



EduCare Family Service Agreement

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For Use by Expert AuPair Only:

Application ID:	
Application Type:	
Representative Signature:	Date Received:

The Expert AuPair Family Service Agreement is entered into between Expert AuPair of Florida and (first and last name(s) of host parent(s)) _____ of (State) _____, acting on behalf of said person’s household and family members (herein referred to as “Host Family”).

The Host Family has read this agreement in full and agrees to uphold the terms and conditions herein. This agreement covers all programs administered by Expert AuPair. The parties agree as follows:

1. General Items

- 1.1. The Host Family agrees to abide by the terms and conditions of this Agreement while participants of the Expert AuPair program or until this Agreement is replaced or modified by Expert AuPair and re-executed by Expert AuPair and the Host Family.
- 1.2. The Host Family understands that Expert AuPair retains the exclusive right to choose participants in its programs. The Host Family gives Expert AuPair the right to contact designated referees to gain information about the Host Family. The Host Family certifies that all information contained in forms and documents communicated to Expert AuPair are true and complete.
- 1.3. The Host Family understands that it is the Host Family’s responsibility to make final selection of an au pair, and the Host Family retains all responsibility for this selection.
- 1.4. The Host Family authorizes Expert AuPair to contact references, any organization, and any agencies of any government to determine the suitability of the Host Family to host an au pair.
- 1.5. The Host Family has received and understood Expert AuPair’s fee schedule. It agrees to pay these fees.

2. Compliance with Federal, State and local law

- 2.1. The Host Family understands that Expert AuPair does not offer legal advice, and recognizes that the Host Family alone is responsible for complying with relevant Federal, State and local laws.
- 2.2. The Host Family agrees to abide by the terms and conditions laid out by the U.S. Department of State in 22 C.F.R., and all subsequent replacements and amendments. The Host Family acknowledges, upon signing this agreement that it has received a copy of the U.S. Department of State publication “The Au Pair Exchange Program.”
- 2.3. The Host Family agrees that a responsible adult member of the Host Family will be present during the first three days after the au pair’s arrival.
- 2.4. The Host Family agrees that no child who is four years old or younger on the September 1 preceding the arrival of the au pair will be the responsibility of the EduCare au pair.
- 2.5. The Host Family agrees to identify special needs children before au pair selection.
- 2.6. The Host Family agrees to execute a written agreement with the au pair detailing the au pair’s obligations and work schedule prior to the au pair’s departure from his/her home country. The agreement must clearly state the Exchange Program in which the au pair is participating and the terms must be in line with the limitations set out by the U.S. Department of State.
- 2.7. The Host Family agrees that the EduCare au pair will not work for more than 30 hours in any week, or 10 hours in any day. The au pair will be given at least one and a half days off per week and one complete weekend per month.

- 2.8. The Host Family agrees to allow the au pair two weeks of paid vacation per year.
 - 2.9. The Host Family will provide an acceptable private bedroom and board in the form of meals. The acceptability of room and board will be determined by Expert AuPair.
 - 2.10. The Host Family agrees to allow Expert AuPair to review financial documents of the Host Family, in order to determine the Host Family can meet its financial responsibility to the exchange program. The Host Family recognizes that this may include employment verification.
 - 2.11. The Host Family confirms that all resident adult members of the Host Family are fluent in spoken English, and are U.S. citizens or permanent residents.
 - 2.12. The Host Family will pay up to \$1,000 of education course fees at an accredited U.S. post-secondary institution while the au pair is in the U.S.
 - 2.13. The Host Family agrees to comply with the Fair Labor Standards Act as interpreted and implemented by the U.S. Department of Labor.
3. **Host Family's responsibility for selection of au pair**
- 3.1. The Host Family agrees to telephone the au pair that the Host Family is considering selecting before making its final decision to select that au pair. It is the Host Family and not Expert AuPair that will decide the suitability of an au pair.
 - 3.2. If the Host Family needs more information from Expert AuPair in order to make an informed decision, it is the Host Family's responsibility to request this information from Expert AuPair before selecting its au pair.
 - 3.3. The Host Family recognizes that the au pair exchange program is to facilitate international exchange. Cultural differences will be evident, and the Host Family is responsible for ensuring that the au pair it selects does not have behaviors, beliefs or qualities that the Host Family considers objectionable.
 - 3.4. If the Host Family has a child that it identifies as having special needs, then the Host Family will review the skills, training and employment history of the au pair to check that the au pair is an appropriate person to care for that child.
4. **Responsibilities relating to immigration: pre-arrival and post-arrival**
- 4.1. Expert AuPair does not issue a J-1 visa. United States consular officials have discretion in their decisions. If the Host Family selects an au pair who cannot obtain a visa then the Host Family understands that it may have to select a new au pair and/or wait longer for an au pair. Expert AuPair is not responsible for any damage, loss or expense that results.
 - 4.2. Rarely, au pairs with proper documentation are denied entry to the United States. The Host Family understands that this may happen, and that it may have to select a new au pair and/or wait longer for an au pair. Expert AuPair is not responsible for any damage, loss or expense that results.
 - 4.3. If the au pair leaves the United States without a valid visa in his/her passport, he/she has to apply for a new visa before re-entry. Expert AuPair is not responsible for obtaining this new visa.
 - 4.4. If the au pair leaves the United States mid-year with proper documentation, it is possible that he/she might be denied entry to the United States. Expert AuPair is not responsible for any damage, loss or expense that results.
 - 4.5. If, at any stage before or during the year, an au pair is overseas and cannot enter the United States because of grounding of international air travel, Expert AuPair will not be responsible for any damage, loss or expense that results.
5. **While the au pair is in the United States**
- 5.1. The Host Family agrees to provide the au pair with his/her pocket money. The required minimum is: \$118.46 for the EduCare program.
 - 5.2. The Host family agrees to comply with the terms of the agreement made with the au pair prior to arrival. The agreement may be changed with the consent of both parties, but any new agreement cannot breach the Department of State regulations. The au pair cannot be required to perform duties other than childcare and related housekeeping duties.
 - 5.3. The Host Family will not ask the au pair to administer any medication, any medical treatment, or therapy to the Host Family's children.
 - 5.4. The Host Family agrees to allow the au pair enough time to attend his/her post-secondary classes.

- 5.5. If the Host Family requires that the au pair drives a vehicle that the Host Family owns, then the Host Family will provide insurance at its own expense. The Host Family agrees that the au pair will not be responsible for more than \$500 per accident. The Host Family will provide gas and oil to transport the au pair to meetings and classes required by the program.
- 5.6. The Host Family will not facilitate any unauthorized employment, or unlawful presence in the United States by the au pair.
- 5.7. The Host Family understands that if the au pair does not leave the United States by the end of his/her J-1 grace period, or if the au pair changes or adjusts his/her status in the United States, then the au pair will forfeit his/her deposit and return transportation, and the Host Family will not be entitled to a refund of any part of the program cost, including but not limited to the return transportation cost.
- 5.8. If Expert AuPair finds that the au pair is exploited by the host family then its staff may remove the au pair and there will be no refund and no credit towards future experiences with Expert AuPair. Exploitation includes, but is not limited to: physical, sexual or emotional abuse, compensation below the required minimum compensation for au pairs, and requiring the au pair to work more hours than allowed by the Department of State.

6. Refunds and replacements

- 6.1. If the au pair does not use the return air ticket provided for any reason, then Expert AuPair will not reimburse the cost of this ticket to the Host Family.
- 6.2. If the au pair is removed by Expert AuPair because the Host Family is not complying with the terms of this agreement, then there will be no refund and no credit towards future experiences with Expert AuPair.
- 6.3. If the Host Family terminates the au pair's employment, the Host Family must give two weeks notice. If the Host Family does not provide two weeks salary and room and board for two weeks then there will be no refund and no credit towards future experiences with Expert AuPair.
- 6.4. Expert AuPair is not responsible for damages or losses that arise or are alleged to arise from failure of the au pair to perform his/her duties.
- 6.5. Expert AuPair does not guarantee uninterrupted childcare, and interim alternative childcare may be needed.
- 6.6. If the Host Family withdraws from the program after the initial program fees have been paid, and before the au pair departs for the United States, the refund will be \$495.
- 6.7. If the Host Family withdraws from the program after the final program fees have been paid and before the au pair departs for the United States, the refund will be \$3,990.
- 6.8. If the Host Family changes au pairs before its au pair departs for the United States, then it will be responsible for \$1,000 in fees in addition to the full payment of fees to bring the newly-chosen au pair to the United States.
- 6.9. If the Host Family withdraws from the program after the au pair's arrival in the United States, and before the au pair has been with the family for one month then there will be no refund, no replacement, and no credit towards future experiences with Expert AuPair.
- 6.10. The Change Period starts after the au pair has been with the family for one month. It ends after the au pair has been with the family for six months.
- 6.11. If in the Change Period, both the Host Family and the au pair agree in a meeting with the Local Representative (LR) that the employment is not satisfactory then Expert AuPair will attempt to find a new au pair for the Host Family. This au pair will only be placed with the Host Family if the Host Family finds him/her acceptable. If Expert AuPair cannot find a replacement one month after the request then the Host Family will receive a refund of \$200 per month remaining in the twelve month contract **and** a credit of \$100 per complete month remaining in the twelve month period to be used for future Expert AuPair experiences.
- 6.12. If the Host Family chooses to accept a replacement au pair then it may be required to extend its contract with Expert AuPair. Any extension will be arranged to ensure that the au pair remains in the United States for the time to which he/she has committed to attending an Expert AuPair program. The Host Family will be informed of the extension length before they decide to accept the replacement au pair. The Host Family agrees to pay a supplemental fee of \$400 per month or portion of a month to extend their contract, and this supplemental fee will be due within 30 days of the new au pair's arrival.

- 6.13. If both the Host Family and the au pair agree in a meeting with the Local Representative (LR) that the employment is not satisfactory after more than six months have elapsed, then the Host Family will receive a refund of \$100 per complete month remaining in the twelve month period **and** a credit of \$100 per complete month remaining in the twelve month period.
- 6.14. The refund schedule is summarized below. This is intended to be a summary of the information elsewhere in this contract. The number of months completed is the total number of complete months that have elapsed since the au pair's arrival at the family's home. Once an au pair has completed twelve months, there is no refund.

Months completed	0	1	2	3	4	5	6	7	8	9	10	11
Refund	\$0	\$2200	\$2000	\$1800	\$1600	\$1400	\$600	\$500	\$400	\$300	\$200	\$100
Credit	\$0	\$1100	\$1000	\$900	\$800	\$700	\$600	\$500	\$400	\$300	\$200	\$100
Total	\$0	\$3300	\$3000	\$2700	\$2400	\$2100	\$1200	\$1000	\$800	\$600	\$400	\$200

- 6.15. If the Host Family believes the au pair to be negligent then it will contact the Local Representative (LR), and write to Expert AuPair's head office. There will be an investigation. If Expert AuPair finds that the au pair has not complied with his/her agreement with the host family, then Expert AuPair will treat the case as if the au pair and the Host Family have agreed that the employment is not satisfactory.
- 6.16. The Host Family will not seek reimbursement for tuition allowance or paid vacation for any replacement au pair, and so if it asks for a replacement au pair, these costs may be collected twice.
- 6.17. Expert AuPair will attempt to replace au pairs as detailed in this section in a commercially reasonable way. In no event shall Expert AuPair be liable for any consequential, indirect, special or punitive damages, loss or expenses.

7. Relationship between Expert AuPair and Host Family, Dispute Resolution, and Disclaimers

- 7.1. Expert AuPair does not employ au pairs, and au pairs do not work as independent contractors. Any personal expenses accrued by the au pair are not the responsibility of Expert AuPair. The au pair's security deposit will not be used to pay the au pair's bills. The Host Family agrees not to seek payment from Expert AuPair for the au pair's personal bills.
- 7.2. Late payments by the Host Family will accrue interest at the rate of 1.5% per month, 19.6% APR. If the Host Family presents a check that is not honored by their bank, they will be subject to a charge of \$35, or the maximum allowed by applicable law, whichever is smaller.
- 7.3. Any dispute between the Host Family and Expert AuPair that is not settled informally will be submitted to binding arbitration in substantive compliance with the rules of the American Arbitration Association in the State of Florida. The arbitrator will be decided by mutual agreement, each party will be responsible for its own costs, and the decision of the arbitrator will be final. By signing this agreement, the Host Family is waiving its rights to have any claim against Expert AuPair decided before a judge and/or jury.
- 7.4. The Host Family agrees to indemnify and save harmless Expert AuPair, or any of its subsidiaries, shareholders, directors, officers, employees, and agents from any and all liability claims, demands, damages and costs, whether or not these are caused by negligence of Expert AuPair, or any of its subsidiaries, shareholders, directors, officers, employees, and agents.
- 7.5. The Host Family agrees to release, defend and hold harmless Expert AuPair, and its subsidiaries, shareholders, directors, officers, employees, and agents from any and all liability incurred by any person or entity as a result of any conduct of Expert AuPair and its subsidiaries, shareholders, directors, officers, employees, and agents, including claims relating to personal injury, property damage, injury, loss, delay, expense, relating to unintentional acts or negligence by Expert AuPair, and its subsidiaries, shareholders, directors, officers, employees, and agents, acts of God, acts of war, or restrictions by Federal, State, local or foreign governments.
- 7.6. The Host Family agrees to defend any actions or claims brought and filed against Expert AuPair with respect to indemnity contained in this agreement. If the Host Family breaches the indemnification and holding harmless clause and fails to defend Expert AuPair, Expert AuPair

may institute a lawsuit for recovery of legal fees and costs, including those associated with this provision. Expert AuPair may employ attorneys that it chooses itself, and defend the claim on Expert AuPair's behalf but at the Host Family's cost. Expert AuPair shall have the sole authority to direct the defense, and shall be the judge of any settlement or compromise of any action against it.

- 7.7. In no event shall the payment of any damages by Expert AuPair exceed the fees it receives under this agreement.
- 7.8. Confidential information provided by Expert AuPair to Host Families will be marked CONFIDENTIAL. The Host Family agrees to protect confidential information in a reasonable way. It is acceptable for a Host Family to copy confidential information, but only to the extent that is necessary to enable the Host Family to make an informed choice of au pair. Confidential information can be provided in response to subpoena or other legitimate judicial process.
- 7.9. The terms of this agreement will be construed under the laws of the State of Florida.
- 7.10. All action shall be brought in the State of Florida.
- 7.11. Any and all lawsuits, claims or actions involving contractual requirements under this agreement, or arising in any way as a result of this agreement, must be commenced within two years and one day from the date of the cause of action.
- 7.12. If any term or condition of this agreement is found to be illegal or void, then the remaining terms will remain in effect.
- 7.13. The Host Family recognizes that this agreement is governed by Federal Law. Changes in Federal Law supersede any portion of this agreement.
- 7.14. The Host Family understands that this agreement is a legal contract. The Host Family understands that it may seek legal advice if it does not understand the terms of this agreement. The Host Family recognizes that this agreement constitutes its entire agreement with Expert AuPair. The Host Family has not relied on any warranties or representations other than those included in this contract. The Host Family may deliver this agreement to Expert AuPair by fax; a facsimile signature shall be considered an original signature. By signing below, the Host Family acknowledges that it has read and understood the terms of this agreement, and that it accepts and agrees to be bound by the terms of the agreement.

Host Family Signatures:

(Everyone named as a parent of the Host Family must sign this agreement)

Signature _____ Date _____
Signature _____ Date _____