adequate homeowner's, fire, liability, auto and any other applicable insurance to cover the activities of the Au Pair and our family members.

B. Purpose of Program:

We understand and accept the intention of the Au Pair Foundation Program to serve as a cultural exchange program, and we recognize that the Au Pair placed in our home has been permitted into the U.S. to assist our family with child care and day-to-day family duties, but not to perform heavy housework or yard work. The time required for the Au Pair's duties shall not exceed 10 hours per day, for a total of 45 hours spread over five and one-half days per week. As a Host Family participant in this cultural exchange program, we promise to consider our Au Pair as a cultural exchange visitor in the U.S., and not treat our Au Pair as a domestic servant. In addition,

we agree that the Au Pair will be given ample opportunity and encouragement to take advantage of the educational, cultural, and natural benefits of our community and that we will participate in at least one cultural/social event organized by Au Pair Foundation.

C. Au Pair Foundation's Responsibilities with Host Family:

We accept that the sponsoring organization, Au Pair Foundation and its representatives:

1. Will oversee the selection and placement of an Au Pair with our family; but we, as the Host Family, will select our own Au Pair after reviewing Au Pair applications and after speaking with our selected Au Pair over the phone at least two times.
2. Must interview our family, with all family members present, in our home and must approve the room the Au Pair will occupy before our family may begin reviewing Au Pair applicant information.
3. Must receive at least two references for our family.
4. Must confirm employment of the host parents.
5. May make inquiries to any third person or governmental agency regarding our family and all its members.
6. Will have regular contact with the Au Pair and our family and shall assist our family and the Au Pair if the placement cannot be continued for any reason.
7. Will not be liable for and does not guarantee acceptable performance by the Au Pair. We agree that Au Pair is not an employee, agent or independent contractor of Au Pair Foundation. Au Pair Foundation is not responsible for any act or omission on the part of the Au Pair.
8. May immediately terminate our participation in the program and remove the Au Pair from our home, if a) Au Pair Foundation determines, at its sole discretion, that the Au Pair is in an unsuitable environment or is being treated in an inappropriate manner; or b) we fail to comply with any term of this Agreement, including, but not limited to, failure to pay the full program fee or any other stipend or payment required hereunder; or c) we fail to comply with any of the Regulations. In the case of any such termination, we shall not be eligible for a program fee refund or to obtain a replacement Au Pair.

D. Family Requirements for Unsuccessful Match:

We understand and agree to devote ourselves to an initial two month adjustment period to give adequate time to the settlement of our Au Pair to our culture, home, and community as well as the settlement of our family members in accepting a new family member; however, any decision regarding Au Pair removal is at Au Pair Foundation's sole discretion. We also understand and accept that the match between our family and the Au Pair may not be successful. If the relationship between our family and the Au Pair suffers in any way, we accept and agree that Au Pair Foundation will work with our family to resolve the situation. In an effort to find an acceptable resolution:

- (a) We agree to cooperate fully in maintaining communication among Au Pair Foundation's field staff and us and our Au Pair.
- (b) We accept that if, after an initial two month adjustment period, there is a serious incompatibility problem which is confirmed as irreconcilable by a representative of Au Pair Foundation, and that representative believes in good faith that the failure of the placement is not due to a lack of adherence to the Host Family Agreement by the Host Family, Au Pair Foundation will make reasonable attempts to locate another Au Pair for our family.
- (c) We accept that if the placement between the Au Pair and our family be unsuccessful, and if it is determined by a representative of Au Pair Foundation that the failure of the placement is not due to the Au Pair's lack of adherence to the Au Pair Pledge and Agreement, the Au Pair will remain in residence with our family, continue to fulfill child care responsibilities and receive the weekly stipend until a new Host Family can be arranged not to exceed 14 days. If we are not willing to keep the Au Pair in our home until he/she is placed elsewhere, we agree to pay the \$15/day housing stipend not longer than a 2-week period or until another placement for the Au Pair can be secured, whichever comes first.
- (d) We accept that the Au Pair may be placed with another Host Family in our community or elsewhere, or the Au Pair may be excused from the program and returned to her/his home country.
- (e) We accept the resolution may include the placement of another Au Pair with our family, no sooner than the end of the second month of the exchange and no later than the end of the sixth month.
- (f) We further understand that Au Pair Foundation will provide us with ONE replacement within the first six months of our original application without being required to pay to re-apply to the program and pay new



program fees. We understand that a replacement au pair will be provided at the sole discretion of Au Pair Foundation, and is dependent upon current au pair availability, and that Au Pair Foundation will use reasonable efforts to find a replacement. We understand that if the match with a replacement au pair is unsuccessful, FOR ANY REASON, and we decide to continue in the program, we will be required to pay new program fees less a credit in the amount of \$300 for each remaining month of the original program year.

(g) We accept that if Au Pair Foundation finds that our Au Pair has been subject to any exploitative conditions in our household (such as our failure to pay the stipend on a weekly basis or to provide the agreed upon free time or educational benefits) and we fail to correct the breach after being requested to do so, Au Pair Foundation may cancel our participation in the program and remove the Au Pair from our home, and we will forfeit the right to a replacement Au Pair or refund.

E. Fees Payable:

We understand and agree to pay the program fees as outlined below. We understand and accept that these fees are designed to assist in the cost of the Au Pair's airfare, training orientation, medical insurance, local Au Pair events, placement and supervision by a field staff representative, and other operational expenses. We understand that all fees are subject to change.

1. \$ 250 **Application Fee:** the Application Fee is non-refundable unless your application is not accepted.
2. \$ 3400 **Placement Fee:** once you have selected your Au Pair.
3. \$ 2000 **Arrival Fee:** once your Au Pair arrives in your home.

F. Refund of Fees:

We are fully aware that the majority of Au Pair Foundation's costs are incurred during the interview and placement period and the orientation and training; thus, we accept the limited refund policy which will be applied as set forth below. The decision of Au Pair Foundation is final in determining a breach of the Host Family Agreement and the amount of refund, if any. The Au Pair Foundation program is intended primarily as a cultural exchange program rather than a domestic services business. Therefore, the refund policy is the exclusive remedy in the event Au Pair Foundation is unable to provide a compatible replacement Au Pair, and Au Pair Foundation is not responsible for any economic damage or cost alleged to arise from loss or unavailability of the Au Pair's services.

Annual Program Fee Refunds and Credit

- A. Application Fee: The \$250 Application Fee is non-refundable, unless a family's application is not accepted.
- B. Refund before Au Pair's arrival in the U.S.: If Host Family cancels prior to the Au Pair's arrival, Au Pair Foundation will refund all monies paid, less \$750.00 (\$250 Application Fee plus \$500 Cancellation Fee), plus the cost of non-refundable airline tickets or penalties, if applicable.
- C. International and/or domestic airfare surcharges are not refundable after the Au Pair's arrival.
- D. If Host Family has a one year agreement, a refund after the Au Pair's arrival will be calculated as follows:

Months of Childcare Paid For:

(Includes all months in the Host Family's current program year)

Less Months of Childcare Received: -

(Includes all Au Pairs placed with Host Family, and includes week(s) at Orientation)

Multiplied Monthly Rate of Refund: x \$ 250.00

Equals Total Refund Due: =

The refund calculation listed above is based on the Host having paid for a full program year (12 month minimum). If the Host Family is on the Payment Plan and has a balance of fees due, or if any other fees are due to Au Pair Foundation, this balance due will be subtracted from the total refund amount. If Host Family has less than (6) months remaining on their original 12 month program year, no cash refund will be given. Instead, Host Family will be receive a credit of \$300 a month toward a new program year.

G. Miscellaneous:

In addition to all conditions, rules, and guidelines stated above, we understand and accept that:

1. Au Pair Foundation shall not be responsible for any personal bills incurred by the Au Pair while resident with our family, such as, for example, telephone bills, credit card charges or other purchases or debts.



2. Au Pair Foundation will use reasonable efforts to screen Au Pair candidates.
3. Au Pair Foundation cannot guarantee that an Au Pair offered to us will be compatible with our family circumstances or free from behaviors or personal characteristics which we might find objectionable.
4. Au Pair Foundation's function is to locate and present us with candidates whom Au Pair Foundation believes are suitable, but that the final interviewing and selection of an Au Pair for our family is our responsibility. We agree to use our best efforts in the selection process to review the candidates carefully and select the Au Pair we believe will be the best choice for our family.
5. If a dispute arises as to any of these limits or requirements, Au Pair Foundation shall resolve said dispute, and its decision shall be final.
6. We understand that in the event there is an infant under the age of two years old, the Au Pair must have 200 hours of documented experience working with children under the age of two. Such documented experience shall be verified by Au Pair Foundation prior to placement of the Au Pair in our home.

H. Release of Liability:

We agree to release Au Pair Foundation, its subsidiaries, their officers, employees, and agents from all claims for any personal and/or property damage, injury, loss, delay, or expense incurred by us or any family member, guest, employee, or agent, due to events beyond Au Pair Foundation's reasonable control, including, without limitation, acts of God, acts of war or government restrictions, and, in the absence of gross negligence or willful misconduct by Au Pair Foundation, any events directly or indirectly caused by any intentional or negligent acts or omissions by an Au Pair placed in our household.

I. Indemnity:

We further agree to indemnify and hold harmless Au Pair Foundation and their subsidiaries, officers, employees and agents for any liability or expense, including court costs and legal fees, incurred by them resulting from any personal or property damage, injury, loss, or expense incurred by any such Au Pair that we directly cause or contribute to in any way.

J. Failure of Placement:

Acknowledging that Au Pair Foundation is a cultural exchange program rather than a domestic services business, and that this Agreement is not made primarily for commercial or economic benefit to the Au Pair Foundation, we understand and agree that if Au Pair Foundation is unable for any reason, after reasonable efforts, to place an Au Pair with our family or to obtain a replacement Au Pair if one should be needed, Au Pair Foundation is not responsible for providing alternative or interim child care or for the cost of our doing so. We agree to release Au Pair Foundation, its subsidiaries, and their officers, employees, and agents from any and all claims for financial, incidental, or consequential damages, including but not limited to, costs of alternative or interim child care, loss of income, travel costs, emotional or psychological injury, or other loss or damage of any kind which may arise from the unavailability of the Au Pair's services for any reason whatsoever.

K. Representations:

1. We have received a copy of, have read and understand: 1) the United States Department of State's Rules for Exchange Visitor Programs, Title 22 of the Code of Federal Regulations, Part 62.31, effective April 1, 2001 governing Au Pair programs; and 2) the United States Department of State's written statement to host families. We agree to comply with all provisions of the Exchange Visitor Program Rules applicable to host families.
2. We have received a copy of, have read and understand the Au Pair Pledge and Agreement, of which we will receive a copy signed by the Au Pair of our choice as soon as a placement agreement has been made.
3. We further understand and agree that to the extent any of our home state labor laws (for example, minimum wage and overtime rules), or federal or state labor and/or income tax laws, may apply to the performance of services by an Au Pair in our home, we are solely responsible for complying with such laws. Au Pair Foundation does not provide legal advice regarding any such laws and is not responsible for informing us of or overseeing our compliance with any such laws as labor laws and income tax laws vary from state to state and are subject to change without notice.
4. We represent that all information we have set forth in the Application and Agreement is true and correct.



L. General Provisions:

1. It is agreed that U.S. Law shall apply to this agreement, and I agree to submit to the jurisdiction of the State of California courts. I have read this entire agreement carefully, and I have had the opportunity to ask questions, obtain advice as to its meaning, and I understand it.
2. We agree that Au Pair Foundation shall arrange the Au Pair's one-way domestic transportation between the U.S. gateway city and the Host Family community, when necessary, and we are responsible for paying a domestic flight surcharge to cover the cost of that ticket. We are also responsible for any increased costs that may result from changes in travel schedule caused or requested by us.
3. We understand that this document, titled Host Family Agreement contains Program Guidelines set forth by Au Pair Foundation and the United States Department of State, is the entire contract and agreement between us and Au Pair Foundation. We do not rely on any promises, statements, or representations that are not expressly stated in this Agreement.
4. We understand that as a convenience, this "Host Family Agreement" may be signed in counterparts and may be delivered by fax. A faxed signature shall be considered the same as an original.
5. In the event of any dispute between the parties concerning the performance, enforcement or interpretation of this Agreement, such dispute shall be determined by binding arbitration before the American Arbitration Association or Judicial Arbitration and Mediation Services in San Francisco, California, upon the petition of either party. In such proceeding, the parties may utilize subpoenas and have discovery as provided in California Code of Civil Procedure Section 1282.6, 1283 and 1283.05. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction on the petition of either party. We agree that California is a fair and reasonable venue for resolution of any such dispute and it submits to jurisdiction of the Courts of the State of California cause, among other reasons, this Agreement was negotiated in large part in California, and Au Pair Foundation is domiciled in California.
6. We hereby certify to Au Pair Foundation that we have adequate financial resources to satisfy all of our obligations as a Host Family in the Au Pair Foundation program. We have received a copy of the Au Pair Foundation Host Family Payment Options Form and understand the payment options as set forth in this document. We understand that whichever method of payment we choose; we will be obligated to make payments according to that payment plan. We would like to pay for the program and flight fees as follows:

We will pay by: Check Money Order Credit Card

Please charge to my: MasterCard Visa Card

Account Number:

Expiration:

Print or Type Name:

Signature:

We have carefully read this Host Family Agreement; we fully understand and agree to all terms and conditions of this Agreement with Au Pair Foundation; and we have retained a copy of this document for our files.

Date

Signature of Host Father Signature of Host Mother

SSN: SSN: