



Family Last Name, First Name

School

## Host Family Agreement

This Host Family Agreement (the “Agreement”) governs and informs you about your rights and responsibilities as a Twinn Palms Host Family for the course of the academic year. Please read this Agreement thoroughly before you sign and retain a copy for your records. Your signature at the bottom of this form indicates that you have read, understand, and agree to abide by the terms of this Agreement and the Twinn Palms policies described in this Agreement. **This Agreement must be read, signed, and dated at the time of application by all host family household members 18 years of age and older who currently reside in the home or are anticipated to reside there during the course of the program.**

### HOST FAMILY RIGHTS AND RESPONSIBILITIES

The Host Parent(s) signing below (“we”, “our” and “us”) agree to host a Twinn Palms international student. We agree to submit to an in-home interview with a Twinn Palms representative. We understand that all members of the household 18 years of age and older who will reside in our household during the course of the program must complete and pass a criminal background check and authorize a driver’s license pull notice, and will be re-vetted by Twinn Palms for each new academic year, if any, that we participate in the program .

A. As a host family, if a student is placed in our home we will have a right to:

1. Be assigned a Twinn Palms Homestay Coordinator (“Coordinator”) who will be in regular contact with us and with our student;
2. Contact the Coordinator for help with adjustment or other issues; and
3. Have access to Twinn Palms staff through a 24-hour emergency number: 1-800-395-3304.

B. As a host family, we shall:

1. Provide accurate, truthful, and necessary information required for a criminal background check for all members of the household 18 years of age and older residing in the household prior to a Twinn Palms student moving into our home or anticipated to reside in the household during the program;
2. Provide accurate, truthful, and necessary information required for a criminal background check for any household member who turns 18 years of age after the time the initial criminal background check was completed if this occurs during the course of the student living in our home;
3. Notify Twinn Palms’ Coordinator within five (5) business days after any new person over the age of 18 begins residing in the household or any person over the age of 18 stops residing in the household;
4. Provide a safe and nurturing environment, and treat the student as a member of our family;
5. Provide the student with his or her own bedroom, bed (not a convertible or inflatable bed), adequate storage space for the clothes and personal belongings, reasonable access to bathroom facilities, study space, and reasonable, unimpeded access to the outside of the house in the event of a fire or similar emergency;
6. Perform an inspection of the student’s bedroom, bathroom, and common living areas of the home on a monthly basis, and provide written notice of any damage relating to the student’s stay in our home to the Coordinator within seven (7) days after the end of each month. Upon receiving such notice, Twinn Palms will conduct an investigation of the claim of damage and if Twinn Palms finds the student to have been responsible, Twinn Palms will submit a report of its findings to the student’s natural parents to request funds to compensate us. We understand that Twinn Palms is not responsible for compensating us and cannot force the student’s natural parents to compensate us. If we fail to report damage in the manner prescribed above, we waive the right to make claim for such damages. We understand and agree that normal wear and tear to the home is not the responsibility of Twinn Palms;
7. Provide the student with three (3) quality meals per day, including lunches (if they are not provided by the school as part of the student’s tuition and/or fees) and all meals eaten as a family in restaurants;
8. Provide access to WiFi and/or internet access in our home that the student may use to do his or her homework and contact his or her natural parents and/or in the event of an emergency;
9. Bear basic, everyday expenses incurred by having the student in our home;
10. Unless otherwise agreed to with Twinn Palms, drive the student to and from school, as well as school-related

activities, and all normal family related activities as you would any member of your own family;

11. Maintain at all times at our expense automobile liability insurance and homeowners/renters insurance and provide proof of such policies to Twinn Palms;
12. Attend and participate in a local Twinn Palms Host Family Orientation prior to the student's arrival in our home, and other orientations and training activities held for host families as reasonably required;
13. Make arrangements for the student to attend local Twinn Palms orientations and other Twinn Palms events as reasonably required;
14. Ensure that our family and the student have contact with the Coordinator on at least a monthly basis, and be as flexible as possible in arranging time in our schedule and that of the student to facilitate meeting and/or speaking with the Coordinator or other designated Twinn Palms staff. Two of such contacts with our family must take place in-person (at least once every ninety (90) days during the academic year);
15. Permit periodic in-home visits by the Coordinator during the time that we are hosting the student;
16. Help the student have a successful experience in school and seek help from the Coordinator if the student is experiencing unusual academic difficulties;
17. Encourage the student to limit communication with his or her home-country friends and family to certain times of the day to avoid interference with his or her sleep or studies as detailed in the Host Family Guide and Student Handbook;
18. Abide by the guidelines in the Twinn Palms Student Code of Conduct for visits by the student's natural family and contact the Coordinator immediately should a natural family member of the student propose to visit the student during the academic year;
19. Make certain that the student's original government issued documents (i.e., passports, I-20 Form) and original medical insurance card and related documents are not in his or her personal possession, but rather kept in a safe and secure place, and that the student is carrying a copy of that medical insurance card and his/her student ID;
20. Not host any international student from a different international agency/program, even if on a temporary basis; and
21. Notify the Twinn Palms Coordinator (or, in the event that the Coordinator is unavailable, other Twinn Palms management team personnel) in a timely manner (immediately in 21(b) below) if:
  - a) Our family and/or the student is/are away from home for more than 24 hours, and provide contact details in the case of an emergency;
  - b) A serious issue arises, including but not limited to: serious illness, injury, or hospitalization; arrest or detention by authorities; a violation of Twinn Palms rules regarding driving, hitchhiking, or the use of illegal drugs; or any other display of potentially harmful behavior, including, but not limited to, alcohol consumption and smoking;
  - c) We learn that our student has had unexcused absences from school, has missed classes, or is having other academic problems;
  - d) There are any material changes in the status of our household, including, but not limited to, a change in address, finances or employment, a change in who over the age of 18 is living in the household; criminal charges, or arrest of the student or any member of our household; or
  - e) Contact from the natural family (via phone, letter, or email) interferes with the student's adaptation process.

C. As a host family, we understand, accept and agree that:

1. We are not allowed to host a Twinn Palms student to whom we are related (other than our son or daughter) without being part of the Twinn Palms Homestay Program;
2. For each calendar month, if any, that we host during the course of the academic year, we will receive, for each hosted student, if any, a monthly stipend on or before the 7<sup>th</sup> day of the following calendar month via direct deposit (which monthly stipend (i) is an estimate of the monthly expenses we will incur providing room and board to that hosted student, and (ii) shall be the same monthly stipend that Twinn Palms sets for all Twinn Palms host families hosting students at the school attended by the student we host, if any); provided, however, that for those calendar months, if any, during which we host a student for less than an entire calendar month because the hosted student moves in or, for whatever reason, moves out, we will instead receive, for each such hosted student, an amount equal to the foregoing monthly stipend pro-rated for all days of that calendar month after the student moves in or for every night that calendar month before the student moves out;

3. Twinn Palms will issue a 1099 miscellaneous income statement at the end of the year for this stipend. Please consult your tax consultant so that you can take advantage of any applicable deductions;
4. We will not receive any monetary payment or other incentives to host a student directly from his or her natural parents or from the student;
5. The student will arrive with or otherwise have access to spending money for optional activities or purchases;
6. We will assume the role of the legal guardians of the student and his or her natural parent(s) will issue a Custody/Guardianship document stating such, and we agree to relinquish that role as and when requested to do so by Twinn Palms in writing, for example, in the event that Twinn Palms moves a student, for whatever reason, to a different host family;
7. We are the main contact for the school and as such may sign the forms for school-related activities where "Parent/Guardian" would sign;
8. We must work through the appropriate Twinn Palms channels to obtain the signature of the student's natural parent(s) or guardian(s) in the student's home country for any documents that require the signature of the student's natural parent(s) or legal guardian(s);
9. Twinn Palms has the sole responsibility to determine host family placements. Twinn Palms, in its absolute and sole discretion, may remove a student from our home at any time. **This Agreement is not a promise or guarantee to have a student placed in our home or to continue having a student placed in our home. This Agreement is not a promise of guaranteed income;**
10. Twinn Palms will assist our family and the student in accommodating a successful hosting experience. However, Twinn Palms has the authority to relocate the student to a different family if Twinn Palms believes that doing so is in the best interests of the student and/or the best interests of our family;
11. As part of the selection process, the student and natural parents have agreed to abide by the Twinn Palms Student Code of Conduct and policies regulating student behavior, as outlined in the Host Family Handbook;
12. Twinn Palms is affiliated with an academic program and as such, students are required to attend school, complete assignments, and abide by all school policies;
13. Host families and students are not authorized to bind Twinn Palms for any purpose;
14. The student has a right to legal representation if questioned or detained by police. In such a situation, we will contact the Coordinator immediately for assistance to the student in arranging for an attorney;
15. Twinn Palms does not provide liability or other insurance coverage for individual students or host families for any claims or lawsuits, including those brought by third parties. (The only insurance that Twinn Palms provides is medical insurance to students.) Twinn Palms does not assume the cost of defense of any such claim or lawsuit. If an accident or event that results in a claim against the student occurs at school or during a school-sponsored activity, it is possible but not assured that the student may be covered under the school's liability insurance. Twinn Palms cannot be held responsible for any claim brought for any loss, damage, or injury, including claims brought by third parties against individual students or host families, nor for any indemnity claims; and
16. The student is covered by the Twinn Palms student medical plan and the insurance ID cards and policy brochure will be distributed by the Coordinator. If the student requires care as that is not covered under the plan we will notify the Coordinator to arrange for the student's natural family consent and payment.

**By signing this Agreement, we confirm that all information and statements provided in the Twinn Palms Host Family Application and Profile and any additional supplemental information provided to Twinn Palms is completely accurate and true to the best of our knowledge. Further, we understand that we may be disqualified from becoming or remaining a Twinn Palms Host Family if we conceal, falsify, or fail to disclose or update any material information during and/or after the application process and the duration of the program.**

**It is the express intention and understanding of the parties that each Host Parent signing below is not an employee, joint venturer, partner, affiliate, or agent of Twinn Palms. Nothing in this Agreement shall be interpreted or deemed to create or establish an employer-employee relationship between any Host Parent signing below and Twinn Palms. Each Host Parent signing below shall be solely responsible to pay all applicable taxes arising from fees paid to him/her by Twinn Palms, including, but not limited to, social security, self-employment taxes and disability insurance. Each Host Parent signing below shall comply with all applicable federal, state and local laws and regulations in performing his/her responsibilities hereunder. Each Host Parent signing below acknowledges and agrees that Twinn Palms shall not be liable for taxes, Workers' Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on our behalf. All such costs and expenses, if any, shall be our responsibility.**

This Agreement shall be construed in accordance with, and governed in all respects by the laws of the State of California (without giving effect to principles of conflicts or choice of laws). Twinn Palms and each Host Parent signing below consent to the jurisdiction and venue of the state and federal (Central District of California) courts in Los Angeles County, California, and each agrees that those courts shall be the sole venue for any suit, action, or proceeding arising out of or relating to this Agreement.

Other than changes in term, which shall be at the sole discretion of Twinn Palms, Twinn Palms and we agree that no amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties. The waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes and completely and irrevocably terminates any and all other previous or contemporaneous communications, representations, understandings, agreements, negotiations and discussions, either oral or written, between the parties with respect to its subject matter. This Agreement may be executed in one or more counterparts, which may be delivered in person or digitally, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*This agreement must be signed and dated at the time of application by all Host Parents and all host family household members 18 years of age and older who currently reside in the home or are anticipated to reside in the home during the course of the program.*

**ACCEPTED AND AGREED:**

Print Host Parent Name	Signature	Email Address	Date
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Print Host Parent Name	Signature	Email Address	Date
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**TWINN PALMS**

By: \_\_\_\_\_ Date \_\_\_\_\_  
(Print name)  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED:**

Other 18+ Host Family Member Name	Signature	Email Address	Date
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Other 18+ Host Family Member Name	Signature	Email Address	Date
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Other 18+ Host Family Member Name	Signature	Email Address	Date
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