

# SUMMER AU PAIR AGREEMENT

151 East 6100 South, Suite 200 Murray, Utah 84107 801.255.7722 801.255.7782 fax www.goAUPAIR.com

| l,          |             |      |          |       |       |        |        |       | _, a | n a | applicant | to  | be    | an   | Au   | Pair | in | the |
|-------------|-------------|------|----------|-------|-------|--------|--------|-------|------|-----|-----------|-----|-------|------|------|------|----|-----|
| goAUPAIR    | Operations, | LLC, | program, | agree | to al | bide I | by the | terms | and  | СО  | nditions  | set | forth | n in | this | agre | em | en  |
| as outlined | below.      |      |          |       |       |        |        |       |      |     |           |     |       |      |      |      |    |     |

## **PRELIMINARY REQUIREMENTS**

- 1. I certify that I am between the ages of 18 and 26.
- 2. I have graduated from secondary school.
- 3. I agree to submit a certified criminal record check or its equivalent. I understand that if a criminal history exists I will not be allowed to participate in the program.
- 4. I agree to complete a psychometric profile and personality profile provided by goAUPAIR Operations, LLC, to my local agency.
- 5. I agree that I will complete 32 hours of childcare training provided by goAUPAIR Operations, LLC, prior to arriving at my Host Family's home.
- 6. I agree to submit a physician's report and hereby state that everything contained in the report is complete and accurate.
- 7. I can provide childcare and character references.
- 8. I agree to pay a Completion Security Deposit and any required Foreign Add-on Airfare.
- 9. I agree to abide by all appropriate regulations and laws of goAUPAIR Operations, LLC, and the U.S. government and to cooperate with all those supervising the program and to abide by any reasonable instruction.
- 10. I agree to be present for all flights and transportation arranged for me by goAUPAIR Operations, LLC.
- 11. I agree to return home at the end of my stay and before my au pair J-1 visa expires. I will not attempt to return to the United States without a valid visa.
- 12. I agree to provide my own transportation to the departure airport at my own expense.

#### **DUTIES**

I understand and agree that providing quality childcare is my primary responsibility and any failure to do so will result in my immediate termination from the program. I understand and agree that my childcare responsibilities will take precedence over my own personal and/or social life. The child care duties I will be responsible for may include, but are not limited to the following:

- 1. daily maintenance of the children, including meal preparation, doing the children's laundry, transporting the children to various activities, assisting with homework, playing, teaching and caring for the children
- 2. minor housekeeping, including but not limited to, washing the children's dishes, tidying up the children's rooms and making their beds, vacuuming and dusting the children's rooms and cleaning their bathrooms. In addition, I agree to pick up after the children in any room in which they have played.
- 3. I understand that I am not responsible for the overall general housework, nor am I responsible for cleaning up after any adult member living in the household.
- 4. I agree to keep my personal living space clean and tidy.

### **DISCIPLINE**

I agree to abide by the method of discipline as outlined by the Host Family. At no time will I strike a child or cause physical harm to a child. In the event that I cause physical harm to a child, I understand I will be immediately terminated from the program and will forfeit both my Completion Security Deposit and ticket home.

#### **EDUCATION**

I agree to enroll in and attend three semester hours (a minimum of 36 classroom hours) of post-secondary classes at an accredited institute of higher learning during my stay. I understand that my Host Family will pay up to \$250 toward tuition, books and transportation. I agree to be responsible for any additional amount over \$250 that may be required by the institution in which I choose to enroll. I agree that my course work will not interfere with my childcare duties. Additionally, I agree that should I change families after I receive \$250 towards my education, I will not be eligible for further financial help from my new Host Family.

| Initials | Date |
|----------|------|
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# SUMMER AU PAIR AGREEMENT FORM

#### **HOST FAMILY**

I agree to abide by any mutually agreed upon house rules as set forth in the Written Agreement. This might include, but is not limited to, houseguests and curfew. If I feel that I am being treated unfairly regarding the Host Family's attitudes, workload, housework, or being coerced to work extra hours, I will bring the matter to the attention of the Host Family and contact my Local Area Representative (LAR). Additionally, should I be subject to any physical, sexual or emotional abuse from any member of the Host Family. I agree to immediately contact my LAR. I agree to abide by all local, state and federal laws, including the 21-year old drinking age restriction during my stay in the United States. I understand failure to do so will result in my immediate termination from the program.

#### **POCKET MONEY AND EXPENSES**

I agree that my weekly pocket money will be no less than \$139.05 per week in exchange for working up to ten hours per day for a maximum of 45 hours per week. I understand that I will have one and one-half days off per week with one full weekend off per month. I am entitled to receive 4 days paid vacation to be taken at a time mutually agreed upon with my Host Family. Additionally, I agree that should I change families after I have used my vacation time, I will not be eligible for further vacation time from my new Host Family.

I accept complete responsibility for my own expenses, including but not limited to, long distance telephone calls, dry cleaning, medical expenses not covered by my medical insurance and any other personal expenses incurred by myself or by the Host Family on my behalf. Neither goAUPAIR Operations, LLC, nor the Host Family will accept responsibility for any personal charges or extra expenses that I have incurred. If I am transferred to another Host Family for any reason, I understand that my present Host Family may withhold my last two weeks of pay in order to cover any outstanding debts that I may owe the Host Family. I understand that the Host Family must be able to provide me with a copy of the bills.

#### J-1 VISA

I agree to complete all visa requirements in accordance with the instructions and to be responsible for obtaining a valid passport. I understand that goAUPAIR Operations, LLC, is designated by the U.S. Government as an au pair program sponsor. Furthermore, I understand that I must be a suitable candidate for a visa, by obeying all Department of State and U.S. Laws and Regulations, and must remain so during my year stay in the U.S. If I do not return to my own country at the end of my visa or if I leave my Host Family without the approval of the program, or I am unable to accept a placement with another Host Family with the program's approval, my case details will be turned over to the Department of Homeland Security for deportation proceedings. I will be required to pay for my own airfare home if I cannot complete my commitment to the program, plus I will not receive my Completion Security Deposit or any accrued vacation pocket money.

I understand that it is illegal for me to accept any paid employment beyond specific program childcare services to my Host Family, and I agree that I will not engage in such illegal employment during my stay in the United States.

#### **COMPLETION SECURITY DEPOSIT**

A Completion Security Deposit shall be paid to the program at the time of match with my Host Family. This Deposit will be returned to me upon my completion of a successful four months in the United States. In order to receive the Deposit, I agree to: 1. submit a letter to goAUPAIR Operations, LLC, following my return home and include my return boarding pass(es); and, 2. Provide documents showing the fulfillment of my education requirements according to program requirements.

I will not receive the Completion Security Deposit or my return ticket home if: 1. I am asked to leave my Host Family for any reason and no replacement family is available for me; 2. I leave the program before my commitment is complete; 3. I ask to leave my Host Family and a replacement family does not accept me within two weeks of notifying corporate headquarters; or 4. I do not satisfactory complete my year as an au pair and return to my home country at the end of my au pair visa.

The Completion Security Deposit cannot be used for payment of any debts owed by me nor can it be used for airfare should I not complete my commitment.

I understand in the event of a late cancellation by me, where goAUPAIR Operations, LLC, or its agents have issued a DS-2019 for visa application and/or has booked an airline ticket for me and/or I have received childcare and child development training from goAUPAIR Operations, LLC, I may be required to forfeit my Completion Security Deposit.

| Initials | Date |  |
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# SUMMER AU PAIR AGREEMENT FORM

#### **GRIEVANCE PROCEDURE**

I understand the Grievance Procedure for averting or dealing with potential problems is: 1. I will attempt to discuss the problem with my Host Family; 2. if this does not produce satisfactory results, I will pursue the issue with my LAR verbally or in writing; and, 3. if I still feel the problem is unresolved, I will call corporate headquarters and provide written notification of the problem. Only after these procedures have been completed will a rematch be considered. If a rematch occurs I understand that I cannot go to a Host Family in the same area.

#### **EARLY DEPARTURE**

If I leave my Host Family within the first sixty (60) days of arrival, whether it is to return home or move to a new family, I will be responsible for reimbursing my Host Family for the cost of my arrival airfare. I understand that this is my responsibility and not that of goAUPAIR Operations, LLC. If I leave the Host Family at any time, I agree to give the Host Family at least two weeks notice prior to leaving.

### **NON SMOKING DECLARATION**

I understand that by signing this form I declare not to smoke while in the United States and if I am caught smoking in the family home (including my private bedroom), the family car, or around any member of the Host Family that I will be terminated from the program and forfeit my Completion Security Deposit.

I hereby warrant that all information I have given to goAUPAIR Operations, LLC, and goAUPAIR Operations, LLC, representatives is true, accurate and complete. I understand that if any of the information is found to be false, inaccurate or incomplete goAUPAIR Operations, LLC, will terminate my visa and I will return to my home country at my expense and will forfeit my Completion Security Deposit.

I agree to perform my duties as an au pair to the best of my ability and indemnify goAUPAIR Operations, LLC, and its authorized agents and representatives against any loss or damage suffered by any of them or any claims made against any of them as a result of any breach or negligence by me during my participation in the program.

I further warrant that goAUPAIR Operations, LLC, its affiliates, agents and employees will act on my behalf in arranging for transportation and that none of them will be under any liability to me in respect to any loss, damage, personal injury, delay or expense suffered by me resulting from any act or omission of any carrier, any member of the Host Family or any other body corporate or non-corporate in relation to transportation to and from and within the U.S., my duties as au pair or any other facility or service organized on my behalf.

I hereby agree that goAUPAIR Operations, LLC, or its affiliates or agents may, without liability or expense to themselves, take whatever action they deem appropriate with regard to my health and safety.

I agree that U.S. law applies to this agreement and I agree to submit to the jurisdiction of the U.S. courts.

I understand the above information and will abide by the terms, conditions and rules of the goAUPAIR Operations, LLC. I have truthfully answered all questions asked of me in the application, and I have received a copy of the federal regulations and a copy of the policies and grievance procedures of goAUPAIR Operations, LLC.

| Au Pair Applicant | Date |
|-------------------|------|
|                   |      |
| Print Name        |      |