



Employer Agreement

For purposes of this agreement, _____ the undersigned will be referred

(Company Name)

to as the "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 Dr., Suite 380, Petaluma, CA 94954, and the 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. Employer Documentation Requirements

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

- Signed Employer Agreement
- Completed Employer Profile
- Complete Job Profile for Each Position
- Copy of 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. Employer Labor Requirements

Employer agrees to the following:

- To provide no less than 27 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 Employer, to fulfill the role of supervising and managing all SWT Participants
- To provide job orientation directed by the on-site manager

III. Employer Monitoring Requirements

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 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.
- Employer understands that each Participant must submit an online Arrival Report to AWA immediately upon arrival at the 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

- Employer understands that Participants go through an assimilation period upon arrival. Employer agrees to allow for this adjustment period by permitting a reasonable time for Participant to integrate into the U.S. culture, Employer's work environment, and local community.
- 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. 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 Employer understands that termination of Participant is at its sole discretion. Employer agrees to notify AWA immediately if termination occurs.
- Employer understands that upon termination, Participants may be placed with another Employer in the community, at an Employer in 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

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 Employer. Employer confirms that it is in control of the Participant's work location, supervision, management and payment.

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 driver's 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
- In any position in the adult entertainment industry (including, but not limited to jobs with escort services, adult book/video stores, and strip clubs)
- In positions requiring work hours that fall predominantly between 10:00 pm and 6:00 am;
- In positions declared hazardous to youth by the Secretary of Labor at Subpart E of 29 CFR part 570;
- In positions that require sustained physical contact with other people and/or adherence to the Centers for Disease Control and Prevention's Universal Blood and Body Fluid Precautions guidelines (e.g., body piercing, tattooing, massage, manicure);
- In positions that are substantially commission-based and thus do not guarantee that participants will be paid minimum wage in accordance with federal and state standards;
- In positions involved in gaming and gambling that include direct participation in wagering and/or betting;
- In positions in chemical pest control, warehousing, catalogue/online order distribution centers;
- In positions with traveling fairs or itinerant concessionaires;
- In jobs that do not allow participants to work alongside U.S. citizens and interact regularly with U.S. citizens and to experience U.S. culture during the workday portion of their Summer Work Travel programs;
- With employers that fill non-seasonal or non-temporary job openings with exchange visitors with staggered vacation schedules;
- In positions that require licensing;
- In positions for which there is another specific J visa category (e.g., Camp Counselor, Trainee, Intern);

Employer certifies that:

- will not displace domestic U.S. workers at worksites where they will place program participants
- have not experienced layoffs in the past 120 days and do not have workers on lockout or on strike
- program participants are placed in the jobs that are seasonal or temporary

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 Summer Work and Travel is a cultural exchange program. The intention of AWA and the Summer Work and Travel program is to facilitate cultural exchange. The purpose of the program is to provide Foreign college and university students the opportunity to interact with U.S. citizens, experience U.S. culture while sharing their own culture with Americans they meet, travel in the U.S. and work in seasonal jobs to help defray a portion of their experience.

- 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, provide opportunities for regular communication and interaction with U.S. citizens and allow participants to experience U.S. culture.
- Employer will try to implement cultural activities by group excursions to sporting events (if possible), local events, establishing local volunteer networks that pair Exchange visitors with local citizens, or otherwise making intentional efforts to integrate program participants into local communities.

- The intention of AWA and the Summer Work and Travel program is to facilitate cultural exchange. 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 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 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 Employer with a replacement Participant. Employer acknowledges, however, that AWA does not guaranty, warrant or otherwise represent that AWA will provide Employer with a replacement Participant.
- 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.
- 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 Employer and/or termination of Participant's employment with Employer.
- 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, 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.

Employer Signature	Printed Name	Date
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Company Name	Company Tax/Fed ID
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AWA Representative Signature	Printed Name	Date
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Self-Arranged Job Offer Form

SPONSOR INFORMATION				
Name of Sponsor: AMERICAN WORK ADVENTURES		Phone Number: +1-888-292-0088		
AWA Representative:		Fax Number: +1-707-981-7370		
Mailing Address: 755 Baywood Drive, Suite 380, Petaluma, CA 94954				
PARTICIPANT INFORMATION				
Student First Name:		Student Last Name:		
AWA ID Number:		Home Country:		
How did you find this job?				
E-Mail Address:				
EMPLOYER INFORMATION				
Company Name:				
Work Site Address:		City:	State:	Zip Code:
Program: Self <input type="checkbox"/> or AWA <input type="checkbox"/>				
Primary Contact Name:		Primary Contact Title:		
Company Web Site:		Company Email:		
Phone:	Cell:	Fax:	Email:	
Secondary Contact Name:		Secondary Contact Title:		
Secondary Contact Phone:		Secondary Email:		
Business Type:				
Want Student Applications? <input type="checkbox"/> Want AWA Interviewing? <input type="checkbox"/> # of Permanent Employees?				
SOCIAL SECURITY INFORMATION				
SSI Office:				
Can Participant begin working prior to receipt of Social Security Card?: Yes <input type="checkbox"/> No <input type="checkbox"/>				
Will Host company pay Participant prior to receipt of Social Security Card?: Yes <input type="checkbox"/> No <input type="checkbox"/>				
EMPLOYER POLICIES				
Pre-employment Drug Screening:				
Drug Testing Policy:				
Discounts:				
Uniforms:				
Dress Code:				
Grooming Code:				
SUGGESTED TRAVEL INFORMATION				
International Airport:		Distance:		
Near Airport:		Distance:		
Travel to Job:				
Meet Students:				
Bus Station				
Train Station				



DOES EMPLOYER PROVIDE HOUSING AND ACCOMODATIONS YES <input type="checkbox"/> NO <input type="checkbox"/> IF NO, PLEASE PROVIDE SUGGESTIONS BELOW
Housing Type:
Restrictions:
Housing Info:
Req Reservations?
Housing Cost:
Deposit:
Terms:
Included:
Options:
EMPLOYER COMMENTS
Comments:

Job Profile

JOB POSITION INFORMATION			
Company Name:	Year:	Season:	# of Open Positions:
Job Title:			
Job Category:			
Job Description:			
Level of English Needed: <input type="checkbox"/> Intermediate <input type="checkbox"/> Upper-Intermediate <input type="checkbox"/> Advanced			
Start Date Range:	Click here to enter a date.	Click here to enter a date.	
End Date Range:	Click here to enter a date.	Click here to enter a date.	
Gender Preference:			
Date to Report to Employer: Earliest:	Click here to enter a date.	Latest:	Click here to enter a date.
Date to Arrive in Community:			
Pay Range:		Pay Frequency:	
Weeks Before First Pay Check:			
Estimated Hours:			
Overtime:			
Skills Required:			
Employer Comments:			
ADDITIONAL PROFILE INFORMATION			
Company Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit <input type="checkbox"/> Franchise <input type="checkbox"/> Other:			
Name and State Company is Incorporated Under:			Year Business was est.:
Workers Comp Carrier:		Workers Comp Policy #:	
Employer Tax Id/Fed ID:			



Employer Mailing Address (if different from work site):		
On-Site Manager:	On-site Manager Phone:	On-site Manager Email:
Have you ever hired J-1 SWT Participants?	If so, through which sponsor?	
How many locations do you own/manage?		
Will Employer provide transportation to Social Security Office?		
Does Employer provide pickup from airport/bus/train station?		
Does Employer arrange transportation from housing to work site? <input type="checkbox"/> Yes <input type="checkbox"/> No, if yes, please describe. If no, please explain alternate transportation options:		
U.S driver's license required?		
Is training required prior to Participant start?	If yes, are training hours paid?	
If training is required, please describe expected hours/schedule during training period:		
Is a supplemental application required?	If yes, please describe (i.e. resume, background check, Employer-specific application):	
Is an additional Skype interview required by Employer?		

Employer Representative Signature	Printed Name	Date
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AWA Representative Signature	Printed Name	Date
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