



**American Work Adventures®**  
**Self-Placed Host Employer Agreement**

For purposes of this agreement, the undersigned ( \_\_\_\_\_ ) will be referred to as the “Host Employer”. All terms, conditions, and regulations set forth in this document shall be considered a binding agreement between American Work Adventures, Inc. (AWA), located at 755 Baywood Drive, Suite 380, Petaluma CA 94954-5511, and the Host Employer. American Work Adventures, Inc. is the program sponsor and adheres to regulations and guidelines promulgated by the United States Department of State (DOS).

**I. Host Employer Documentation Requirements**

Host Employer agrees to submit all required paperwork requested by AWA, including the following:

- Signed Host Employer Agreement
- Completed Host Employer Profile
- Complete Job Profile for Each Position
- Copy of Host Employer’s Business License, if available
- Copy of Workers’ Compensation Insurance Policy or evidence of exemption therefrom

I understand that Participant will not be placed into an open position until all required paperwork is received by AWA.

\_\_\_\_\_  
(Initial)

**II. Host Employer Labor Requirements**

Host Employer agrees to the following:

- To provide no less than 32 working hours per week for the entire duration of a Participant’s J-1 Summer Work and Travel (SWT) Program, as dictated by the start and end date listed on the form DS-2019
- To pay Participants at a rate not less than the prevailing local wage, which must meet the higher of either the applicable state or federal minimum wage requirement, including payment for overtime in accordance with state-specific employment laws
- To comply with all applicable federal, state and local laws and regulations, including, but not limited to, the following:
  - Workers’ compensation requirements
  - Labor and income tax laws
  - Occupational health and safety laws
  - Exchange Visitor Program and AWA program rules
- To provide an on-site manager, employed by the Host Employer, to fulfill the role of supervising and managing all SWT Participants
- To provide job orientation directed by the on-site manager

**III. Host Employer Monitoring Requirements**

Host Employer agrees to assist in the following monitoring requirements:

- To notify AWA immediately upon Participants’ arrival and indicate Participants’ employment start date
- To assist Participant, if needed, in communicating with AWA in order to satisfy monitoring requirements such as arrival information and monthly check-ins
- To provide an Host Employer point-of-contact during regular business hours to address Participant concerns regarding job responsibilities, employment terms, taxes, local transportation, community resources and the like
- To notify AWA promptly in the following events:
  - When Participants arrive at the work sites to begin their programs
  - When there are any changes or deviations in the job placements during the Participants’ programs, including, but not limited to, changes in the number of hours provided, job duties or title, or physical location of the work site
  - When Participants are not meeting the requirements of their job placements
  - When Participants leave their position ahead of their planned departure
- To notify AWA immediately in the event of any emergency involving Participants or any situation that impacts the welfare of Participants.
- Host Employer understands that each Participant must submit an online Arrival Report to AWA immediately upon arrival at the Host Employer. Participant’s failure to submit arrival information within 10 days of the program start date as listed on the Participant’s form DS-2019 may result in Participant’s termination from the program and eligibility to work in the United States.

\_\_\_\_\_  
(Initial)

**IV. Job Performance, Termination and Reassignment**

- Host Employer understands that Participants go through an assimilation period upon arrival. Host Employer agrees to allow for this adjustment period by permitting a reasonable time for Participant to integrate into the U.S. culture, Host Employer's work environment, and local community.
- Host Employer agrees to provide Participant a written warning with a probationary period of 1-2 weeks if performance is not at a satisfactory level following the assimilation period. Host Employer is required to provide a copy of any warnings to AWA immediately upon issuance.
- After issuing a written warning and completion of the stated probationary period, the Host Employer understands that termination of Participant is at its sole discretion. Host Employer agrees to notify AWA immediately if termination occurs.
- Host Employer understands that upon termination, Participants may be placed with another Host Employer in the community, at an alternate location, or be excused from the program and directed to return to his or her home country. Such actions are at the discretion of AWA.

\_\_\_\_\_ (Initial)

**V. Job Type Verification**

Host Employer understands that the Department of State regulations forbid utilizing staffing or employment agencies to act as a third party representative between AWA's J-1 SWT Program Participants and the Host Employer. Host Employer confirms that it is in control of the Participant's work location, supervision, management and payment.

Host Employer verifies that it is not placing Participants in any of the following positions:

- In any position in the adult entertainment industry
- In sales positions that require Participants to purchase inventory that they must sell in order to support themselves
- In domestic help positions in private homes (e.g., child care, elder care, gardener, chauffeur)
- As pedicab or rolling chair driver or operators
- As operators of vehicles or vessels that carry passengers for hire and/or for which commercial drivers licenses are required
- In any position related to clinical care that involves patient contact
- In any position that could bring notoriety or disrepute to the Exchange Visitor Program

Host Employer certifies that no location where Participants will be employed participate in the following programs:

- Work Release
- Prison Furlough
- Court-Ordered Community Service
- Other work programs provided to convicted criminals.

\_\_\_\_\_ (Initial)

**In addition to all conditions stated above, I understand and agree to the following:**

- The intention of AWA and the Summer Work and Travel program is to facilitate cultural exchange. Host Employer recognizes the Participant as a cultural exchange visitor to the U.S. and agrees to provide reasonable opportunity and encouragement to take advantage of educational and cultural benefits in the local community.
- AWA adheres to and satisfies all U.S. Department of State guidelines regarding the selection, placement and orientation of SWT Participants.
- AWA will maintain monthly contact with Participants throughout the SWT program to ensure their health, safety and well-being. The Host Employer is responsible for contacting AWA immediately if it becomes aware of any negative impacts to the Participant's health, safety or well-being.
- Participant programs may be ended, through no fault of the Host Employer, for Participant's failure to satisfy the core terms and conditions of the Summer Work and Travel program. In such a circumstance, AWA will make a reasonable effort to provide Host Employer with a replacement Participant. Host Employer acknowledges, however, that AWA does not guaranty, warrant or otherwise represent that AWA will provide Host Employer with a replacement Participant.
- Host Employer acknowledges that it has not accepted any payment or other incentive to accept program Participants, and that to do so would be a violation of DOS regulations and a material breach of this Agreement.



- Host Employer waives, releases and holds harmless AWA, its subsidiaries, officers, employees, agents, insurers, representatives, successors and assigns from any and all claims, losses, liabilities, expenses, injuries or other damages, whether compensatory, incidental, consequential or punitive, arising from, in connection with or otherwise related in any way to Participant's employment with Host Employer and/or termination of Participant's employment with Host Employer.
- Host Employer acknowledges that AWA shall not be responsible for any personal obligations of Participant, including, but not limited to, any expenses incurred by the Participant for housing, telephone bills, utilities, credit card charges, or other purchases or debts incurred.
- I understand that this document contains program guidelines set forth by American Work Adventures and the United States Department of State. Further, Host Employer acknowledges that this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous oral and written communications and understandings. In this Agreement time shall be of the essence for each and every term and condition hereof. This Agreement shall not be assigned or transferred.
- This Agreement will be governed by and construed in accordance with the laws of the State of California and the parties hereto submit to the exclusive jurisdiction of the courts of California and the venue of the District Court of California, Northern District, or the Superior Court of the County of San Francisco.
- If any party to this Agreement becomes involved in a dispute or controversy, including but not limited to arbitration, mediation or litigation arising out of the interpretation or performance of this Agreement, the prevailing party in such dispute or controversy shall be entitled to reasonable attorneys' fees and costs in connection with the prosecution and defense of any arbitration, mediation or litigation arising out of this Agreement.
- No provision of this Agreement may be waived or amended nor any consent given except in writing signed by the parties.
- This Agreement shall be binding on the parties hereto and their respective employees, agents, legal representatives, successors and assigns.

<b>Host Employer Signature</b>	<b>Printed Name</b>	<b>Date</b>
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<b>Company Name</b>	<b>Company Tax/Fed ID</b>
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<b>AWA Representative Signature</b>	<b>Printed Name</b>	<b>Date</b>
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<b>PARTICIPANT INFORMATION</b>	
Student First Name: <input style="width: 95%;" type="text"/>	Student Last Name: <input style="width: 95%;" type="text"/>
AWA ID Number: <input style="width: 95%;" type="text"/>	Home Country: <input style="width: 95%;" type="text"/>
How did you find this job? Please specify from whom it was obtained, whether they act as a third party agent, provide their contact information, and specify how much money was paid for the position (if applicable).	
Email address: <input style="width: 95%;" type="text"/>	



## Self-Placed Host Employer Profile

HOST COMPANY INFORMATION			
Company Name:			
Work Site Address:	City:	State:	Zip Code:
Program: Self <input type="checkbox"/> or AWA <input type="checkbox"/>			
Primary Contact Name:			