

homestayinLA
“Quality housing placements for
Domestic and International Students, Visitors and Interns”



Host Agreement

This agreement, including all exhibits and attachments (this “Agreement”), is made and entered into as of the ____ day of the month of _____, 200__ (“Effective date”), by and between homestayinLA, with its principal place of business at 1125 S. Crest Dr. Los Angeles, CA 90035, USA, and _____ (“hosts name”).

The purpose of this agreement is to set forth the mutually agreeable terms and conditions under which homestayinLA shall place students with hosts for providing either domestic and or international students/ visitors and or interns with home stays. In exchange for the mutual promises and covenants contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Scope of the agreement. The terms and conditions of this agreement govern all documents issued by homestayinLA to the hosts. The term of this agreement will begin on the Effective Date and will continue in effect until terminated by either party as set forth in the paragraph “Termination”.

Responsibilities of hosts. Hosts shall sign the attached Host code of Conduct. Hosts understand that students are not employees or agents of homestayinLA and that control of the students’ behavior is a matter between Hosts and the students. Hosts understand that homestayinLA’s knowledge of any student is limited as set forth in the paragraph “Responsibilities of homestayinLA”. Hosts assume full responsibility for choosing to accept or reject a student. Should Hosts elect to accept a student, Hosts commit to housing that student for a minimum of time specified on the student’s application.

Hosts fully indemnify homestayinLA for any claim arising from any student's conduct as set forth below in the paragraph “Indemnification”. Hosts shall carry adequate liability insurance (homeowner’s or renters) to cover any loss resulting from damages by a student. This includes any damage that students may cause over \$ 100.00. Hosts shall discuss with each student the particular terms and expectations between them (House Rules).

Hosts shall provide a furnished, private bedroom that includes a bed, a desk and chair, space for clothing, and adequate lighting for each student staying in Host’s home. If two students agree in advance to share a bedroom an appropriate rent reduction may be made.

Hosts shall provide food for breakfast and dinner for each student staying in Host’s home every day if that student has selected this option. Hosts will also provide students with storage areas for “snack” food. Hosts shall prepare dinner every night for each student staying in Host’s home. Hosts are not under any obligation to prepare special meals for the students staying in Host’s home (including vegetarian requests).

Hosts are not required to provide housekeeping services other than those specified below under “Host Conduct” paragraph 8.

Hosts shall show students the area around Hosts’ home, provide assistance with basic questions students may have, and help students with cultural adjustment.

At any time, homestayinLA has the right to move a student from hosts’ home for any reason deemed sufficient by homestayinLA based on request of the student. The Hosts must refund the portion of the unused month’s rent to homestayinLA. Hosts will not lend vehicles to students unless Hosts are willing to accept the additional liability. Hosts understand that homestayinLA will not become involved in any disputes or problems that arise from the lending, purchase, or rental of vehicles.

Hosts understand that homestayinLA will not be responsible for any financial compensation or resolution of car problems or accidents.

Responsibilities of homestayinLA. homestayinLA will not perform a personal background check on students. The sum total of homestayinLA's knowledge of any student is based on the student's application to homestayinLA. homestayinLA is under no obligation to, and will not, verify the information provided by any student on the application and / or to perform a personal background check.

Other:

Independent contractor. The relationship of the parties established under this Agreement is one of independent contractors. Neither party is a partner, employee, agent or joint venture partner of or with the other. Neither party has the right or authority to assume or create any obligation on behalf of the other party.

Termination. If either party is in material breach of this Agreement, the other party shall notify the breaching party in writing and may immediately terminate this Agreement upon the sending and receipt of a written final Notice of Termination. Termination of this Agreement shall not relieve Hosts' obligation to pay all fees incurred prior to any termination and due and owing hereunder.

Warranty and remedies. Hosts warrant that: **1** host will continue to live in this residence for the duration of a student's stay. **2** Hosts have in force adequate liability insurance and will continue to keep the policy in force for the duration of the time in which any student is placed in the home by homestayinLA. **3 Host** may not invite people to visit, live, or stay in the hosts home who are registered sex offenders or have been convicted of any felony or any sex offense during student's stay. homestayinLA warrants that: **1** it has reviewed the application submitted by each student; **2:** each student has signed a "student guideline, code of conduct"(a copy of which is available to you on request.). The parties' make no other warranties, express or implied, other than the warranties expressly set forth this section.

Limitation of Liability. In no event shall homestayinLA have any liability to hosts for any indirect, special, incidental or consequential damages, however caused, and under any theory of liability, whether or not homestayinLA has been advised of the possibility of such damages.

Indemnification. Hosts understand that the application completed by each student provides limited information and that the application and the student code of conduct are not a predictor of future behavior. Hosts further understand that homestayinLA cannot control or guarantee the behavior of any student. **Hosts assume all risk associated with housing students.** Hosts will not institute a claim against homestayinLA and will release and hold homestayinLA forever harmless for any and all claims arising from the behavior of any student. Further, hosts will not institute a claim against homestayinLA, name homestayinLA as a party, call homestayinLA as a witness, or seek discovery from homestayinLA for any or all financial disputes with any student.

Governing Law, Arbitration

The parties agree to file any dispute regarding this Agreement in Los Angeles County, California Superior Court, and that any case will be determined using California law.

General contractual Provisions. This Agreement is the complete and exclusive statement between the parties regarding the subject matter of the Agreement. All notices must be in writing. Any modification to the terms and conditions of the Agreement must be in writing and by all parties. If any dispute arises, the prevailing party shall be entitled to receive reasonable attorneys' fees and costs; in addition to any other relief it may be awarded. The Section headings used in the Agreement are for convenience of reference only and will not limit or extend the meaning of any provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. This Agreement or any interest herein shall not be assigned by either party without the prior express written consent of the other party. This Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

Host conduct

The undersigned Hosts agree to abide by the following course of conduct:

1. Hosts will refrain in from engaging in any illegal activities.
2. Hosts will not encourage or allow students to engage in any illegal activities on the Hosts' premises to the best of Hosts' knowledge. This includes, but is not limited to, use of illegal drugs, under-age alcohol consumption, driving while under the influence of alcohol or drugs.
3. Hosts will provide clear and explicit written instructions regarding household rules and customs that they expect the students to follow.
4. Hosts will be polite toward the student and will on occasion integrate the student into some of Host's activities.
5. Hosts shall engage in open communication with students regarding household guidelines.
6. Hosts will respect the privacy, property, and bodily integrity of students. Hosts understand and agree that a sexual and/or romantic liaison with a student is unacceptable.
7. Hosts understand that while the Host code of Conduct is written in plural form, the Host Code of conduct applies to each of them individually.
8. Hosts will provide students with toilet paper, bed linens, towels, laundry detergent and light bulbs, at no extra charge. Students will provide their own toiletries and transportation costs to and from school and social outings.
9. Hosts will not ask students to baby-sit.
10. Hosts will include students in family life, help with cultural adjustments, and point out to students to areas of interest. Hosts need not incur any costs associated with entertaining students.
11. Hosts will not contract directly with students at any time while students are in residence. Non-compliance with this provision will result in Hosts not being invited to host any future homestayinLA students.

The parties certify that they have read this Agreement and agree to be bound hereto. Each party warrants that it has full power and authority to enter into and perform under this Agreement and that the person's signing this Agreement on behalf of such party have been duly authorized and empowered to execute this Agreement. Hosts understand that while the term "Hosts" is used in the plural, it applies to each of the undersigned Hosts individually.

Host signature: _____ Co-host signature: _____

Print name: _____ Print name: _____

Effective Date: _____ Print Date: _____

Host Agreement

Please take the time to fill out this questionnaire as accurately and completely as possible. Your conscientious attention to your answers and extra details will ensure easier placement.

Name of primary-host(s) _____ Date of Birth: _____
Name of co-host(s) _____ Date of Birth: _____
SS # of host: _____ SS # of co-host: _____
Marital Status: _____
Primary-host Occupation: _____ Co-host Occupation: _____
Home Address: _____ Apt # (if any): _____
City: _____ Zip: _____ Tel. numbers: (Home) _____
(Cell) _____ (Work) _____ ext: _____ May we call you at work? __Yes__ No
Fax: _____ E-mail address: _____
How long have you lived at this address: _____
Have you ever been accused or convicted of any felonies, incl. drug or sex related crimes:
__Yes__ (check and initial) __No__ (check and initial)

Children and other members of household:

Name	Relationship	Sex	Date of Birth	Occupation
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Pets:	Type:	Name:	Indoor/Outside	Small/Large
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Accommodation Type: __ House __ Condo __ Apartment __ Guest house: _____

Available Number of rooms for students: __ Private Bathrooms: __Yes__ No

Students room furnishings: Bed __ (size : _____) __ Desk __ Lamps __ Drawer/chest
__TV__ __VCR__ __Radio__ Other _____

Do you have internet access available for student? (requested often) __Yes__ No _____ what
type of internet? Wireless, DSL, phone line, please describe _____

Do you have washer & dryer available for the student to use: __Yes__ No. Where could they wash
their clothes? _____

Would you allow students to cook? __Yes__ No

Do you have a smoking policy: __Yes__ No

What languages are spoken in your household? _____

Have you hosted foreign students? __ No __ Yes How many years of hosting experience do you
have? _____

Host Agreement continued

Interests or activities engaged in as a family or with students: _____

Gender preference for students: Male Female No preference

Religion: _____ Religious preference: _____ No preference

Is there any other information that you would like to share about your household (house rules, curfew, guest policy etc.)? No Yes, please explain: _____

When would you be available to host student(s) and for how long? _____

Can we call a friend or neighbor of yours for recommendation: Yes No If yes please let us know your friends name and phone number where we could reach him/her:

Name: _____ Phone #: _____

Would you like to offer Bed & Breakfast Yes No and/or Bed, Breakfast & dinner Yes No

Would you like to host 2 students in the same room Yes No

Do you carry a liability insurance? Yes No.

I certify that the information above is true. Date: _____

Host signature: _____ Co-host signature: _____

By signing this application I/we agree to provide a room with breakfast and prepared dinner meals. The student will be my/our guest during this time and will follow my/our house rules, which will be reasonable. I/we understand, that if for any reason the student will leave the host family during the first month, I/we agree to refund the unused pro-rated portion of the housing fee. Please note, that the home stay coordinator can not be held responsible for any type of property damage or loss. This will be the student's responsibility. As a home stay coordinator I will meet and discuss together with the students. All student placements are subject to cancellation and or change.

Thank you for applying. Please mail or fax this form back to :

homestayinLA

1125 S. Crest Dr. Los Angeles, CA. 90035

Phone and Fax # : 310 859-4740 e-mail: mathesonu@homestayinLA.com

For office use only:

Interview date: _____ By: _____

School access: _____ Miles to school: _____ Bus stop: _____

Walk: _____

COMMENTS: _____

Date: _____ Interviewer's signature: _____