

The following agreement (“Agreement”) is entered into between Au Pair International, a Colorado Corporation (“API”) and (first and last name of au pair) _____ (“I”) and outlines a minimum standard of participation and conduct for the *Au Pair Program* (“Program”).

I, the undersigned, agree that Program regulations issued by the United States Department of State (22 CFR 62.31) (“Regulations”) and API information, guidelines, brochures and handbooks are deemed incorporated in this Agreement. I acknowledge receipt of a copy of the Regulations as they apply to me. I understand that if there is any confusion between this Agreement and the terms of any other contracts, agreements, or API materials of any kind, the terms of this Agreement shall prevail.

Qualifications and Acceptance:

1. I understand that the Program is a minimum twelve (12) month long J-1 Visa cultural exchange child care program in the USA.
2. I confirm that I comply with all the requirements for the Program including, but not limited to; that I have never been charged with or convicted of a criminal offence; I have not previously participated in an au pair program in the USA; I have successfully completed my secondary school and I am in good health. I confirm that the information I have given in my au pair application is accurate; all qualifications described, certificates and references provided are genuine. I understand that in order to care for children under the age of two I must have at least 200 hours of documented infant child care experience. I understand that API has the exclusive right to determine my suitability for acceptance and for my continued participation in the Program.
3. I understand that it is entirely my choice to participate and continue in the Program and to accept or decline a placement with a host family presented to me, and that it is my responsibility to read and understand all the information provided to me regarding a prospective host family. I agree to interview with the potential host family by telephone and request additional information, if needed, before accepting the placement.
4. I will complete all visa and screening requirements and obtain a passport valid for at least 26 months after my departure to the USA.
5. I agree to complete the au pair training course and review all pre-departure material before my departure to the USA.
6. I understand that in the event of my late cancellation from the Program prior to departure, API reserves the right to charge a cancellation fee.

Travel and Flights:

7. I understand that Program flights will depart from and return to designated airports, that I am responsible for my own transportation to the specified departure airport in my home country and for transportation to a designated US airport in time for my return flight. I understand that I am responsible for costs prior to departure and upon my return. I understand that API will not be responsible for alternate transportation, or airline baggage costs or airport taxes. I understand that *if* I am required to pay a flight contribution for my flight to the US, a similar flight contribution for my return flight will apply at the end of the Program. I understand that if I change my ticket after it has been issued, I will be responsible for paying a change fee and other airline penalties. I understand that on the completion of my Program, I am expected to depart on the date and time arranged by API. I understand that API cannot book my return flight for a date later than thirty days after the completion of my Program.
8. I agree to keep the forms DS-2019 and I-94 safe at all times and understand that it is costly and timely to replace lost forms. I understand that, should I wish to travel outside the US during my Program, I must submit (and receive) my DS-2019 form to API for a signature prior to leaving.
9. I understand that if I am in good standing with the Program, I may legally remain in the US for 13 months after my arrival date, but that the expiration date on my visa may show an expiration date earlier than the 13 months. For this reason I am recommended to not travel abroad during my 13th month as I might not be able to re-enter the US during this time.

Program Rules and US Regulations:

10. I understand that during my Program participation: i) I may provide child care and light child care related housework for up to 45 hours per week and up to 10 hours per day; ii) I will be compensated at a weekly stipend by my host family in conformance with the requirements of the Fair Labor Standards Act as interpreted and implemented by the US Department of Labor; iii) I will have a minimum of one and a half days off per week in addition to one complete weekend off each month and receive two weeks of paid vacation; iv) I must register and attend classes at an accredited US post-secondary institution for not less than six semester hours of academic credit or its equivalent. I understand that my host family has agreed to facilitate the enrollment and attendance and to pay the cost of such academic course work in an amount up to \$500 and that I will be responsible for educational costs exceeding this amount; v) I may not accept any form of paid employment in the US during my stay other than within my duties as an exchange participant with my current host family; vi) My host family must provide me with a suitable private bedroom; vii) A parent or other responsible adult must remain in the home for the first three days following my arrival; viii) I may not have the sole responsibility of a child younger than three (3) months. *If* my host family has a child younger than three months of age, a parent or other responsible adult must be present.
11. I understand that active and safe care of the children is my first priority as an au pair. I agree to be diligent, conscientious and involved while caring for children and to never leave a child unattended and to never put a child at risk in any way. I agree to limit personal Internet or phone communication while caring for children. I understand that by caring for children I am assuming a great responsibility.
12. I understand that all vacation and free time must be planned and mutually agreed upon in advance with my host family.
13. I agree to perform the child care responsibilities outlined by my host family to the best of my ability and due respect, and make every effort to act as a caring, responsible family member, and will abide by my host family’s household rules. I will discuss and agree to the rules for use of Internet, cell phone and phone use with my host family. I will accept any cultural differences in the spirit of cultural exchange.
14. I understand that I will be responsible for all personal debts (personal phone calls, gas usage, etc.) during my Program.
15. I agree to not use an automobile without express permission from the owner and that any agreement to use any automobile is strictly between the automobile’s owner and me. I agree to not use an automobile unless I have the required papers for driving in the state and the owner has obtained all mandatory automobile insurance coverage required for me. I understand that I am strongly recommended to obtain a state driver’s license even in states that does not specifically require it. I understand that in the event of an automobile accident, I may be liable for an insurance deductible up to USD 500 per accident. I understand that if I do not have a local US state driver’s license, I need to have my foreign driver’s license and my international driver’s permit with me when driving.
16. I understand that during the Program, I will be covered under basic health insurance and that the deductible, as stated on my insurance card, applies per illness/accident. Insurance provided by API is valid from the start date to the end date of the Program. I understand that in order to have insurance coverage during my 13th month, I must purchase such insurance. I agree to and understand the insurance policy and agree to pay for any medical or transportation expenses that are not covered by the insurance. I understand that any conditions or illness I am suffering from prior to entering the US will not be covered under any insurance. I release API from any liability relating to any medical care received. I understand that my insurance and participation in the Program does not cover costs related to court appearance assistance, liability insurance or legal fees.

Supervision, Monitoring and Support:

- 17. I will co-operate fully with those supervising the Program on my behalf, maintain monthly contact with my local Area Director or other API representative in my Area Director's absence and abide by any reasonable instructions they may give me. In addition to the terms of this Agreement, I agree to abide by additional reasonable terms and conditions stipulated by API during the Program.
- 18. I agree to, as soon as possible, notify my local Area Director in case of dissatisfaction, concerns and/or problems including, but not limited to; safety, welfare, adjustment to my host family and/or the American culture, misunderstandings, disagreements or problems with my host family, my health, fulfilling my educational requirement, homesickness, language or other. In situations where I am having problems with my host family, I agree to consult with and/or meet with my local Area Director or other API representative(s) and to follow API's mediation guidelines as outlined in the au pair handbook and by API staff.
- 19. I agree to contact my API Regional Director if my local Area Director does not provide the supervision and support as required.
- 20. I will immediately report to API unusual or serious situations or incidents involving either myself or my host family.
- 21. I understand that an API representative will attempt to contact me within forty-eight hours of my arrival and meet with me and my host parent(s) within two weeks of my arrival. I agree to make myself available for these contacts and to immediately contact my Area Director or Regional Director if these contacts have not taken place.
- 22. I understand that I am recommended to keep funds of a minimum of USD 500 for emergency purposes during the Program.

Rematch During the Program:

- 23. I understand that API does not guarantee that an au pair will have the opportunity to re-match during the Program and that such decision will be at API's sole discretion.
- 24. If problems with my host family cannot be resolved and I am recommended for future placement, I understand that, at API's discretion, API will use reasonable efforts to find new host family for me. I understand that API may be required to disclose information received from my original host family regarding my stay, performance and behavior while with their family.
- 25. During a re-match process, I shall, if possible, continue to live with my current host family who, in their discretion, may request me to provide, or not to provide, child care for their children. If I can not remain with my host family, API will make reasonable attempt to find temporary housing for me. I agree to remain in contact with API at all times and to make myself available to be interviewed by potential new host families.
- 26. I understand that if my placement and/or participation in the program is/are deemed unsatisfactory by API for whatever reason, API will reassess my suitability for future placement. If a recommendation for future placement cannot be provided by my host family, my Area Director and/or my Regional Director, and/or a new family placement cannot be found within a reasonable period or due to my behavior or if I refuse to be placed; my participation in the Program will be terminated and be subject to the standard termination procedures outlined in this Agreement.

Early Termination and Suitability Procedure:

- 27. I understand that I may be terminated from the Program if I do not successfully complete the 12 month long Program with API for reasons including but not limited to: if I leave my host family without prior consent from API; if I decide to terminate my participation and return to my home country before the end of my 12 month long Program; if I am removed from the Program at the discretion of API in accordance with this Agreement; if I do not fully participate in training, academic courses and monthly meetings/contacts; if I in any way violate this Agreement; or if I put myself in a situation where I cannot be placed with a new host family. Such termination may result in any or all of the following:
 - a. I will forfeit the return ticket and I will be required to make my own arrangements to return to my home country at my own expense;
 - b. I will no longer receive the support of my host family or API;
 - c. My API insurance coverage will no longer be valid and no part of it refunded;
 - d. API will not provide me with housing.
 - e. My J-1 visa will no longer be valid; and;
 - f. If I remain in the USA after an agreed departure date, my status will be reported to US Immigration.

Program Extension:

- 28. I understand that au pairs may apply to extend their Program participation for additional 6, 9 or 12 months beyond the first 12 Program months. I understand that I may apply to extend my Program participation with my current host family or to be considered for placement with a new host family during the extension period. I understand that in order to extend my Program I must submit the Extension Program Application and formally be approved for the extension.

Agreement between Au Pair and Originating Exchange Organization:

- 29. I understand that API is not a party to any agreement or translations of agreements between me and the Originating Exchange Organization in my home or other country or between me and other organizations including, but not limited to, other US or international agencies, travel agencies and/or insurance companies. API assumes no duties or responsibilities for any acts or omissions of agreements between me and other parties.

General Release, Indemnification and Hold Harmless Provisions:

As a condition of the my participation in the Program, I agree to release and hold harmless API, its employees, officers, subsidiaries, agents and/or affiliated organizations for injury, loss, delay, and/or any other damage and/or expense incurred by me or any other person due to (i) any incident beyond API's reasonable control, including without limitation, acts of God, acts of war, or government actions and restrictions, (ii) any events directly or indirectly caused, in whole or in part, by intentional or negligent acts or omissions by any third party, including but not limited to any member, guest, employee or agent of the host family or other persons in the host country, even if API's negligence is alleged to have contributed to the event; (iii) risks associated with foreign travel and living abroad, including but not limited to, risks associated with health care services, living conditions, sanitation conditions, road and transportation systems, criminal justice systems, civil liberty laws, customs and values; (iv) any differences in the living conditions and standards between my home and home country and the host home and host country; and/or (v) any act or omission of the Originating Exchange Organization. As a further condition of my participation in the Program, I agree to indemnify and hold harmless API, its employees, officers, subsidiaries, agents and/or affiliated organizations from any liability or expense, including court costs and attorney fees, resulting from any injury, loss or any other damage or expense caused by me during my participation in the Program. I agree that API and/or its affiliates, without liability or expense to themselves, may take such actions as it considers necessary regarding my health and safety during my participation in the Program.

My signature below indicates acceptance of the terms of this Agreement, and is legally binding. No alteration of the terms of this Agreement will be valid unless approved by Au Pair International in writing. I have retained a copy of this Agreement. This agreement shall be governed by the laws of the State of Colorado, USA.

Signature _____ Date ____ / ____ / ____ Print name _____