

Your AuPairCare US Application – online & paper



Your US application for the AuPairCare programme consists of 3 parts:

1. Your paper application – please find the list of the 10 documents needed below
2. Your online application – call us and get registered online
3. Your in-person interview

1. Your paper application : 10 documents to send by post or email

Please send the following documents to our office by post OR by email (scanned):

AuPairCare /represented by AYUSA International GmbH

Giesebrechtstrasse 10

10629 Berlin, Germany

Email: vcarmichael@aupaircare.eu – UK phone : 0203 286 2042 – IRLAND: 0617 48 286

- Personal Reference (1):** (attached) this form should be completed by a friend, neighbour, employer, etc. Please note that it must NOT be filled out by family members OR by your childcare references.
- Childcare Reference (1) & (2):** (attached) these forms must be completed by 2 different persons who can confirm that you have taken care of non-related children, i.e. your babysitter families (incl. friends) or from institutions like girl's brigade, youth centres, nurseries, primary schools, etc.
- Physician Verified Medical History:** (attached) this form must be completed, stamped, dated and signed by your local GP (doctor and the nurse). Please remember to sign the "Emergency Operation Release/Waiver yourself on the bottom of page 2!! - **Please note that your GP might charge a fee to fulfil this form- Please call us for further assistance on (UK) 0203 286 2042 or (IE) 0617 48 286.**
- AuPairCare Agreement (U.S.):** (attached) Please complete, sign and date this form and initial each page.
- AuPairCare Europe Agreement 2011:** (attached) Please complete, sign and date this form
- An up-to-date Police Check / Police Certificate of Good Character: Original needed by post.** It can take up to 40 days to obtain a police check. Thus please apply for it straight away. **Please choose either from:**
 - UK: an ACRO Certificate fast track – **please note that we will give you £35 off of your placement fee with the receipt**
 - UK: a BASIC DISCLOSURE
 - UK: a DATA PROTECTION SHEET (standard service) from your local police office.
 - IRELAND: Please obtain a CERTIFICATE OF GOOD CHARACTER from your local Garda Station.
- A copy of your valid passport:** valid at least six months after you have returned from your stay as an au pair.
- A copy of your valid national driving licence:** Front and back of the license on one page. (Please don't forget to also obtain an International Driving licence before you leave the UK/ Ireland)
- A copy of your school leaving certificate (i.e. GCSEs or above) and/or a vocational training certificate (i.e. NVQ, university degree) or a current school verification form**

2. Your online application: your registered AuPairRoom

Your Childcare experience, your host family letter, your Photos and Video Upload

→ Please call us on (UK) 0203 286 2042 or (IE) 0617 48 286 to receive the link to our server in order to register your online profile. We will be happy to get to know you better right at the start of your US application and provide you hopefully with useful advice.

→ **Online Application Assistance Guide:** [a comprehensive guide to meet US standards!](#)

3. Your AuPairCare Interview

We will meet you in person after having received and reviewed your completed application (online and 10 completed documents). Your personal interview will be with one of our AuPairCare Representatives.

Your application is the most important step towards becoming an au pair in the USA. US Host families look at a variety of au pair applications in order to choose the right au pair for their family. **Please do your best!**

The applicant presenting you with this form is a candidate for the AuPairCare program. If accepted, he/she will spend a year with an American family taking care of and being responsible for the children in this family.

*NOTE: This reference must be completed by a **NON-RELATIVE** and will be verified by an AuPairCare representative. You may be contacted to verify this reference.*

1. Name of applicant: _____

2. How long have you known this applicant? _____

3. How do you know this applicant?

- | | | |
|-----------------------------------|------------------------------------|--------------------------------------|
| <input type="checkbox"/> Employer | <input type="checkbox"/> Neighbor | <input type="checkbox"/> Teacher |
| <input type="checkbox"/> Friend | <input type="checkbox"/> Colleague | <input type="checkbox"/> Other _____ |

4. How would you describe this person's character?

- | | | | |
|------------------------------------|--|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Active | <input type="checkbox"/> Family-oriented | <input type="checkbox"/> Open-minded | <input type="checkbox"/> Sociable |
| <input type="checkbox"/> Adaptable | <input type="checkbox"/> Flexible | <input type="checkbox"/> Outgoing | <input type="checkbox"/> Sporty |
| <input type="checkbox"/> Creative | <input type="checkbox"/> Humorous | <input type="checkbox"/> Polite | <input type="checkbox"/> Warm-hearted |
| <input type="checkbox"/> Efficient | <input type="checkbox"/> Independent | <input type="checkbox"/> Positive | <input type="checkbox"/> Other _____ |

5. Please describe why you believe the applicant is suitable for the AuPairCare program. List any relevant skills and abilities the applicant has demonstrated:

6. Do you recommend this applicant for the AuPairCare program? Yes No **Please explain:**

7. Additional comments on the applicant's character:

8. Reference Information:

Name: _____

Address: _____

Signature: _____ Date: ____/____/____

9. May a prospective host family call you?

Yes No, I am uncomfortable speaking English. Email Address: _____

Daytime Phone: (011) _____ Evening Phone: (011) _____
Country Code / Area Code / Local Number Country Code / Area Code / Local Number

For Office Use Only:

Verified by: _____ Date: ____/____/____

The applicant presenting you with this form is a candidate for the AuPairCare program. If accepted, he/she will spend a year with an American family taking care of and being responsible for the children in this family.

*NOTE: This reference must be completed by a **NON-RELATIVE** and will be verified by an AuPairCare representative. You may be contacted to verify this reference.*

1. Name of applicant _____

2. How long have you known this applicant? _____

3. How do you know this applicant?

- Employer Neighbor Other _____
 Friend Colleague

4. How do you know that the applicant can take care of children?

- The applicant has taken care of my children I have supervised the applicant with children
 We have worked together with children Other: _____

5. When did the applicant care for the children? Start Date: ____/____/____ Stop Date: ____/____/____

6. How frequently did the applicant take care of the children? Hours per week: ____ Weeks per month: ____

7. Please list the ages of the children for whom the applicant cared:

- 0-6 months 2-5 years
 6-12 months 5-10 years
 1-2 years 10 years and older

8. Please state the applicant's duties and activities during this period:

- Bottle feeding Meals preparation
 Spoon feeding Playing with children
 Burping Helping with schoolwork
 Changing diapers (nappies) Putting children to bed
 Bathing Other _____

9. Please describe the skills and abilities this applicant showed while caring for the children:

10. Do you recommend this applicant for the AuPairCare program? Yes No **Please explain:**

11. Reference Information:

Name: _____

Address: _____

Signature: _____ Date: ____/____/____

12. May a prospective host family call you?

Yes No, I am uncomfortable speaking English. Email Address: _____

Daytime Phone: (011) _____ Evening Phone: (011) _____
Country Code / Area Code / Local Number Country Code / Area Code / Local Number

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*NOTE: This reference must be completed by a **NON-RELATIVE** and will be verified by an AuPairCare representative. You may be contacted to verify this reference.*

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Yes No, I am uncomfortable speaking English. Email Address: _____

Daytime Phone: (011) _____ Evening Phone: (011) _____
Country Code / Area Code / Local Number Country Code / Area Code / Local Number

For Office Use Only:

Verified by: _____ Date: ____/____/____

Physician Verified Medical History

Note to Physician: The person presenting you with this form is applying to be an au pair with AuPairCare. If accepted, he/she will spend a year with an American family taking care of the family's children and being responsible for them. It is important that the people we entrust with this responsibility be in good health. Please provide in depth medical history and attach additional documentation if necessary.

Name of Patient: _____ Date of Birth: ____/____/____ (month/day/year)

Age: _____ Height: _____ Weight: _____

1. Does this patient have or have they ever suffered from or been diagnosed with any of the following? Indicate by checking "Yes" or "No" for each condition.

Yes		No		Yes		No		Any disease or abnormality of:		General health:	
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8. Does the patient have any history or symptoms of an eating disorder such as anorexia, bulimia or other similar conditions? Yes No If yes, please explain:

9. Does the patient present any history or symptom of nervous, emotional, or mental abnormality (i.e. neurosis, nervous breakdown, nervous fatigue, recurrent nightmares, panic attacks, etc.)? Yes No If yes, please explain:_____

10. Does this patient suffer from any chronic conditions (i.e. asthma, arthritis, diabetes, epilepsy, chronic fatigue, etc.)? Yes No If yes, please explain:_____

11. Has this patient ever been the victim of physical or sexual abuse? Yes No If yes, please explain:_____

12. Is there any reason why this patient should not care for children? Yes No If yes, please explain:_____

13. Is there anything more you would like to tell us about this patient? Yes No If yes, please explain:_____

14. In my expert opinion, the general state of the patient's health is: Excellent Good Fair Poor

**I, the undersigned, have given a thorough physical examination and reviewed the medical history of the patient.
I certify that the above information is complete accurate to the best of my knowledge.**

Physician's Name: _____

Phone Number: _____

Place Physician Stamp Here
(or affix business card)

Signature: _____

Date: _____/_____/_____ (month/day/year)

Emergency Operation Release/Waiver (This section must be signed by the au pair applicant)

If my medical condition changes (including pregnancy), between the time of signing this document and my departure to the USA, I understand that I am required to notify AuPairCare and resubmit another Physician Verified Medical History document prior to my arrival. I also understand that failure to adhere to this policy, will likely result in my immediate termination from the program.

My signature below indicates that the medical history provided is true and hereby give my full consent to be medically treated or to undergo any emergency operation which is determined by a doctor and may be necessary during my stay abroad. I also accept full responsibility for any medical expenses which are not covered by my insurance policy, and understand that pre-existing medical conditions will not be covered. I also give my full consent to release this information to potential host families.

Strong recommendations to the au pair: Travel Insurance does not include the cost of normal dental treatment that is not due to an accident. It is therefore important for any person traveling abroad to receive a thorough dental examination so that no unexpected complications arise during the period of residence abroad.

Au Pair Signature: _____ Date: _____

Print Name: _____

**Pre-existing Medical Conditions Understanding
of Medical and Treatment Terms**

I, the undersigned, _____, acknowledge that I have been accepted into the AuPairCare program with a pre-existing or possible pre-existing medical condition.

I understand as an au pair I am insured under AVI International insurance.

I understand pre-existing conditions and "treatment" related to pre-existing conditions are not covered under AVI International insurance.

I understand a pre-existing condition means a medical condition for which treatment has been received or which my exhibited symptoms would lead a physician and/or medical official to believe that treatment was required prior to my au pair program start date. This includes medically recognized complications or recurrences of a medical condition.

I understand AVI defines "treatment" as follow-up exams, investigation, prescription of medication, change of type or change of dosage of medication and in general all medical and laboratory exams, x-rays, etc. related to that condition.

I understand all costs associated with the "treatment" of a pre-existing medical condition are my full responsibility during and after the au pair program and until paid in full.

I, the undersigned, have read this entire document carefully, and I have had the opportunity to ask questions, obtain advice as to its meaning, and I understand it. I am capable of reading and understanding this agreement in English.

Name of participant

Signature of participant

Date

AuPairCare
Au Pair Agreement
(rev. 10/2010)

This AuPairCare Au Pair Agreement (the "Agreement") is entered into between AuPairCare, a California Corporation and "Au Pair" (first and last name of Au Pair) _____ of (City) _____, (Country) _____. Au Pair has fully read this Agreement and agrees to the terms and conditions contained herein. "Host Family" is the family in the United States with whom Au Pair has agreed to match, and with whom Au Pair will live and work.

A. General Provisions

Au Pair is hereby advised and acknowledges that the parties agree as follows:

1. Au Pair will abide by the terms and conditions of this Agreement for the duration of Au Pair's participation in the AuPairCare program, unless and until this Agreement is replaced or modified by a subsequent written agreement executed by AuPairCare and Au Pair.
2. Au Pair is hereby advised and acknowledges that all Au Pairs are participants in a cultural exchange program, and agrees to comply with all of the regulations published by U.S. Department of State in 22 CFR Part 514, as the same may be amended from time to time in the future ("the Regulations"). Said regulations can be found by visiting: <http://exchanges.state.gov/jexchanges/index.html>.
3. Au Pair represents that all information provided throughout the application process is true and that no relevant information has been excluded or misrepresented in the application process and documents, including representation of the level of English proficiency, health and/ or childcare experience. Au Pair agrees that all such disclosures will be full and accurate, up to and through the date of departure from Au Pair's country of origin.
4. Au Pair agrees to complete all visa screening requirements in accordance with the instructions given and will be responsible for obtaining a valid passport and complying with all vaccinations and immunization requirements.
5. Au Pair agrees to immediately amend any disclosures should new information become available to Au Pair in any regard or at any time of participation in the program. Au Pair represents that s/he will personally conduct all written and phone correspondence with Host Family during the interviewing process. Au Pair understands that exaggeration or falsification of any application information by Au Pair, references or Originating Exchange Organization may result in immediate dismissal from the program and return to Au Pair's home country at Au Pair's expense.
6. AuPairCare has the exclusive right to determine suitability of Au Pair to participate in the program both before and during participation in the program. Au Pair agrees that in determining suitability, AuPairCare may make inquiries to third parties about Au Pair, including but not limited to medical personnel and insurance agencies otherwise covered by federal HIPAA regulations.
7. Au Pair is not an employee, agent or independent contractor of AuPairCare, and AuPairCare does not exercise dominion or control over the actions of the Host Family.

B. Fees and Program Costs

8. Participation in the AuPairCare program requires Au Pair to pay a non-refundable program fee to Originating Exchange Organization.
9. Au Pair will be responsible for additional costs, including but not limited to, baggage check fees for arrival and return flights, personal expenses while at the Au Pair arrival orientation, medical expenses not covered by insurance and all incidentals and personal expenses while on the program. Au Pairs should be prepared to cover these costs.

10. Au pair will pay all applicable fees to Originating Exchange Organization before beginning travel to this United States. Au Pair may not under any circumstances solicit funds from Host Family for to cover personal costs of program, including but not limited to fees due to the Originating Exchange Organization, costs associated with securing a visa, or incidental travel costs.
11. Au Pair agrees that s/he has adequate financial resources to satisfy all obligations as an AuPairCare Au Pair, including payment for a return flight if Au Pair does not successfully complete the program.

C. Au Pair Cancellations/Flight Change Requests

12. Au pair agrees to pay a **\$300.00 USD** cancellation fee, **plus the actual cost of international and/or domestic airfare** (if travel has been arranged), in the event he/she cancel from the program after matching with a family but prior to arrival at the host family home.
13. Au pair agrees to pay a **\$300.00 USD** change fee and **any applicable airfare penalties**, in the event he/she requests to change their arrival date.

D. Responsibilities

14. Au Pair understands 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.
15. Au Pair agrees to perform childcare services and light housekeeping related to childcare that shall not exceed forty-five (45) hours per week, five and one half (5 1/2) days per week, with a maximum of ten (10) hours per day. Au Pair will have one full weekend off per month (Friday evening to Monday morning). If a dispute arises as to any of these limits or requirements, AuPairCare shall resolve said dispute, and its decision shall be final.
16. Au Pair's responsibilities will be limited to childcare and child-related tasks for the Host Family. This may include duties such as general supervision, preparing and cleaning up after children's meals, straightening children's rooms, doing children's laundry, preparing the children for school, assisting with homework, and being present when children are sleeping. The Au Pair's responsibilities will not include heavy housework, yard work or other non-child related labor for the household. If a dispute arises concerning the scope of the Au Pair's responsibilities, AuPairCare shall resolve said dispute, and its decision shall be final.
17. Au Pair understands that U.S. Department of State regulations prohibit Au Pair employment beyond the au pair arrangement with the Host Family. Au Pair may not undertake any other paid work while in the U.S., including babysitting for Host Family for extra pay beyond the 45 hour weekly limit, babysitting for other families, or tutoring language students.
18. Au Pair is hereby advised and understands that if there is an **infant under the age of two years** old in the household, the **au pair must have 200 hours of documented experience working with children under the age of two**. Such documented experience shall be verified by AuPairCare prior to au pair placement.
19. Au Pair understands that in the event there is an **infant under the age of three months** in the household, a parent or other responsible adult shall be present in the home at all times, and **Au Pair shall not be the sole caregiver for that child at any time**.
20. Au Pair agrees to perform the childcare responsibilities to the best of his/ her ability, and make every effort to act as a caring, responsible Host Family member.

E. Behavior and Compartment

21. Au Pair agrees to abide by Host Family rules as they are determined by the Host Family, and will behave as a responsible member of the Host Family at all times. If a dispute arises concerning the Host Family rules, AuPairCare shall resolve said dispute, and its decision shall be final. Au Pair understands that Host Family is not required to provide access to a car, personal phone line, personal television, computer or other perks.

22. If Au Pair is expected or permitted to drive the family car(s), **Au Pair will obtain a valid international driver's license prior to arrival in the United States, and if required by law, obtain a U.S. driver's license at his/her own expense.** Failure to do so may result in termination from the program. Au Pair understands that if s/he is expected or permitted to drive the family car(s), the Host Family must provide sufficient automobile insurance to comply with all applicable laws, and which insurance shall in no event cover less than \$10,000 in medical coverage. Au Pair will not be responsible for payment of any automobile insurance deductibles that exceed \$250 per accident. Au Pair agrees never to use the car(s) without the express permission of Host Family or to use the car for purposes not approved by the Host Family.
23. Au Pair agrees not to hitchhike at any time, due to the dangerous nature of hitchhiking in the United States.
24. Au Pair agrees to exercise sound judgment and caution while participating in Internet-based communities and social networking websites such as Facebook, Orkut, MySpace or other sites. Au Pair understands that Host Family information, including but not limited to phone numbers, addresses, family names, information about Host Family children, or photos of Host Family home and household members may not be posted online by Au Pair, without the Host Family's prior consent.
25. Au Pair agrees not to buy, possess or consume any controlled or illegal substances, except those prescribed by a physician. **Au Pair understands that the legal drinking age in the United States is age 21, and that the legal ramifications of underage drinking in the United States are serious and can result in immediate termination from the AuPairCare program.** Au Pair agrees not to consume alcoholic beverages at any time if Au Pair is under the legal drinking age of 21. If Au Pair is of legal drinking age, Au Pair agrees not to excessively consume alcoholic beverages at any time. Au Pair agrees never to drive an automobile after consuming alcoholic beverages. **Au Pair agrees never to consume alcoholic beverages while on duty caring for Host Family children.** As with all other terms of this Agreement, if Au Pair violates this term of the Agreement, AuPairCare may in its sole discretion terminate Au Pair's participation in the program and immediately repatriate Au Pair to his/her home country at Au Pair's expense.
26. Au Pair agrees to abide by all local, state and federal laws. If Au Pair is arrested and/or is in police custody under suspicion of committing a crime, AuPairCare will not arrange or pay for legal assistance or representation for Au Pair. Au Pair will be responsible for resolving any legal matters independently and without the assistance of AuPairCare and its staff. As with all other terms of this Agreement, if Au Pair violates this term of the Agreement, AuPairCare may in its sole discretion terminate Au Pair's participation in the program and immediately repatriate Au Pair to his/her home country at Au Pair's expense.
27. Au Pair understands that the AuPairCare program is a smoke free program and agrees not to smoke while participating in the AuPairCare program. This includes, but is expressly not limited to, smoking in or around the Host Family home. As with all other terms of this Agreement, if Au Pair violates this term of the Agreement, AuPairCare may in its sole discretion terminate Au Pair's participation in the program and immediately repatriate Au Pair to his/her home country at Au Pair's expense.

F. Compensation and Financial Responsibility

28. **Au Pair will receive room and board** in the form of meals and a suitable private bedroom in Host Family's home, which has been approved by a local AuPairCare representative.
29. **Au Pair will receive a weekly stipend** in accordance with the U.S. Department of State Regulations in the amount of \$195.75. Said stipend shall be paid by the Host Family on the same mutually agreed upon day each week in the payment method chosen by the Host Family, and cannot be withheld for any reason.
30. **Au Pair will receive two calendar weeks paid vacation (10-days)**, to be taken at mutually agreed upon times. Vacation days shall accrue on the basis of one day per month from the beginning of Au Pair's third month in the U.S. During Au Pair's extension program, Host Family will provide 9-month and 12-month extension Au Pair with two calendar weeks (10-days) of paid vacation, to be taken at mutually agreed upon times. A 6-month extension Au Pair will receive one calendar week (5-days) of paid vacation. Vacation days shall accrue on the basis of one day per month from the beginning of the Au Pair's thirteenth month in the U.S. If any disputes arise concerning vacation issues, AuPairCare shall resolve said dispute, and its decision shall be final.

31. **Au Pair understands that he/she is not entitled to paid or unpaid holiday time-off.**
32. **Au Pair will receive subsidy of educational costs** from the Host Family as outlined in the "Training and Education Requirements" section of this document.
33. **Upon successful completion of the program, Au Pair will receive a return flight airline ticket from AuPairCare** to Au Pair's home country. Au Pair will be responsible for planning and paying for travel from the international destination airport to Au Pair's final destination in home country. Au Pair understands that in the event Au Pair does not elect to use the return air ticket provided by AuPairCare for any reason, no refund, credit, or travel voucher will be provided.
34. Au Pair understands that in 1994, the U.S. Department of Labor determined that the au pair stipend constitutes "wages" because an employer-employee relationship exists between the au pair and the Host Family. Au Pair's wages are essentially in the nature of household employment, and therefore **Au Pair is required to file U.S. individual tax returns, even if no taxes are due.**
35. **Au Pair is responsible for complying with any Federal or state labor and/or income tax laws** that may apply to Au Pair. AuPairCare does not provide legal advice regarding any such laws and is not responsible for informing Au Pair of, or overseeing compliance with, any such labor laws, including but not limited to Worker's Compensation laws and/or income or other tax laws which may vary from state to state, and are subject to change from time to time.
36. **Au Pair is wholly responsible for personal expenses and management of personal finances.** AuPairCare shall not be responsible for any personal bills incurred by the Au Pair or Host Family, such as (without limitation) telephone bills, automobile expenses, travel expenses, and/or health expenses **not covered by insurance.** Accordingly, Au Pair agrees not to seek payment or assistance in recovering any such expenses or costs from AuPairCare.

G. Travel and Accident Insurance

37. Au Pair will receive travel and accident insurance provided by AuPairCare through a third-party insurance carrier, and such coverage contains limitations and exclusions. Au Pair agrees to review the scope of said coverage and the limitations and exclusions contained therein prior to arrival in the United States. Said information can be accessed on AuPairCare's website, www.aupaircare.com. Au Pair is advised and agrees that any disputes pertaining to coverage issues are strictly between Au Pair and the third-party insurance company, and agrees that AuPairCare is not responsible for any coverage issues and/or disputes.
38. **Au Pair understands that pre-existing medical conditions will not be covered by the third-party travel and accident insurance.**
39. **Au Pair understands that the dental insurance provided to them only covers injuries that are the result of an accident, and does not cover the cost of standard dental treatment.** It is therefore important for Au Pair to receive a thorough dental examination so that no unexpected complications arise during the period of residence abroad.
40. Au Pair represents that the medical history provided to AuPairCare is true, and gives full consent to release all medical and psychiatric history information to potential host families.
41. **If Au Pair's medical condition changes (including pregnancy),** between the time of signing this document and Au Pair's departure to the U.S., Au Pair understands that s/he is required to notify AuPairCare and resubmit another Physician Verified Medical History document prior to arrival. As with all other terms of this Agreement, if Au Pair violates this term of the Agreement, AuPairCare may in its sole discretion terminate Au Pair's participation in the program and immediately repatriate Au Pair to his/her home country at Au Pair's expense.
42. Au Pair agrees that AuPairCare and/or its affiliates or agents may, without liability or expense to themselves, take whatever action they deem appropriate with regard to Au Pair's health and safety, including, but not limited to having Au Pair hospitalized for medical services and treatment. Au Pair further agrees that if hospitalization is not feasible for any reason, AuPairCare and/or its affiliates or agents may rely upon the advice and medical judgment of local medical staff in order to make a decision as to what is in Au Pair's best interests. Au Pair hereby gives full consent to be medically treated pursuant

to the terms of set forth herein, and/or to undergo any treatment, including but not limited to surgery, which is determined to be necessary to Au Pair's health and well-being during Au Pair's stay abroad.

43. Insurance provided by AuPairCare is valid for 365 days from Au Pair's arrival in the US and Au Pair accepts responsibility for payment of an extension fee to receive any coverage after the 365 days.
44. Au Pair accepts full responsibility for any medical expenses which are not covered by the insurance policy provided by AuPairCare through a third party.
45. In the event Au Pair displays a serious medical condition that in the judgment of AuPairCare prevents the Au Pair from continuing in the program (including but not limited to mental illness, substance abuse, eating disorders and/or pregnancy), whether said condition is pre-existing or new, Au Pair will be terminated from the au pair program at AuPairCare's sole discretion.

H. Training and Education Requirements

46. Au Pair agrees to complete 32 hours of training prior to arrival at Host Family home, as required by the United States Department of State. To meet this requirement, **Au Pair will attend in full the Au Pair Academy training program upon arrival in the United States and complete a required Pre-Departure Project** as defined by AuPairCare.
47. **Au Pair understands that all 12-month program Au Pairs are required to attend courses of study** at an accredited U.S. post-secondary institution for a minimum of six (6) credit hours or its equivalent in credit hours. Host Family will provide Au Pair with time off and provide adequate transportation to and from the place of instruction, and will pay tuition up to a maximum of \$500 per au pair per year. Local AuPairCare Area Directors are available to provide information about this requirement and acceptable schools; however, it is Au Pair's responsibility to plan appropriately so that s/he is able to fulfill the requirement.
48. Au Pair understands that all courses shall be taken at mutually agreed upon times with the Host Family. Au Pair shall be responsible for costs associated with such educational study that exceed the amount paid by Host Family. Au Pair agrees to submit an Education Plan at the start of the program year to outline coursework plans. Au Pair agrees to provide documentation of coursework completion towards the end of the program year. In the event Au Pair does not complete the educational requirement, Au Pair will be ineligible to apply for an extension of the au pair program.

I. Extension of Au Pair Program

49. Au Pair is hereby advised and understands that au pairs wishing to participate on the Extension Program must submit their application on or before AuPairCare's published deadline date and AuPairCare does not guarantee that AuPairCare or the Department of State will approve any extension request or that au pairs who choose to self-extend will match with a new Host Family.
50. Au Pair is hereby advised and understands that au pairs participating on the extension program will receive an updated DS-2019 form that reflects the 6, 9, or 12-month program extension. Although au pairs will have a valid DS-2019 form, the J-1 visa in his/her passport may have expired during the first 12-months of stay in the U.S. Any travel outside the U.S. is at the au pair's own risk, and AuPairCare cannot assist Au Pair or Host Family in resolving any visa concerns they may encounter.
51. Au Pair understands that **Extension Au Pairs are required to repeat the educational component** of the program during the extension time as follows: The educational component for a 6-month extension is not less than three (3) semester hours of academic credit or its equivalent. Host Family will contribute up to \$250 toward the educational component. The educational component for a 9 and 12-month extension is not less than six (6) semester hours of academic credit or its equivalent. Host Family will contribute up to \$500 toward the educational component.

J. Problem Resolution and Placement Changes

52. Au Pair is living as a member of a Host Family and is not under continual oversight or control of AuPairCare staff. Therefore, it is Au Pair's responsibility to promptly advise AuPairCare of any significant problems or events that occur during the program, including but not limited to Au Pair's health, safety, welfare, or adjustment to family, culture, or languages. For purposes of this Agreement, a "significant

event or problem" is any change in Au Pair's circumstance that may affect an au pair's well-being and/or living situation.

53. Au Pair is hereby advised and understands that **AuPairCare requires an initial adjustment period of 60 days following Au Pair's arrival before any placement change is considered**; however, any decision regarding Au Pair removal is at AuPairCare's sole discretion and can be made at any time.
54. Au Pair should notify the local AuPairCare representative of any misunderstandings or problems with the Host Family if they persist after Au Pair has tried to address them with Host Family. AuPairCare will work with both Au Pair and Host Family to attempt to resolve the problem before authorizing a placement change. **Au Pair must show a sustained good faith effort to resolve the issues with Host Family before AuPairCare will approve an Au Pair's request for a placement change.** If Au Pair does not make a good faith and substantial effort to resolve the problems or misunderstandings with Host Family, or if Au Pair violates any terms of this Agreement, AuPairCare may in its sole discretion terminate the Au Pair's participation in the program and immediately repatriate Au Pair to his/her home country at Au Pair's expense.
55. Au Pair understands that the nature of the au pair program is one of flexibility and cultural exchange, and that placement changes may not be requested in order to achieve a preferred work schedule, location, or perks provided by Host Family. Once Au Pair agrees to match with a Host Family, Au Pair has in effect agreed to that Host Family's required schedule, location and benefits provided by the Host Family to Au Pair. Au Pair agrees to remain flexible in order to continually meet Host Family needs as they evolve over the course of the program year. **Changes in Host Family needs do not constitute grounds for Au Pair to request a placement change.**
56. In the event Au Pair's first placement is not successful, and AuPairCare determines in its sole judgment that Au Pair shall be placed in a new family, **Au Pair agrees to cooperate with AuPairCare during the entire re-matching process**, including but not limited to ensuring that potential new Host Families can easily reach Au Pair by e-mail and phone in a timely manner to arrange interviews. Au Pair is hereby advised and agrees that a replacement Host Family will be provided at the sole discretion of AuPairCare and may be dependent upon current Host Family availability. A replacement Host Family may not be available. In the event that AuPairCare is unable to provide a replacement Host Family within 14 days from the end of the first placement, Au Pair's participation in the program will end and Au Pair will have to return home at his/her personal expense.
57. If the Host Family is willing to house Au Pair until she or he is re-matched, and AuPairCare, in its sole discretion, determines that under the circumstances it would be reasonable for Au Pair to remain in the home, but the Au Pair refuses to stay with the family, Au Pair will be required to pay a \$25.00 per day housing stipend to the party who houses him/her, typically an AuPairCare field staff member.
58. If Au Pair leaves the host family home without notice to AuPairCare and/ or Host Family and does not contact AuPairCare within 24 hours from departure, Au Pair may be subject to dismissal from the program, and Au Pair may be immediately repatriated to his/her home country at Au Pair's expense.
59. **In the event Au Pair does not successfully complete the program year, Au Pair is responsible for his/her return travel expenses.**
60. AuPairCare is not responsible for any economic damage or loss alleged to arise from loss of or unavailability of a replacement Host Family.
61. Au Pair agrees that any decision regarding an au pair's program status, dismissal, or re-placement will be made at the sole discretion of AuPairCare, and said decisions shall be considered final.
62. In the event of accident or serious illness or medical condition that, in the judgment of AuPairCare, prevents Au Pair from continuing her/his duties, she/he will end the program early and return home.

K. Other Terms and Conditions

63. Au Pair agrees to leave the United States within 30 days of the conclusion of his/her program. Au Pair understands that any stay beyond the 30-day grace period is a direct breach of the Regulations of the Department of State, and that Au Pair's future ability to travel, work or live in the United States may be compromised.

64. Au Pair agrees not to enter into any kind of contractual agreement during the program year in the United States, including but not limited to business, employment, marital or religious contracts.
65. Au Pair understands that if he/she is terminated or voluntarily leaves the program for any reason, they are not eligible for the 30-day grace period benefit and must depart the United States immediately.
66. Au Pair consents and authorizes AuPairCare to use Au Pair's name, photographs, file, application content, video resume (video CV), or video likeness of Au Pair or any comments or statements from host in materials or publications to promote the AuPairCare program.
67. Au Pair understands that AuPairCare is not a party to any agreement between Au Pair and the Originating Exchange Organization located in Au Pair's home country ("Originating Exchange Organization"). Au Pair acknowledges and agrees that the Originating Exchange Organization is solely responsible to Au Pair for injury or damage from a violation of any such agreement. AuPairCare assumes no duties or responsibilities for any acts or omissions of the Originating Exchange Organization.
68. Au Pair agrees not to post any Host Family personal information, images or video online or in publicly accessible areas at any time, including before, during or after duration of official program year, without the Host Family's prior consent.
69. Au Pair understands that AuPairCare will make its best, reasonable and diligent efforts at locating and screening all Host Families. Au Pair agrees to assume the risks involved in the matching with a Host Family, and hereby irrevocably, unconditionally, and fully waives, releases and forever discharges AuPairCare, its subsidiaries, officers, employees, and/or agents from any and all claims related to personal and/or property damage, injury, loss, delay or expense incurred by Au Pair or any guest, employee or agent, due to:
- (i) events beyond AuPairCare's reasonable control, including without limitation acts of God, acts of war or government actions or restrictions.
 - (ii) any events and/or acts directly or indirectly caused by any intentional or negligent acts or omissions at any time, in whole or in part, by any Au Pair and/or Host Family or by any third party, including but not limited to any member, guest, employee or agent of the Host Family or other persons in the host country, even if AuPairCare's negligence is alleged to have contributed to the event,
 - (iii) risks associated with foreign travel and living abroad, including but not limited to risks associated with health care services, living conditions, sanitation conditions, road and transportation systems, criminal justice systems, civil liberty laws, customs and values,
 - (iv) any differences in the living conditions and standards between Au Pair's home and home country and the host home and host country, and,
 - (v) any act or omission of the Originating Exchange Organization.
- In this respect, Au Pair acknowledges that neither Host Family nor Au Pair are an employee or agent of AuPairCare and actions or omissions of Au Pair or Host Family are not to be attributed in any way to AuPairCare. Au Pair fully agrees to assume all such risks and agrees to indemnify and hold harmless AuPairCare, its subsidiaries, officers, employees and/or agents for any liability or expense, including court costs and legal fees incurred, that Au Pair has in any way caused or contributed to, whether directly or indirectly, and whether intentionally or unintentionally.
70. This Agreement shall be deemed to have been made in the State of California, U.S., and its validity, construction, breach, performance and interpretation shall be governed by the laws of the State of California, U.S.
71. The parties to the Agreement acknowledge and agree that any dispute or claim arising out of this Agreement, including but not limited to any resulting or related transaction or the relationship of the parties, shall be decided by neutral, exclusive and binding arbitration in San Francisco, California, U.S. before an arbitration provider selected by AuPairCare, upon the petition of either party.

In such proceeding, the parties may utilize subpoenas and have discovery as provided in California Code of Civil Procedure Sections 1282.6, 1283 and 1283.05. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction. Au Pair agrees that California is a fair and reasonable venue for resolution of any such dispute and it submits to jurisdiction of the Courts of the State of California because, among other reasons, this agreement was negotiated in large part in California, and AuPairCare is domiciled in California.

In the event that the arbitration clause is deemed void or inapplicable, each party expressly consents to and submits to the personal jurisdiction of the federal or state court(s) of San Francisco County, California, U.S. In any action, including arbitration, brought for breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including but not limited to the costs of arbitration

- 72. If there are any differences between this Agreement and any other program materials, this Agreement shall control. AuPairCare cannot be legally bound or committed by any person other than a duly authorized representative. Parties are required to follow this Agreement and cannot vary from its terms.
- 73. An electronic or facsimile signature on this Agreement shall be considered the same as an original.

Please initial each of the below statements:

_____ (initial) **I promise that the information I have given in the application form completed by me is accurate, I have read this entire agreement carefully, and I have had the opportunity to ask questions, obtain advice as to its meaning, and I understand it. I am capable of reading and understanding this agreement in English. I do not rely on any promises, statements or representations that are not expressly stated in this Agreement. I have retained a copy of this Agreement for my files.**

_____ (initial) **I agree to provide childcare services for my host family. I understand that my hours will not exceed forty-five (45) hours per week, for a maximum of ten (10) hours on any given day, over a period of five and one-half (5 ½) days on a given week, and that I will have at least one (1) full weekend free each month, scheduled in advance.**

_____ (initial) **My signature below indicates acceptance of the terms of this Agreement, and is legally binding. No alteration of the terms of this Agreement will be valid unless approved by AuPairCare in writing.**

AU PAIR NAME (PRINT): _____

AU PAIR NAME (SIGNATURE): _____ DATE: _____

2011
Au pair Terms of Contract
and Participation for Placement in the AuPairCare Programme

AuPairCare Europe, represented by AYUSA International GmbH, facilitates the placement of an au pair stay in the USA.

Programme Requirements & Rules

The detailed agreement terms of your contractual partner AuPairCare San Francisco are included in your au pair application. The duration of an au pair stay in the USA is twelve months. This regulation has been established by the US government authorities.

Your stay can however be extended once by a period of either six, nine or twelve further months. To obtain this extension you will need to apply to the United States Department of State. As an au pair, you must stay for a minimum of twelve months.

After having officially finished the programme, you are allowed to stay for a maximum of an additional 30 days. You may use this time for travelling or visiting friends. During this period of 30 days, you are not allowed to leave and then re-enter the United States.

Neither AuPairCare Europe, represented by AYUSA International GmbH in Germany, nor AuPairCare San Francisco can guarantee the placement with an American host family, as host families decide which candidate they choose to become an au pair in their home.

AuPairCare Programme Fees

Once a host family in the US has decided to employ you as their au pair, and you have agreed to this match, AuPairCare Europe will request payment of our programme package fee: **£349 or reduced £299**

(If the Au Pair has 200 hours of experience with non-related children under 2 years of age and if Au Pair is willing to care for them during his/her au pair stay).

Upon receipt of your payment we will send you the documents and forms necessary for your visa application. We will also send you your paper flight ticket or e-ticket receipt in due time before your departure.

Programme Completion

Upon successful completion of the au pair programme you are entitled to a free return flight paid by AuPairCare San Francisco. You are only entitled to this claim if you have completed the programme according to the terms and conditions, including the proof of having achieved six credits (or the equivalent of 60 hours) at an accredited post-secondary college or university.

If these requirements are not fulfilled, if you withdraw voluntarily from the AuPairCare programme before the contracted duration of twelve months, or if you are dismissed from the programme, then you waive your right to claim the free return flight. You would then have to pay the cost of your return flight yourself.

Withdrawal from the AuPairCare Programme before Departure

If you withdraw from the contract after having been successfully matched and placed with a host family, but before your departure to the USA, AuPairCare Europe is then entitled to claim additional administrative charges of US\$ 300.

If, at the time of withdrawal, a paper flight ticket or e-ticket has already been booked for you, then you will be held responsible for paying the cancellation fees of the flight ticket. You have the right to prove that no costs or lesser costs than the above quoted additional administrative charges and possible cancellation fees have been incurred.

I have read the terms of contract and participation thoroughly and completely.

I acknowledge that I have the ability to ask questions regarding its meaning. I have understood everything and accept the terms of contract and participation.

Date: _____

Name (please PRINT): _____

Signature: _____