



# INTERNATIONAL STUDENT PLACEMENTS HOST APPLICATION

Applicant: \_\_\_\_\_  
First Name Last Name DOB

Applicant's Spouse: \_\_\_\_\_  
First Name Last Name DOB

Home Address: \_\_\_\_\_  
Street Address

\_\_\_\_\_ Home Phone:(\_\_\_\_) \_\_\_\_\_  
City State Zip

Applicant's Cell Phone:(\_\_\_\_) \_\_\_\_\_ Spouse's Cell Phone:(\_\_\_\_) \_\_\_\_\_  
Area Code Area Code

Applicant's Email: \_\_\_\_\_ Spouse's Email: \_\_\_\_\_

Applicant's Work: \_\_\_\_\_ Work Phone:(\_\_\_\_) \_\_\_\_\_  
Occupation Employer Area Code

Spouse's Work: \_\_\_\_\_ Work Phone:(\_\_\_\_) \_\_\_\_\_  
Occupation Employer Area Code

Provide the following information for other family members or other residents living in your home:

1. Adult: \_\_\_\_\_ O M O F  
First Name Last Name

Work: \_\_\_\_\_ Work Phone:(\_\_\_\_) \_\_\_\_\_  
Occupation Employer Area Code

Relationship to Host Family Applicant: \_\_\_\_\_ DOB: \_\_\_\_\_  
Month/ Day/ Year

2. Adult: \_\_\_\_\_ O M O F  
First Name Last Name

Work: \_\_\_\_\_ Work Phone:(\_\_\_\_) \_\_\_\_\_  
Occupation Employer Area Code

Relationship to Host Family Applicant: \_\_\_\_\_ DOB: \_\_\_\_\_  
Month/ Day/ Year

3. Child: \_\_\_\_\_ Birthday: \_\_\_\_\_ O M O F  
First Name Last Name Month / Day / Year

4. Child: \_\_\_\_\_ Birthday: \_\_\_\_\_ O M O F  
First Name Last Name Month / Day / Year

5. Child: \_\_\_\_\_ Birthday: \_\_\_\_\_ O M O F  
First Name Last Name Month / Day / Year

Attach photos  
of house & host family

Do you have any pets?  No  Yes If yes, please provide the following information for each:

1. Type: \_\_\_\_\_ Name: \_\_\_\_\_ Kept:  inside  outside  both
2. Type: \_\_\_\_\_ Name: \_\_\_\_\_ Kept:  inside  outside  both

Please select:  House  Apartment/Townhome/Condominium

How many private bedrooms do you have for students?  1  2  3

Student Preferences:

- Male Student  Female Student  No Preference
- College Student  High School Student  Short Term Student  No Preference
- Meals Student  No Meals Student  No Preference (please note that most ISP students are on the meal plan)

What schools are nearest to your home? (include high schools and colleges).

School: \_\_\_\_\_ School: \_\_\_\_\_

Has anyone residing in your home been convicted of a felony?  Yes  No

Do you agree to have a criminal background check for each person residing in your home over 18 years of age?

Yes  No (required for all hosts. The cost is \$25 per person paid by the host when a student is placed).

Does anyone in your home smoke?  Yes  No

Would you allow the student to smoke outside of your home?  Yes  No

Do you have high speed wireless internet?  Yes  No (required for all hosts)

Please describe you and/or your family's interests:

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Will you regularly have breakfast food available and prepare dinner for the ISP Participant? What kinds of food(s) do you prepare?

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How will you integrate your student into your daily/weekly activities?

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If ISP can't reach you in an emergency, whom may we contact? Please list two emergency contacts:

Name: \_\_\_\_\_ email: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_ email: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

I verify that the information on this form is true and correct to the best of my knowledge. All adults over 18 years of age residing in my home have signed the attached Host Agreement.

Signature: \_\_\_\_\_

Print

Name: \_\_\_\_\_

Print Date: \_\_\_\_\_



## INTERNATIONAL STUDENT PLACEMENTS • HOST AGREEMENT

This Agreement, including all exhibits and attachments (this "Agreement"), is made and entered into as of \_\_\_\_ day of the month of \_\_\_\_\_ 201\_\_ ("Effective Date"), by and between International Student Placements ("ISP"), having its principal place of business at 199 First Street, Suite 305, Los Altos, California, 94022-2708 U.S.A., and \_\_\_\_\_.

The purpose of this Agreement is to set forth the mutually agreeable terms and conditions under which ISP shall place Participants with Hosts in providing International Students with Homestays. 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 ISP and 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 ISP Host Code of Conduct. Hosts understand and agree that ISP Participants are not employees or agents of ISP and that control of the Participants' behavior is a matter between Host and the Participant(s). Hosts understand that ISP's knowledge is limited as set forth in the paragraph "Responsibilities of ISP"; Hosts assume full responsibility in accepting or rejecting a Participant. Should Hosts elect to accept a Participant, Hosts commit to housing that Participant for the term indicated by ISP. It is understood and agreed that if the Participant stays in residence beyond the initial contract, ALL ISP payment procedures and policies will remain in effect, without modification, until the Participant leaves the residence. Hosts fully indemnify ISP for any claim arising from any Participant's conduct as set forth below in the paragraph "Indemnification". Hosts shall carry adequate liability insurance (homeowner's or renter's) to cover any loss or damage resulting from hosting a Participant. Hosts shall provide a furnished, private bedroom that includes a window, a bed (bed must have frame at least 6 inches off the ground) linens, a desk, clock, dresser, closet space, towels, and adequate lighting for each Participant. For some special programs only, Hosts may have more than one Participant share a bedroom per ISP's instructions; otherwise all Participants must have their own bedroom. Hosts shall provide meals for the Participants as directed by ISP. Hosts shall show Participants the area around Hosts' home and help Participants with cultural adjustment. Hosts understand that ISP will not become involved in any disputes or problems that arise from the lending, purchase or rental of vehicles. Hosts have full knowledge of the program and the requirements for which they are hosting including payment amounts, traveling, meals, and guidelines.

**REMOVAL OF PARTICIPANTS FROM THE HOST HOME/STUDENT CANCELLATIONS.** Host families have the right to request that Participant(s) be moved from their home by the ISP Coordinator within the initial contract period of the Participant's stay for any reason. ISP ALSO HAS THE RIGHT TO MOVE A PARTICIPANT FROM THE HOSTS' HOME FOR ANY REASON AT ANY POINT IN THE PROGRAM. IN THESE CASES, THE RELATIONSHIP BETWEEN HOST, ISP, AND PARTICIPANT IS IMMEDIATELY TERMINATED AND THE PARTICIPANT IS NOT OBLIGATED TO PAY HOSTS FOR THE PERIOD IN WHICH THEY ARE NOT IN RESIDENCE. HOSTS MUST REFUND ANY UNUSED RENT TO THE PARTICIPANT AND/OR ISP IMMEDIATELY. Neither ISP nor the Participant assumes financial responsibility if a participant cancels before arrival or if they must leave early due to unforeseen circumstances.

**RESPONSIBILITIES OF ISP.** It is understood and agreed that ISP will not perform a personal background check on each Participant. The sum total of ISP's knowledge of any Participant is based on the Participant's application to ISP. ISP is under no obligation to, and will not, verify the information provided by any Participant on the application.

**PAYMENT TERMS.** Hosts are paid according to the area and program for which their assigned Participant has enrolled. Hosts shall indemnify and hold harmless ISP for any costs associated with hosting. IN AREAS WHERE ISP PARTICIPANTS PAY THEIR HOSTS DIRECTLY, IF A PARTICIPANT FAILS TO PAY RENT THAT IS DUE, HOSTS HAVE THE OPTION OF PURSUING LEGAL RECOURSE AGAINST THE PARTICIPANT ON THEIR OWN RECOGNIZANCE. In areas where ISP pays Hosts directly, under normal circumstances, Hosts should receive payments mailed from the ISP office between the 1<sup>st</sup>-5<sup>th</sup> of each month.

**PARTICIPANT CONDUCT.** All Participants have signed the Terms and Conditions that remains on file with ISP. Hosts have the right to request a copy of this.

**Independent Contractor.** The relationship of the parties established under this Agreement is that 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 by sending a written Final Notice of Termination. Termination of this Agreement shall not relieve Hosts' obligations to pay all fees incurred prior to any termination and due and owing hereunder.

**Warranty and Remedies.** HOSTS WARRANT THAT: 1) HOSTS WILL CONTINUE TO LIVE IN THIS RESIDENCE FOR THE DURATION OF A PARTICIPANT'S STAY AND WILL ADVISE ISP IF ANY NEW PEOPLE MOVE INTO THE HOME AND/OR IF THE HOST WILL BE GONE FROM THE RESIDENCE FOR PERIOD LONGER THAN 3 DAYS; 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 PARTICIPANT IS PLACED IN THE HOME BY ISP; 3) NO PEOPLE LIVING, STAYING, OR VISITING, IN THE HOSTS' HOME ARE REGISTERED SEX OFFENDERS OR HAVE BEEN CONVICTED OF ANY FELONY OR ANY SEX OFFENSE. A) ALL MEMBERS OF THE HOST HOME OVER 18 YEARS OLD AGREE TO A BACKGROUND CHECK EVERY TWO YEARS. ISP WARRANTS THAT: 1) IT HAS REVIEWED THE APPLICATION SUBMITTED BY EACH PARTICIPANT; 2) EACH PARTICIPANT HAS SIGNED A TERMS AND CONDITIONS FORM. THE PARTIES MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.

**Media/Photo Release.** HOSTS HEREBY GRANT TO ISP AND ITS REPRESENTATIVES THE RIGHT AND PERMISSION, WITH RESPECT TO THESE PHOTOGRAPHS, VIDEOS, OR ANY MEDIA TAKEN AND WITH RESPECT TO ANY PRINTED MATTER IN CONNECTION THEREWITH TO INCLUDE THEM IN ANY ADVERTISING, PUBLICITY, AND PROMOTION THEREOF. HOSTS HOLD HARMLESS ISP AND ITS REPRESENTATIVES FROM ALL CLAIMS AND DEMANDS WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE FOREGOING, AND WAIVE ANY RIGHT TO INSPECT OR APPROVE THE SAME.

**Limitation of Liability.** IN NO EVENT SHALL ISP HAVE ANY LIABILITY TO HOSTS FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT ISP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Indemnification.** HOSTS UNDERSTAND THAT THE APPLICATION COMPLETED BY EACH PARTICIPANT PROVIDES LIMITED INFORMATION AND THAT THE APPLICATION AND THE PARTICIPANT TERMS AND CONDITIONS ARE NOT A PREDICTOR OF FUTURE BEHAVIOR. HOSTS FURTHER UNDERSTAND THAT ISP CANNOT CONTROL OR GUARANTEE THE BEHAVIOR OF ANY PARTICIPANT. HOSTS ASSUME ALL RISK ASSOCIATED WITH HOUSING PARTICIPANTS. HOSTS WILL NOT INSTITUTE A CLAIM AGAINST ISP AND WILL RELEASE AND HOLD ISP FOREVER HARMLESS FOR ANY AND ALL CLAIMS ARISING FROM THE BEHAVIOR OF ANY PARTICIPANT. FURTHER, HOSTS WILL NOT INSTITUTE A CLAIM AGAINST ISP, NAME ISP AS A PARTY, CALL ISP AS A WITNESS, OR SEEK DISCOVERY FROM ISP FOR ANY OR ALL DISPUTES WITH ANY PARTICIPANT.

**Governing Law.** The parties agree to file any dispute regarding this Agreement in Santa Clara 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 this Agreement. All notices must be in writing. Any modification to the Terms and Conditions of this 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 this 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 therein shall not be assigned by either party without the prior express written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

HOST CODE OF CONDUCT

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

- 1. Hosts will refrain from engaging in any illegal activities. Hosts may not have their home for sale at any point of the ISP Participant's stay.
2. Hosts will not encourage or allow Participants to engage in any illegal activities on the Hosts' premises or 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 instructions regarding household rules and customs that they expect the Participant to follow. Hosts will engage in open communication with Participants regarding household guidelines.
4. Hosts will respect the privacy, property, and bodily integrity of Participants. Hosts understand and agree that a sexual and/or romantic liaison with a Participant is unacceptable.
5. Hosts will provide Participants with toilet paper, bed linens, towels, breakfast and dinner daily (when noted), lunch if specified, laundry detergent, light bulbs, and Internet at no extra charge. Hosts will not ask Participants to babysit or exchange rent for chores, tutoring, or any other domestic chores. If the Host does not have a washing machine at home, hosts will take the Participant to and from the laundromat once per week and provide money and soap for two loads per week (not including linens and towels).
6. Hosts will include Participants in family life and help with cultural adjustments. Host will orientate Participants to their local neighborhoods. Hosts will give Participants a house key.
7. Hosts will not contract directly or make personal rental contracts with Participants at any time while Participants are in residence, regardless if the Participant stays in residence beyond the initial agreed upon duration of stay. Non-compliance with this provision will result in Hosts being disqualified from hosting future ISP Participants. If the Host is disqualified by ISP, either at the time of their host interview by ISP or after a student is removed from their home, Hosts agree they have no recourse regarding damages related, but not limited to, loss of income and defamation/slander.
8. Hosts will not charge Participants for any additional costs other than rent without advance approval. In ISP regions where Participants pay Hosts directly for rent, Hosts will only accept rent in one-month increments. If ISP is paying the host, payments will be mailed from the ISP office during the first five days of the participant's arrival. ISP does not have control of the US postal service. ISP does not provide direct deposit for host payments.
9. It is understood and agreed that in instances when a Participant leaves, or is moved by ISP earlier than originally scheduled, Host will indemnify and hold harmless ISP & the Participant from all claims including, but not limited to, loss of income, defamation and slander. Hosts may not evict Participant(s) without informing ISP first.
10. Hosts will inform the ISP main office if any person move into the home other than those listed on this agreement below. Hosts will keep all household information current with ISP and inform ISP if any information changes on their host profile (employment, phone numbers, etc).
11. Hosts must complete a background check for each person residing in the host home over 18 years of age. The cost is \$25 per person paid to ISP.
12. High school Hosts will provide the Participant with the support that a parent would including signing school absence slips, making medical appointments, meeting with the teachers and the school staff, and emotionally supporting the Participant. High school Hosts must agree to host the Participant for the entire academic semester or year.
13. Hosts will read and understand all emails and interaction from ISP regarding their Participant.
14. Hosts understand and agree that hosting a Participant may result in damages and wear and tear of the home. Hosts accept liabilities associated with this.

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 signing this Agreement on behalf of such party has 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 WARRANTS AND GUARANTEES THAT EACH AND EVERY PERSON OVER THE AGE OF 18 RESIDING IN THE HOST HOME HAS SIGNED THIS AGREEMENT.

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

HOST:
Signature:
Print Name:
Print Date:

HOST:
Signature:
Print Name:
Print Date:

ADULT RESIDENT (over age 18):
Signature:
Print Name:
Print Date:

ADULT RESIDENT (over age 18):
Signature:
Print Name:
Print Date:

Revised 05/11/17