



YES ESL International, Inc

4026 Dove St, San Diego, CA92103 [TEL:\(619\)450-4675](tel:(619)450-4675) FAX(619)450-6963 Email:Info@yeseslinternational.com

## **Home Stay Information/Agreement 2013**

### **For Students**

#### **Y.E.S. ESL International, Inc.**

Y.E.S. ESL INTERNATIONAL, INC. ("Y.E.S.") provides a quality home stay program. Our host families are chosen after interviews and screening by our staff, but not every host family/student connection can be a perfect match. A positive experience in the Home Stay Program requires effort, cooperation, and patience by both you and your host family. To increase the likelihood of a positive experience, please read the following carefully.

#### **HOME STAY FEE**

Your Home Stay fee includes your room and utilities, your meals (two meals per day on weekdays, three meals per day on weekends, holidays, and during school breaks). There is \$100 monthly deduction from your Home Stay fee if you choose the non-meal option. Please let your host family know of any food allergies or foods you do not like, as Y.E.S. will not provide this information to the host family. Please inform your host family if you will not be home for a meal or if you would like to have your meal at a different time than the family so that a plate may be set aside for you if desired. You will not be entitled to a full or partial refund of your Home Stay fee for any missed meals or days spent away from your host family's home, regardless of the reason. Y.E.S. does not guarantee that you will like all meals or food options prepared by the host family. You must pay your monthly Home Stay fee to Y.E.S., not to the host family. There should be no direct payments by you to the host family. If there are consistent issues with meals prepared by the host family or any confusion regarding payment or demand for payment from the host family, contact Y.E.S. immediately.

#### **TELEPHONE CALLS**

Local calls: As a courtesy, please limit your phone conversations with your friends to fewer than 10 minutes so your host family may make and receive calls unless you receive permission from your host family to make longer calls. Helpful hint: For long-term students (more than 4 months), you may consider getting your own telephone line or cellular telephone **at your own expense** so that you can use the telephone any time you wish, and your host family does not have to worry about the bill or receiving your calls. The use of the telephone should be discussed by you and your host family at the beginning of your stay to avoid confusion. Y.E.S. does not provide any telephone service, and your monthly Home Stay fee does not include use of a telephone. This matter is strictly between you and your host family, and each host family will have different policies regarding use of the home telephone (if any).



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## **WATER AND ENERGY**

Please attempt to conserve water and energy. It is preferable for you to take short showers and often customary to turn the light off when you leave a room. You must provide your own bathroom supplies. Please discuss the use of water and energy with your host family at the beginning of your stay.

## **PERSONAL LAUNDRY**

Keep your dirty clothes in a basket or plastic bag that will be provided in your room. *Your host family does not have to do your laundry.* Please ask which day of week you can do your laundry. It is also your responsibility to wash your bed linens. You may have to buy soap for yourself depending on your host family, so please ask your host family. Be sure to get instructions from your host family as to the types of soap permitted or compatible with the host family's laundry facilities, and get instructions as to how to use any washing machines, dryers, etc. that your host family will permit you to use at the beginning of your stay. If you need help, do not hesitate to ask your host family for assistance as these machines may be expensive to replace if operated incorrectly.

## **MAINTENANCE**

Keeping your room and bathroom clean and orderly is your responsibility. Your toiletries should be kept neatly in the bathroom. Do not throw foreign objects into the toilet bowl. If there are any questions, please discuss them with your host family. Please ask your host family when trash should be removed from any trash cans in your room or bathroom for removal from your host family's home. Do not throw away food or other items which may spoil or be unpleasant in your trash can. Instead, ask your host family where they would like such items disposed of at the beginning of your stay.

## **SMOKING AND ALCOHOL**

*Smoking, drinking alcoholic beverages and use of illegal drugs are strictly prohibited in the house. If you are found engaged in above activities, the host family and/or Y.E.S. have a right to terminate the agreement immediately. Your host family may have additional rules regarding these activities. As always, if you have questions, please ask your host family for guidance.*

## **MUSIC**

If you wish to listen to loud music in your room, please use headphones unless your host family allows otherwise.



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## **ELECTRONICS**

Please ask your host family about rules for the usage and permitted hours of operation of the T.V., VCR, DVD player, DVR, any available computers, wireless internet systems, dishwashers, home audio or stereo equipment, any outdoor equipment such as spas, Jacuzzis, pools or barbeques, and similar types of equipment. Please get instruction from your host family before using any such equipment. Your host family may not have any or all of the above listed items, as each host family is different. Y.E.S. will not provide any equipment and will not be responsible for any use of such equipment by you.

## **VISITORS**

When you wish to invite a friend for a visit, ask your host family first. Please do not bring friends home for dinner without the permission of your host family. Please do not invite friends into your bedroom or to spend the night without the express permission of your host family. If your friend is visiting for the evening, please make sure that he/she leaves by 10:00 p.m. at the latest. Your host family may have additional rules regarding visitors.

## **HOUSE RULES**

The host family will discuss the house rules with you at the beginning of your stay. It is your responsibility to understand, agree to, and follow the house rules. If you have any questions or do not understand any of the house rules as they are explained to you by your host family, please ask your host family for clarification. If you still do not understand a particular house rule after requesting additional clarification, please contact Y.E.S. for assistance.

## **DURING VACATION TIME**

If you wish to go out of town for more than two weeks (14 nights) during any school break or vacation period, you will be required to pay \$10.00 a day to your host family to keep your room. This daily fee should be paid to Y.E.S. directly and prior to your departure. This daily fee is in lieu of your monthly Home Stay fee, which will be pro-rated for the portion of the month you are on vacation (based on a 30 day month). If this daily payment is made, the host will not make the room available to a different home stay student or family member during your vacation. If you will be gone less than two weeks (14 nights), there is no discount for vacation. You and your host family must discuss vacation plans in advance. The arrangements must be agreeable to both parties. Please allow enough time to make arrangements.



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## **CONSIDERATION**

Your host family is under no obligation to drive you around. If it is convenient and your host family can take you to where you want to go, please offer to pay for gas (about \$1.00 for every 5 miles would be a good estimate). You are strictly prohibited from operating host family vehicles or any other vehicles without express permission from the host family or vehicle owner and without the appropriate licenses, insurance, and other necessary documents which may be required. Y.E.S. is not responsible for obtaining any of these documents and has no responsibility for any use of host family or other vehicles by you. Violation of this policy could lead to serious civil liability or criminal consequences for you and your host family or vehicle owner.

## **ARRIVAL TIME**

Y.E.S. is only responsible for your placement on the day of your arrival when you will arrive at the host family's house earlier than 6:00 p.m. local time. If your host family cannot accept you after 6:00 p.m. local time, you may need to stay at a hotel for the night at your own expense. If you plan to arrive after 6:00 p.m. local time, please contact your host family and Y.E.S. ahead of time to determine whether a hotel stay may be required. \*Exception will apply when the flight is delayed.

## **DEPARTURE TIME**

On the day of your departure, please have all of your bags packed and *your room and our bathroom cleaned*, so that the room is available for a new student. If it is necessary for you to stay an extra night or two and your host family has room, you may be required to pay your host family per night. If a room is not available for you, you need to make your own arrangements with a hotel or friends. Y.E.S. is not responsible for your accommodations during these times. When you plan on leaving your host family, *2 (two) weeks advance notice is required*. If you decide to move out without any notice, you are responsible to pay for any remaining balance of the monthly Home Stay fee for the month of your departure.

## **PRORATION OF HOMESTAY FEE**

If you move in/out in the middle of a month and assuming you have provided the appropriate notice, Y.E.S. prorates the Home Stay fee for that month by using a 30 day method, where all months are prorated to 30 days regardless of the number of days in the actual month. For example, if you were to move out on February 21st, the Home Stay fee for February will be prorated as follows: (Monthly Home Stay Fee/30) times the number of days the student stays (21days) = February's Home Stay fee. \* This is based on CA Real Estate Regulation as of 2012.



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### **PAYMENT AND PENALTY FEE**

Payments can be made by cash, US checks, traveler checks, wire transfer (additional wire transfer fee will apply), and credit cards (additional card charge fee will apply). There is a \$20 penalty fee for returned (bounced) checks. All students must pay the next month's Home Stay fee by the end of each month, meaning, for example, that February's Home Stay fee must be paid no later than January 31. There is additional \$20 if the fee is not paid in full by 5th of each month, and an additional \$50 fee if paid after the 5th of the month. When the host family and/or Y.E.S. recognize that you have no intention to pay the monthly Home Stay fee, the host family and/or Y.E.S. has a right to terminate the contract in their sole discretion and you must immediately vacate your host family's home.. If you do not voluntarily vacate your host family's home, legal proceedings will be brought against you.

### **PROBLEMS, COMPLAINTS**

If, for any reason, you feel that the host family is not doing what you expected or you feel confused, *talk it over with your host family first*. If you still need help to resolve the problem, please contact the housing coordinator at Y.E.S.

### **MANAGEMENT FEE**

There is a possibility you will be charged an additional management fee in addition to your monthly Home Stay fee in the following circumstances, at Y.E.S.'s discretion: Due to increasing disputes between you and your host family, Y.E.S. may become responsible for collection and delivery of Home Stay fees and may take a more active role in the relationship between you and the host family. In consideration of Y.E.S. undertaking additional responsibilities for financial transactions and mediating disputes between you and the host family, which Y.E.S. deems necessary to maintain healthy relationships, you might pay a monthly management fee in amount to be determined by Y.E.S. depending on the circumstances, but in no event less than \$50.00 per month.

### **HOST FAMILIES AND Y.E.S. ARE NOT RESPONSIBLE FOR:**

- Host families and Y.E.S. are not responsible for providing you an allowance, monitoring your spending, or lending you money.
- Individual items- you are responsible for purchasing your own toiletry items, school supplies, club memberships, clothing, social events, etc. However, if your host family takes you to dinner or a social event, then the host family may choose to cover the cost for you.



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- Monitoring food – neither your host family nor Y.E.S. are responsible for ensuring that you maintain any particular kind of diet, including one for personal or religious beliefs. Your host family will, however, be responsible for providing you healthy meals and snacks.
- Damages – You are strictly and solely responsible for any damages (personal or property) that you cause, whether intentionally, negligently, accidentally, or otherwise.

### **EXCLUSION OF LIABILITY**

1. By signing below, you understand and acknowledge that Y.E.S. must rely to a great extent on the information provided by the host family and their family members in determining whether they will make an appropriate host family. Y.E.S.'s screening of potential host families is limited to the information provided by the host family in their application process and subsequent interviews. While Y.E.S. will not knowingly retain as a host family any individual or family it knows to be inappropriate, ultimately the behavior of the host family cannot be guaranteed or warranted by Y.E.S. in any way. By signing below, you waive all claims of any kind against Y.E.S. based on the behavior or actions of your host family or any other third parties, and further waive any and all claims against Y.E.S. arising out of or relating to your stay, except to the extent such claims are a direct result of intentional conduct on the part of Y.E.S. You also agree to reimburse, indemnify, and hold harmless Y.E.S., its owners, successors, and assigns from any damage, loss or expense incurred or suffered by them as a result of any breach of this agreement or any matter relating to or arising from your stay, your host family, or the terms of this agreement. You also agree to reimburse, indemnify and hold Y.E.S., its owners, successors, and assigns harmless from all liability from loss, damage, or injury to persons or property resulting from any actions or inactions taken by you, whether they be intentional, negligent, or accidental in nature.
2. You acknowledge and accept full risk and responsibility for any injury you may incur, or any damage to your property arising from your participation in the Home Stay Program. To the greatest extent permitted by law, you release and forever discharge Y.E.S., its respective owners, agents and employees, from all actions, causes of actions, suits, claims, or demands whatsoever that may arise from your participation in the Home Stay Program.
3. You shall maintain third party liability insurance at all times during your stay.
4. Y.E.S. is not responsible for charges relating to long-distance phone calls made by you (which may run several dollars per minute), or for any other expenses or damages incurred or caused by you during your stay.
5. You represent and warrant that all of the information in your Home Stay application is true and complete to the best of your knowledge.
6. You agree to respect your host family's privacy, personal property, and individual rights and make every effort to understand your host family's culture.
7. Y.E.S. shall not be responsible for any damages – personal property or otherwise – caused by you or your host family, regardless of the level of involvement Y.E.S. staff may devote to selecting qualified host families.
8. Abuse toward the host family causing them to be upset or have unnecessary expense(s) may result in an immediate termination of your home stay with a part or all of the refundable room fees withheld, in Y.E.S.'s sole and absolute discretion. Y.E.S. will attempt to work out problems before a termination occurs if possible.



**TERMINATION OF HOMESTAY AGREEMENT**

You are advised to call the police if you experience emotional, physical, or sexual abuse, or are subjected to any other type of criminal conduct. Y.E.S. is not a substitute for the police in such situations. If you report emotional, physical, or sexual abuse or discomfort with the assigned host family to Y.E.S., a Y.E.S director will take remedial steps as appropriate. Such steps may include but are not limited to the following: 1. Counseling, 2.Relocation, 3. Referral to the local police or sheriff’s department; 4. Immediate removal from the host family; 5. Immediate return to your home country. All parties, including you, the host family, and Y.E.S., have the right to terminate this agreement immediately under the following conditions:

- 1) You are guilty of a serious breach of the house guidelines, and are unwilling to cooperate with your host family and housing coordinator.
- 2) You are drinking alcohol or smoking cigarettes without having permission from host family or using or abusing illegal drugs.
- 3) You or the host family is using, selling, or distributing illegal drugs.
- 4) The housing coordinator knows or has reason to believe that your rights are being abused or your well-being is jeopardized for any reason.
- 5) You may be a physical danger or pose a threat to other members of the household or to yourself.

**STUDENT AGREEMENT**

Y.E.S. ESL International, Inc.

I have read the home stay information and agreement and I understand Y.E.S. will not be responsible for any damages, personal, property or otherwise, caused by the host family. I hereby release Y.E.S. from any such liability. I accept full responsibility for any expenses incurred. I also certify that the information given is complete and accurate. If, as a result of inaccurate information reported to Y.E.S., I am expelled from my host family's home, Y.E.S is not responsible for finding me new housing. I understand that I may have an attorney review this document prior to signing it, and acknowledge that I have had an opportunity to do so before signing. I fully understand each term of this agreement, and have had an opportunity to have any term I do not understand explained to me in full. I hereby submit myself to the exclusive jurisdiction of the courts of the State of California, United States of America, with regard to any issue arising out of or relating in any way to this agreement or my participation in the Home Stay program, and understand and agree that any such legal action will take place solely in the State of California pursuant to the laws of the state of California, without regard to the conflicts of law provisions of California or any other state or country. This document is executed and is to be performed in all material respects in San Diego County, California, and is the whole and complete agreement between the parties.



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Student's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent's signature: \_\_\_\_\_ Date: \_\_\_\_\_

(If the student is under 18 years old)