



## 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) and the Host Employer.

### I. Host Employer Labor Requirements

- a. Host Employer agrees to the following:
  - i. To provide no less than 32 working hours per week for the entire duration of a student's J-1 Summer Work and Travel (SWT) Program, as dictated by the start and end date listed on their form DS-2019.
  - ii. To pay students at a rate no 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.
  - iii. To comply with all applicable federal, state, and local laws and regulations, including, but not limited to, the following:
    1. Workers' compensation requirements
    2. Labor and income tax laws
    3. Occupational health and safety laws
    4. Exchange Visitor Program and AWA program rules
  - iv. To provide AWA with an assigned worksite location for each student hired.
  - v. To provide an on-site manager, employed by the Host Employer, to fulfill the role of supervising and managing all SWT students.

### II. Job Type Verification

- a. 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 students and the Host Employer. Host Employer confirms that it is in control of the student's work location, supervision, management, and payment.
  - i. Host Employer verifies that it is not placing students in any of the following positions:
    1. In any position in the adult entertainment industry
    2. In sales positions that require students to purchase inventory that they must sell in order to support themselves
    3. In domestic help positions in private homes (e.g., childcare, elder care, gardener, chauffeur)
    4. As pedicab or rolling chair driver or operators
    5. As operators of vehicles or vessels that carry passengers for hire and/or for which commercial driver's licenses are required
    6. In any position related to clinical care that involves patient contact
    7. In any position that could bring notoriety or disrepute to the Exchange Visitor Program
- b. Host Employer certifies that no location where students will be employed participate in the following programs:
  - i. Work Release
  - ii. Prison Furlough
  - iii. Court-Ordered Community Service
  - iv. Other work programs provided to convicted criminals.
- c. Third Party Employer/Pool Company/Management Company
  - i. Host Employer understands they fall in this category if they:
    1. Hire individuals for the purpose of supplying workers to other businesses.
    2. Are a management company hired by an organization to manage properties within the organization.

### III. Host Employer Monitoring Requirements

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



**IV. Cultural Events**

- a. The intention of AWA and the Summer Work and Travel program is to facilitate cultural exchange. Host Employer recognizes the student as a cultural exchange visitor to the U.S. and agrees to:
  - i. Provide reasonable opportunity and encouragement to take advantage of educational and cultural benefits in the local community.
  - ii. Agree to facilitate two cultural events for the hiring season.
  - iii. Upon completion of events, send photos and a completed Cultural Activity Report to assigned AWA representative.

**V. Program Monitoring**

- a. Only the U.S. government and AWA have the authority to modify a student's program or visa status.
- b. AWA adheres to and satisfies all U.S. Department of State guidelines regarding the selection, placement and orientation of SWT students.
- c. AWA will maintain monthly contact with students 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 student's health, safety or well-being.
- d. Student programs may be ended, through no fault of the Host Employer, for student's failure to satisfy the core terms and conditions of the Summer Work and Travel program. Host Employer acknowledges that AWA does not guarantee, warrant, or otherwise represent that AWA will provide Host Employer with a replacement student.
- e. Host Employer acknowledges that it has not accepted any payment or other incentive to accept program students, and that to do so would be a violation of DOS regulations and a material breach of this Agreement.
- f. 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 student's employment with Host Employer and/or termination of student's employment with Host Employer.
- g. Host Employer acknowledges that AWA shall not be responsible for any personal obligations of student, including, but not limited to, any expenses incurred by the student for housing, telephone bills, utilities, credit card charges, or other purchases or debts incurred.
- h. 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 term and condition hereof. This Agreement shall not be assigned or transferred.
- i. 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.
- j. 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.
- k. 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.

**IMPORTANT:** An AWA representative will contact the employer at the place of business to verify employment offer and the information within the host employer profile. Without confirmation of employment offer and agreement, AWA will be unable to provide sponsorship to the prospective employee(s). AWA is a designated J-1 Visa sponsor for the U.S. Department of State regulated Summer Work Travel Program (22C.F.R. Part 62). Student sponsorship is not granted until the Host Employer Agreement and Profile have been received, reviewed and approved by an authorized AWA representative. Continued sponsorship is contingent upon the successful execution of and adherence to this agreement between the employer and named international exchange student(s). Please be advised that as per U.S. Department of State regulations, a representative of the J-1 Visa program may also contact employers regarding employment.

Representative Name	Title	Signature	Date
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American Work Adventures | 775 Baywood Dr. Suite 109, Petaluma, CA 94954  
Phone 707.559.5800 | Fax: 707.981.7370 | [info@workadventures.org](mailto:info@workadventures.org) | [www.americanworkadventures.org](http://www.americanworkadventures.org)



### Proof of Seasonality

Thank you for accepting AWA students at your workplace, AWA requires all Host Employers to ensure that the employment offered to our students are seasonal or temporary in nature.

It is our priority to be in compliance with the Department of State regulations and your cooperation in this matter is greatly appreciated.

To verify that the employment offered is based on seasonal or temporary need please read the terms and conditions under which AWA students can be employed:

- The employment offered to AWA students is of seasonal nature when the required service is tied to a certain time of year by an event or pattern and requires labor levels above and beyond existing worker levels.
- The employment positions we offer are of a temporary nature when our company's need for the duties to be performed is a one-time occurrence, a peak load need, or an intermittent need
- [22 CFR 62.32 (b)]
- I have not experienced layoffs within the last 120 days.
- I do not feel that by hiring a J-1 student, that I will be displacing an American

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### Acknowledgement of Host Employer Handbook

The Host Employer Handbook describes important information about the policies and procedures and Department of State guidelines in relation to a Host Employing a J-1 Visa student. To ensure a successful Exchange Visitor program, J-1 Visa students and their Host Employers must follow all regulations set forth by the U.S. Department of State and maintain contact with AWA throughout their programs.

I hereby acknowledge that:

- I have received the handbook, and I understand that it is my responsibility to read and comply with the procedures, policies, and
- regulations of the Host Employer Handbook.
- If I should have any questions regarding the Host Employer Handbook that I will contact AWA.
- I understand that any and all revised information may supersede, modify, or eliminate existing policies, procedures and regulations.

I acknowledge and affirm that the employment offer meets the above seasonality requirements during the dates specified on the job profile. I agree to review the Host Employer Handbook and to complete a Host Employer Training with an assigned AWA Representative.

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Representative Name	Title	Signature	Date
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HOST EMPLOYER INFORMATION			
Program Season:	Spring	Summer	Winter
Program Year:	2023	2024	
Have You Hired J-1 Students Before?	Yes	No	List the Name(s) of the J-1 Sponsor(s):
Are you a Third Party/Pool Company?	Yes	No	<i>If yes, worksite contracts and supervisor agreements will be required.</i>
Official Name and State Company is Incorporated Under:			
Company Web Site:		Host Employer Tax ID/EIN:	
Work Site Address:	City:	State:	Zip Code:
Name of Person Authorized to Hire:		Contact's Title:	
Business Phone:		Contact's Cell:	
Contact's Email:			
Who will verify Student placements (Name/Title/Phone/Email):			

AREA INFORMATION			
Does Host Employer offer transportation to/from work?	Yes	No	
If yes, how much is the cost?	If yes, is there a schedule?		
Is public transportation available to/from work?	Yes	No	Cost of public transportation?
Type of public transportation:	Bus	Train	Taxi
	Uber	Other	
Average commute via public transportation:	Hours of Public Transportation:		
Walking distance from housing to public transportation:			
Walking distance to/from work?		Distance from housing to grocery store:	

JOB INFORMATION			
Job Title:	Total Number of AWA Students at Work Site:		
Job Description:			
Physical Demands of Job?:			
Level of English Needed:	Intermediate	Upper-Intermediate	Advanced
Gender Requirements?	Males Only	Females Only	Even Number of Males and Females
Work Hours per week:	Shift hours:		
Hourly Wage:	Pay Frequency: Weekly Bi-Weekly Semi-Monthly		
Overtime Offered: Yes No	Overtime Pay Rate:		
Is there a training/orientation period? Yes No	If yes, are training/orientation hours paid? Yes No		
Training/Orientation dates:			
Job Offer Start Date:	Are start and end dates flexible? Yes No		
Job Offer End Date:			
Benefits Provided? Yes No	Job Related Costs? Yes No		
If yes, please explain:	If yes, please explain:		
Meal Plans? Yes No	Payroll Deductions? Yes No		
If yes, please explain:	If yes, please explain:		
Will Host Employer provide transportation to Social Security Office? Yes No			
If yes, what is the transportation fee?			
Drug Policy:			
Airport Pick-up? Yes No	If yes, any costs?		
If yes, what airport should student arrive to?			
Additional Info (i.e. housekeeping; number of rooms per 8 hour shift. Lifeguards; expectations of job, arrival info, etc.):			



**NOTE: If multiple housing sites, you must complete the below section for every site.**

HOUSING INFORMATION			
Housing Provider:			
Phone Number:		Email:	
Type of Housing:	House	Apartment	Dormitory Other
Housing Address:			
Cost of Rent per student:		Rent to be paid: Weekly Bi-Weekly Monthly	
Deposit Required? Yes No		Deposit Amount:	
Is deposit refundable? Yes No			
If yes, what is policy?			
Will students be required to sign a separate housing/lease agreement? Yes No			
<i>(NOTE: If yes, a blank copy of housing/lease agreement will need to be submitted.)</i>			
Will students be expected to leave housing if terminated from employment? Yes No			
Will students be refunded their deposit if they leave housing? Yes No			
Is housing furnished? Yes No		If yes, please explain:	
List utilities included in rent:		List utilities NOT included in rent:	
Number of Students Per Housing:		Number of Rooms:	
Number of Students Per Room:		Number of Bathrooms:	
Housing Change Policy:			
Additional Information (i.e.regarding deposit, lease, reservations, single beds vs bunk beds, etc.):			

### Additional Work Site Locations

*(Complete for any work site AWA students will be staffed)*

Worksite Street Address	City, State, Zip	Supervisor Name, Phone, Email	# of students