



**Mail to:** Cultural Care Au Pair  
One Education Street  
Cambridge, MA 02141  
**Fax to:** 1-617-619-1101

For office use only

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## 2010 Host Family Agreement

This agreement is between Cultural Care, Inc. of Cambridge, MA ("CC") and (first and last name(s) of host parent(s) \_\_\_\_\_, of (City) \_\_\_\_\_, (State) \_\_\_\_\_, acting on behalf of and including all members of said persons' household and family (hereinafter, in the aggregate, referred to as "Host").

In consideration of the material undertakings herein contained, the parties agree as follows:

1. Host will abide by the terms and conditions of this agreement as long as the Host participates in the Cultural Care Au Pair program or has an au pair in their home, and until this agreement is replaced or modified by a subsequent executed agreement provided by CC.
2. Host understands that CC has the exclusive right to determine suitability for placement of an au pair in Host's home and continued participation in the au pair program.
3. Host will accept an au pair and any cultural differences in the spirit of international exchange. Host agrees to comply with all of the regulations published by U.S. Department of State in 22 CFR Part 62, as the same may be amended from time to time in the future ("the Regulations"). Host acknowledges receipt of a copy of the U.S. Department of State publication "The Au Pair Exchange Program" (available on host family web account). Host affirms that they are U.S. citizens or legal permanent residents.
4. Host understands that it is the Host's sole responsibility to thoroughly interview and carefully choose an au pair from the candidate(s) presented to the Host, and that there is no warranty as to the Host's satisfaction or to the compatibility of any particular candidate as an au pair in Host's family.
5. Host will provide board and lodging in a suitable private bedroom that complies with local building codes in their home for the au pair throughout participation in the program. Host agrees to pay a weekly stipend in accordance with the Regulations. The stipend shall be paid to the au pair on the same mutually agreed upon day each week for fifty-one (51) weeks and cannot be withheld for any reason, including, but not limited to, outstanding phone bills, auto accidents, or lost time due to illness.
6. Host is responsible for paying the selection fee in the amount of \$275.00 upon selection of au pair. Delay in aforementioned payment may delay or prohibit au pair's arrival to Host's home.
7. Host is responsible for paying the program fee in the amount of \$7095.00 plus the domestic transportation fee thirty (30) days prior to the au pair's arrival. Arrival date is defined as a) arrival to au pair school in Oakdale, NY for an au pair who is a new arrival from overseas, b) arrival date to Host's home if au pair is currently in United States. Delay in aforementioned payment may delay or prohibit au pair's arrival to Host's home.
8. In the event that au pair is currently in the United States upon Host's selection, Host is responsible for paying CC \$136.44 for each week au pair is estimated to provide service to Host. In addition, Host is responsible for paying CC half (½) of the domestic transportation fee of Host gateway. Program fees are due prior to the au pair's arrival to Host's home. Delay in aforementioned payment may delay or prohibit au pair's arrival to Host's home.
9. Host agrees that the au pair will perform childcare services and light housekeeping duties related to childcare which shall not exceed (each a separate limitation): (i) forty-five (45) hours per week; (ii) five and one half (5½) days per week; and (iii) a maximum of ten (10) hours each day. Host also understands that asking the au pair to work additional hours and/or offering additional compensation for additional hours is a violation of the U.S. Department of State guidelines and this acknowledgement. Host agrees that the au pair will have one (1) full weekend (Friday evening to Monday morning) off duty per month and one and one half (1½) consecutive days off per week. The au pair will also receive two calendar weeks (14 days) of paid vacation, to be taken at mutually agreed upon times. If a dispute arises as to any of these limits or requirements, CC's determination shall be final.
10. Host agrees that the au pair's duties are not to include heavy chores, including, but not limited to, yard work, window washing, or scrubbing floors. The au pair's duties will be restricted to childcare and responsibilities related to care of the children, including light housekeeping. This may include active duties, including, but not limited to, general supervision of play, preparing children's meals, straightening their rooms, and doing the children's laundry; and passive duties, such as being present when the children are sleeping, which are considered working hours.
11. Host will provide automobile insurance for the au pair at Host's sole cost if the au pair uses any of Host's vehicles. The insurance coverage shall not be less than the minimum mandatory insurance coverage required by law in the state in which the Host resides. In the case of an accident while the au pair is off duty, the au pair shall not be responsible for a deductible that exceeds \$500 per incident. Host will not hold CC liable for any damage or loss resulting from the au pair's use of a vehicle. Host will pay for gas, and for the entire deductible resulting from any loss, for the vehicle(s) used by the au pair when performing her/his duties or requirements of the program. Host acknowledges that it is the Host's responsibility to conform with any and all state or local laws regarding the au pair's use of host's automobile, including obtaining a local driver's license, if required.
12. Host acknowledges that CC is not responsible for any expenses incurred by the au pair or by the Host, including, but not limited to, telephone bills, automobile expenses, property damage, travel expenses, and health expenses not covered by insurance. Accordingly, Host agrees not to seek payment from CC for any of these expenses or costs.
13. Host will facilitate enrollment and provide time off and transportation for study at accredited post secondary institutions (for a minimum of six (6) credit hours or its equivalent) in which the au pair chooses to enroll. Host agrees to pay up to \$500 per au pair for tuition and related educational expenses.
14. Host will facilitate attendance and provide time off and transportation for the au pair's monthly meetings with CC's Local Childcare Coordinator. Host agrees to respond to the inquiries of CC's Local Childcare Coordinator and other CC agents and employees; and Host agrees to attend at least one of two family day conferences sponsored by CC during the program year.
15. If a serious problem develops between the Host and the au pair, the Host shall notify CC both by telephone and in writing. If CC believes that its involvement might help to resolve a problem, the Host will consult with and meet with CC representatives.
16. Host agrees that during the first three (3) days of an au pair's stay in the home, a parent or another responsible adult shall remain in the home to facilitate the adjustment of the au pair into the family, household, and community.

17. Host agrees that if an infant less than three months old is living in the home, a parent or another responsible adult shall be present in the home at all times and the au pair shall not be sole care giver for that child at any time (including sleeping hours). Host agrees to notify CC if a child less than three (3) months is added to the household at any time during the program term. Host agrees to notify CC in the event there is a change of composition of the household, including, but not limited to, divorce, custody change, death, adoption, pregnancy, or possible move to a different home.
18. Host agrees that CC shall not be liable for and does not guarantee acceptable performance by the au pair. Host agrees that the au pair is not an employee, servant or agent of CC, and that CC does not exercise dominion or control over the actions of the au pair. CC is not responsible for any act or omission on the part of the au pair.
19. If placement is deemed unsatisfactory by Host for whatever reason, Host agrees to follow CC's mediation guidelines (contained in the Host Family Handbook) and understands that, at CC's discretion, CC will use reasonable efforts to find another placement for the au pair, and to locate another au pair for Host. The Host recognizes that CC may not be able to immediately find a new placement for the Host's departing au pair. If a new placement cannot be so immediately found, the Host is required to allow the departing au pair to continue to live with them for a period not in excess of two (2) weeks. During such interim period, the Host in its discretion may request the departing au pair to provide, or not to provide, any childcare services. Host will provide reasonable assistance to CC in transporting departing au pair to nearest departure gateway.
20. In the event of accident or serious illness which, in the judgment of CC, and with the advice of a physician, prevents the au pair from continuing her/his duties for an extended period, she or he will end the exchange early and return home and CC will use reasonable efforts to find a replacement au pair for Host.
21. Host understands that CC does not guarantee continuous childcare coverage in any circumstances, including, but not limited to, circumstances in which the au pair becomes ill or otherwise unable or unwilling to fulfill her or his duties hereunder; and that CC is not responsible for the costs of supplemental, replacement, or interim childcare. In addition, CC is not responsible for delays in the au pair's arrival due to visa rejections, visa delays, and flight delays.
22. Host family understands the following CC billing policies: (a) Host agrees that in the event they welcome an extension au pair, host will be invoiced for the au pair's full extension term which shall begin on the first date of the au pair's extension term, (b) Stipend and childcare weeks are not pro-rated per day; one (1) day in a new week will be counted as a full week. (c) Credits remaining on host family accounts are valid and redeemable only towards future program fees for five (5) years, they are not redeemable for cash and are non-transferable to another account.
23. In the event of au pair replacement, if Host has received less than thirty (30) program weeks, Host agrees: a) Host's program term shall be adjusted to include the remainder of the replacement au pair's full program term. Host shall be responsible for paying CC \$136.44 for each additional week of au pair service beyond Host's regular fifty-two (52) week program year, and such additional payments are due no later than one (1) month after the arrival of the replacement au pair in the Host's home. b) If the replacement au pair is currently in the United States, CC agrees to pay the reasonable cost of transportation to Host's home or nearest arrival gateway. c) Host may be responsible for additional tuition costs for the replacement au pair(s) if the au pair has not completed the educational component with a previous host family (up to a maximum of \$500.00). d) Host will also be responsible to allow the replacement au pair to take any unused vacation time that may still be due to the au pair up to a maximum of two calendar weeks (14 days), and the Host shall pay the replacement au pair during such period.
24. Host understands that they must submit an updated host family application and an application fee, and will be responsible for payment of all applicable fees according to the payment terms of the CC host family brochure which is in effect at the time of submission, under any of the following circumstances: a) Host completes program year with au pair. b) Host has received at least thirty (30) weeks of care. c) Host selects an in-country au pair and that au pair completes his/her remaining program term with Host. d) In the event that Host has received less than thirty (30) weeks and chooses to extend with current au pair, Host agrees to pay weekly rate of \$136.44 for au pair's extension term. The au pair with whom the Host is extending must have arrived at Host's home more than thirty (30) weeks before the end of their first-year legal departure date to be eligible for Extension Program fee savings.
25. Host agrees that CC may immediately terminate Host's participation in the program and remove the au pair from Host's home, if: a) CC determines, at its sole discretion, that the au pair is in an unsuitable environment or is being treated in an inappropriate manner by Host; or b) Host fails to comply with any terms 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) Host fails to comply with any of the Regulations. In the case of any such a termination Host shall not be eligible for a program fee refund or a replacement au pair.
26. Host understands that au pair term begins upon arrival to the training school. Host agrees to assist CC in ensuring that the au pair leaves the United States at the conclusion of the program term.
27. Host agrees to irrevocably, unconditionally, and fully remise, release, and forever discharge CC and its affiliates; and said persons' respective officers, directors, successors, assigns, attorneys, insurance companies, agents, employees and affiliates, or others to the extent acting or purporting to act on the aforementioned persons' behalf (all of said persons hereinafter, in the aggregate, being referred to as "Released Parties"), from any and all claims or causes of action which Host has or may hereafter have, which arise out of injury, damage, or loss of any other kind to the Host or their property resulting from participation in the CC program. This includes, without limitation, the au pair's performance of services for and involvement with the host family, regardless of how such injury, damage, or loss may arise and regardless of whether the injury, damage, or loss is in whole or in part caused by the negligence of any one or more of the Released Parties. Host further agrees to indemnify and hold harmless the Released Parties from and against any losses, claims, damages, or liabilities related to or arising out of the participation of Host in the CC program, including, but not limited to, any injury or damage to the Host that the au pair causes or to which s/he contributes, and any injury or damage to the au pair which Host causes or to which Host contributes.
28. Host agrees to abide by the payment terms outlined in the current CC brochure, as such prices may be subject to change due to circumstances beyond CC's control. Host agrees to pay CC the full program fee plus any applicable domestic transportation fee established by CC, in addition to paying any other expenses related to providing Host with an au pair. Host acknowledges that a change to the domestic arrival gateway or scheduled group arrival date may result in an additional charge of \$150.00 plus any additional airline penalties. Host agrees to pay CC a \$50.00 fee for any late payments, returned checks, declined credit cards, or requests to change credit card (only applies after payment has been processed). Host understands that all fees are subject to change without prior notification.
29. Host agrees to inform CC in writing in the event Host wishes to withdraw from the program before completion of the program term. In the event of such withdrawal, Host shall be subject to the refund policy below. If Host withdraws from the program before the au pair arrives, Host is subject to cancellation fees.
30. If Host wishes to request a refund, they must do so in writing. A refund, if owed, will be processed within thirty (30) days after this request has been received by CC. Host has read and agrees to the following refund policy: a) Application fee and Selection fee: The \$75.00 application fee and \$275.00 selection fee are non-refundable. They will only be refunded if CC does not accept a family on the program. b) Refund before the au pair's arrival in the USA or in the event of an in-country placement to Host's home: If host cancels four (4) weeks or less prior to the au pair's arrival, CC will refund all monies paid less \$1,100.00 (\$75.00 application fee, \$275.00 selection fee plus \$750.00 cancellation fee) plus the cost of nonrefundable airline tickets or penalties, if applicable. c) Refund will be credited back to most recent form of payment. d) Refund after the au pair's arrival at the training school or in the event of an in-country placement after au pair's arrival to Host: Refund will be calculated as follows:

Program weeks paid for \_\_\_\_\_ (All funds paid to CC for the current program year less any non-refundable fees\* divided by \$136.44)  
 Less program weeks received - \_\_\_\_\_ (Total number of weeks for all au pairs placed with Host including week(s) at the training school)  
 Multiplied by x \_\_\_\_\_ (Refund per week based on program weeks received)

Program Weeks Received	1 to 10	11 to 20	21 to 30	31 or more
Refund per Week	\$88	\$61	\$40	no refund due

Equals total refund due = \_\_\_\_\_

e) The refund calculation listed above is based on the Host having paid a full program year (52 program weeks minimum). If Host has paid for less than fifty-two (52) program weeks, then the following amount will be subtracted from the total refund due:

Program Weeks Paid	<26	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50/51	
Program Weeks Received	1 to 10	1194	1148	1102	1057	1011	965	919	873	827	781	735	689	643	597	551	505	459	413	367	322	276	230	184	138	92	46
	11 to 20	1873	1801	1729	1657	1585	1513	1441	1369	1297	1225	1153	1081	1009	936	864	792	720	648	576	504	432	360	288	216	144	72
	21 to 30	2497	2401	2305	2209	2113	2017	1921	1825	1729	1633	1537	1441	1345	1249	1153	1057	960	864	768	672	576	480	384	288	192	96

\*Please note: the application fee, selection fee, domestic transportation fee, Extended Payment Plan fees, and any late payment or penalty charges are non-refundable. All refunds will be calculated based on the total funds Host has paid to CC, minus all non-refundable fees. Any special discounts or credits will not be considered as funds paid to CC. Refunds will be based on the total number of program weeks for all au pairs placed in the Host's home during the current program year.

31. Host can take advantage of Peace of Mind Guarantee (hereinafter, in the aggregate, referred to as "POM") if they received less than thirty (30) weeks of childcare prior to canceling from the au pair program. Host agrees and understands policy below.

- (a) Host may apply POM if paid in full; participants on the Extended Payment Plan are not eligible for POM.
- (b) Host is eligible for POM if au pair term is at least thirty (30) weeks.
- (c) Host must be able to provide proof of involuntary job loss and show total household income has decreased by a minimum of twenty-five percent (25%). Proof must be received and confirmed by CC before any refund can be processed. Those terminated as a result of job performance are not eligible for POM.
  - c1) Proof of involuntary job loss may include but is not limited to unemployment registration through a state institution or a denial letter from state's unemployment stating a reason of rejection, letter on company letterhead with ability to check reference of former employer, notice of termination from employer, COBRA enrollment form, and human resources documentation. Acceptable proof shall be solely at the discretion of CC.
  - c2) Proof of income decrease may be shown by the previous 3-month pay detail of all household members.
- (d) Host must request POM refund in writing. Host may request a standard refund with program continuation or pro-rated refund.
  - d1) Host understands any program fee discount is not included toward total program fee paid.
  - d2) Program continuation provides Host with continued support and participation on program. Host may keep au pair for duration of au pair's current term providing Host can continue to abide by the terms and conditions of this Agreement and the Department of State Regulations including, but not limited to, continued payment of stipend and education allowance to au pair. Host will not receive a replacement au pair with out completing repeat process, including payment of program fees. By electing to continue with the program and apply for POM, host may receive standard refund as outlined in section 27 less a cancellation fee of \$750.
  - d3) A pro-rated refund provides Host with a full refund of \$136.44 per week for unused program fees on a pro-rated basis upon withdrawing from CC. CC will determine unused childcare weeks less non-refundable costs, host program discounts, and cancellation fee of \$750.

32. Host acknowledges that it is Host's responsibility to comply with any state or local laws regulating Host's relationship with the au pair including, but not limited to, laws regarding payments to the au pair.

33. Host acknowledges that program fee savings cannot exceed \$650 (including a combination of special offers and a discount for pre-arranged matches). Host referral bonus not included. CC reserves the right to change this at any time.

34. Host agrees to complete a new host family application, including host family agreement, weekly schedule, references, letter to the au pair, and photos in the event that Host wishes to welcome an au pair into their home and their previous application is older than 6 months.

35. CC cannot accept responsibility or pay any compensation where the performance or prompt performance of this Agreement is prevented or affected by reason of circumstances, which amount to 'force majeure.' Circumstances amounting to 'force majeure' include any event which CC could not, even with all due care, foresee or avoid including, but not limited to, government regulations, sickness, epidemics, health risks, civil strife, industrial action, natural disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, or any similar event beyond our control.

36. If Host represents more than one person, Host's obligation hereunder shall be joint and several. This Agreement shall take effect as a sealed instrument under and shall be governed by the laws of the Commonwealth of Massachusetts, without regard to the conflict of law principles of Massachusetts or any other jurisdiction. In the event of any claim, dispute or proceeding arising out of the relationship of the Host and CC, or any claim which in contract, tort, or otherwise at law or in equity arises between the parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the Commonwealth of Massachusetts and of the United States District Court for the District of Massachusetts.

37. CC may assign this agreement to another U.S. State Department approved entity who is an affiliate of CC or who acquires all or substantially all of the assets of CC.

My (our) signature(s) below indicates acceptance of the terms of this agreement, and is legally binding. No alterations to the terms of this agreement will be valid unless approved in writing by CC.

\_\_\_\_\_  
**Host parent's signature** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Host parent's signature** \_\_\_\_\_  
**Date**