



Employer Agreement

For purposes of this agreement, the undersigned will be referred to as the “Employer”. All terms, conditions, and regulations set forth in this document shall be considered a binding agreement between Face the World International, d.b.a. American Work Adventures (AWA), located at 1010 B Street, Suite 200, San Rafael, CA, 94901, and the Employer. American Work Adventures is the program sponsor and adheres to regulations and guidelines promulgated by the United States Department of State, an agency of the government of the U.S.

As a representative of the Employer, I understand and accept that the intention of AWA is to serve as a cultural exchange program. I recognize that the participant has been permitted into the U.S. to work as a seasonal employee of an American company. As a designated Employer of this cultural exchange program, I promise to consider our participant as a cultural exchange visitor in the U.S. In addition, I agree that the participant will be given reasonable opportunity and encouragement to take advantage of the educational, cultural, and natural benefits of our surrounding community.

As a representative of the Employer, I accept that the sponsoring organization, American Work Adventures, will:

- Screen my Employer Profile and arrive at a decision within seven (7) business days as to whether or not my company has been approved as an appropriate employer for the program.
- Use reasonable efforts to screen candidates. All candidates are required to pass an in-person interview and complete a comprehensive application; however, AWA cannot guarantee that a participant will be appropriate for employment, or be free of behavior or personal characteristics that may not fit the environment.
- Locate and present viable candidates that AWA feels are suitable, but that the final selection of participant for employment is the Employer’s responsibility. I agree to use my best efforts in the selection process to review the candidates carefully, and select the participant I feel will best suit the Employer’s needs.
- Oversee the selection and placement of participants, but the Employer will approve participants upon reviewing student applications.
- Require the signed job offer letter for each selected participant.
- Maintain regular contact with the Employer throughout the program term.

As a representative of the Employer, I accept that the Employer will:

- Extend seasonal offer of employment to international exchange students participating on the J-1 Work and Travel program.
- Employ participants for a minimum of twelve (12) weeks and maximum of four (4) months, according to the dates on the DS-2019 Form.
- Compensate participants according to Federal or State Minimum Wage requirements and at a comparable wage to American counterparts, as well as comply with federal or state labor and/or income tax laws regarding the participant.
- Not employ participants in unauthorized employment, including domestic employees in a private household, or in positions that require the participants to invest his or her own monies to provide him or herself with inventory for the purpose of door-to-door sales.

- Provide participants access to an Employer representative during regular business hours, who may answer participant concerns including, but not limited to, job duties, employment terms, taxes, local transportation, social activities, cultural events, and the Employer community.
- Cooperate in maintaining communication with AWA program representatives.

As a representative of the Employer, I understand that the placement between Employer and participant may not be successful. Further, I understand and agree to allow an initial adjustment period to give adequate time to the settlement of the participant to our culture, work environment, and community. If the performance of the employee proves to be inadequate, I am at liberty to terminate such employment and notify AWA of the action. I accept that the participant may be placed with another employer in our community or elsewhere. The participant may also be excused from the program and return to his or her home country.

If AWA is unable for any reason to place a participant with the Employer, or to obtain a replacement participant should one be needed, AWA is not responsible for providing alternative or interim employees, or for the cost of doing so, I waive and agree to release AWA from any and all claims for financial, incidental, or consequential damages, including, but not limited to, costs of alternative or interim employees, or other loss of damage that may arise from the unavailability of the participant's services.

I understand that I am under no financial obligation to American Work Adventures, and that the participant, prior to program start date, has paid all program fees.

In addition to all conditions, rules, and guidelines stated above, I understand and accept that:

If AWA finds our participant has been subject to any exploitative conditions and the Employer fails to correct the breach after being requested to do so, AWA may cancel participation in the program, and remove the participant from employment. Such action will result in employer forfeit of right to a replacement participant of future participation in the Work and Travel program.

The Participant Letter of Agreement, as well as the Employer Agreement, binds the participant and the Employer, and any breach of either may result in the participant being in violation of program status. This risks termination of visa and insurance.

I further agree to indemnify and hold harmless American Work Adventures, its subsidiaries, officers, employees, and agents for any liability or expense, including court fees and costs, resulting from personal or property damage, injury, loss or expense incurred by participants. AWA shall not be responsible for any personal bills incurred by the participant while employed as seasonal employee, such as, telephone bills, 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. I do not rely on promises, statements, or representations not expressly stated in this agreement.

I acknowledge that I have read this agreement. I understand and agree to its terms and conditions and to our formal agreement with American Work Adventures.

Printed name and Signature of Employer Representative

Date