



Homestay Application – Orinda Academy

(\$600 Placement Fee Required – See Page 8 for Payment Information)

Please answer **all** questions completely, providing as much detail as possible

Family Name (Surname) _____ First Name (Given name) _____

Applicant's Complete Address: _____ Male: Female:

Student Email (Required): _____

Agent Email (If applicable): _____

Student Telephone: _____

Student Birthday (Required): _____ / _____ / _____
Month Day Year

What is your native language? _____ Other languages? _____

What is your English speaking level? Very High High Medium Low Very Low

When will you begin classes at Orinda Academy (OA): _____

IMPORTANT: You are allowed to move in to the homestay 1-4 days before the first day of orientation at the school.

What day do you plan to move into your homestay? _____

STUDENTS ARE EXPECTED TO LIVE IN THEIR HOMESTAY FOR THE FULL SCHOOL YEAR TERM

Why do you wish to live with a host family? *Please explain:* _____

REQUIRED – List EIGHT (8) hobbies, interests, and/or sports you enjoy. All students must list eight (8):

- 1) _____ 2) _____ 3) _____ 4) _____
- 5) _____ 6) _____ 7) _____ 8) _____

REQUIRED – PLEASE ANSWER HONESTLY: DO YOU SMOKE? Yes No

Have you been diagnosed with any medical allergies? No Pets Food *Specify:* _____

Are there any foods that you do not eat? No Yes, *please specify:* _____

Please describe the members of your personal family. Select all boxes that apply to your family:

- Mother – Occupation: _____ Father – Occupation: _____
- Sister(s) - Age(s): _____ Brothers(s) - Age(s): _____ Pet(s): _____

REQUIRED - What is your educational goal in the U.S.? (*You may select more than one option*)

- Complete high school only College: **Major:** _____ **Degree:** Bachelors Masters

Have you ever visited the U.S. before? No Yes, where: _____

How long do you plan to stay in the U.S.? _____ Do you plan to buy a car? No Yes

Please describe any current medical conditions, including any physical limitations or other special considerations that your host family should know about. Also list any prescription medications that you are currently taking:

Medical insurance company: _____ Policy number: _____

Name of approved U.S. guardian: _____ Home Phone: _____
Address: _____ Cell Phone: _____

Arrival Information, if known: Airlines: _____ Flight Number: _____

Date of arrival: _____ Time: _____ Airport: _____

How will you get from the airport to your homestay? Friend/Relative Shuttle Bus Service Public Transit
 Diablo Valley Homestay - Airport to Homestay Personal Driver Service (\$110) Other: _____

Final Steps - Before submitting the application, make sure that you have done the following:

1. Answered every question on this application, including listing 8 hobbies/interests. (*Submitting an incomplete application will cause a delay in processing*)
2. Read the Host Family and Location Disclaimer (Page 2).
3. Read and signed the Housing Policy for Homestay Students (Pages 3 & 4)
4. Read and signed the Homestay Program Participation Agreement (Pages 5 & 6)
5. Read and signed the Homestay Liability Release for Students Under Age 18 (Page 7)
6. Read and completed the Payment and Mailing Information form (Page 8)

Signature Required

I verify that the information on this application is true and correct to the best of my knowledge, and I acknowledge that I have read and understood the terms and conditions for applying for a homestay placement, and for living in a homestay.

Student Signature

Date

Parent Signature

(If applicant is under 18 years of age)

Date

Host Family and Location Disclaimer (IMPORTANT: Please read all information below.)

Students who are placed in a homestay are responsible for directly paying their host family **\$1400.00** per month. Diablo Valley Homestay LLC does not assist with, or manage, the financial responsibilities of the student. Students who fail to pay their rent on time may be asked to leave the homestay. The cost of living with a host family includes housing, two meals per day (breakfast and dinner) Monday through Friday (three meals per day on weekends), and all utilities, except for telephone use. Students must purchase their own cell phones. **Students are responsible for buying their own lunch, Monday – Friday.** Students are not guaranteed placement with any specific type of family (race, marital status, families with children, etc.), as all of the families in our program have been pre-screened and have met the qualifications of being a host family. Your placement will be based upon a number of different criteria including the families' availability at the time you arrive, the type of student they are looking to house, and the information provided in your housing application.

We do guarantee that you will be placed with a family that wants to be a host family to an international student, and can provide you with good exposure to the American way of life. **All students placed with a host family must agree to the terms of the Housing Policy, the Homestay Program Participation Agreement, and the Liability Release for Students Under Age 18 form. A copy of each of those forms must be signed and returned with the Homestay Application, along with a \$600 non-refundable homestay placement fee. Your placement with a host family will be secured when all five required items have been received.** Students are expected to live in their homestay for the full school year term. If you choose to move out of the homestay before the end of the initial two-month period, you will not receive a refund of the unused rent money, unless we are able to place another student in to the homestay before the end of your initial two-month rental period.

Indemnification: Student fully indemnifies Diablo Valley Homestay LLC and it's agents and employees from any claim arising from Student's conduct. Student understands that hosts are not employees or agents of Diablo Valley Homestay LLC, and student assumes all risk associated with injury or loss arising from the living in the homestay, including behavior of hosts. Student releases Diablo Valley Homestay LLC of any liability for any claim of injury, death, property damage or other loss. Student will not institute a claim against Diablo Valley Homestay LLC and will release and hold Diablo Valley Homestay LLC forever harmless for any and all claims arising from living in the homestay, including the behavior of hosts.

Limitation of Liability: In no event shall Diablo Valley Homestay LLC have any liability to the student for any indirect, special, incidental or consequential damages, however caused, and under any theory of liability, whether or not Diablo Valley Homestay LLC had prior knowledge of the possibility of such damages. Further, Diablo Valley Homestay LLC shall not be named as a party, called as a witness, or served discovery requests in any dispute between student and host regarding the financial dealings between student and hosts.

Mediation/Arbitration: In the event any dispute arises with respect to the services provided by Diablo Valley Homestay LLC, and such dispute cannot be settled through direct discussions, then Diablo Valley Homestay LLC and Student agree to first endeavor to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to any other means of dispute resolution. Following at least one such mediation session, any unresolved dispute shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Rules, and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Further, in the event of any such arbitration, the prevailing party shall be entitled to costs and attorney's fees.

Email: info@diablovalleyhomestay.com

Phone: 1-925-876-0080

www.diablovalleyhomestay.com

Housing Policy for Homestay Students Attending Orinda Academy



Students placed in a homestay, by Diablo Valley Homestay LLC (DVH), must comply with the following rules while living in the homestay.

Rent

1. Rent is \$1400 per month, and the first two months (\$2800) must be prepaid directly to the host family on the first day you move into your homestay. It is your responsibility to offer the money to the host family – do not wait for the family to ask you for the money. Please pay your family on the day you move in to the homestay. Your future rent payments will be due on the same day each month. Example: If you move in on August 28, you must pay the family for your first two months in the homestay (\$2800) on that day. All future rent payments will be due on the 28th day of the following months (Example: October 28, November 28, December 28, etc.).
2. Please make sure to pay your rent on time every month. It is your responsibility to give your host family a payment each month, without the family having to ask you for the payment. **DVH does not assist with, or manage, the financial responsibilities of the student.** Students who are late paying rent, or do not pay their rent may be assessed a daily late fee by the host family, or be asked to leave their homestay. *DVH will not place the student in another homestay if the student is asked to leave their initial homestay for late or non-payment of rent.*
3. The cost of living with a host family includes housing, all utilities, except telephone use (students must purchase their own cell phones), and two meals per day (breakfast and dinner) Monday – Friday. The host will also provide three meals (breakfast, lunch, and dinner) on weekends. **Students are responsible for buying their own lunch, Monday – Friday. Students can buy lunch directly from school, or they can buy their own groceries to make their lunch.**

Moving Out of a Homestay

1. **Students are expected to live in their assigned homestay for the full school year term.** If you choose to move out of the homestay before the end of the initial two-month period, you will not receive a refund of the unused rent money, unless we are able to place another student in to the homestay before the end of your initial two-month rental period.
2. If a student wants to end the living arrangement with their host family any time AFTER the initial two month period, written notice must be given to the host family. The notice must be received at least 30 days in advance of the desired move out date. Example: If a student wishes to move out December 1, then he or she must tell the family on or before November 1 that they intend to move out in 30 days.
3. If the student chooses to move out of their homestay early and does not provide the host family with written notice 30 days prior to the desired move out date, the student will not receive a refund of rent for the remaining days of the rent cycle. Additionally, the student may risk losing some or all of their \$300 security deposit, if those funds are needed to pay any rent left owing.
4. If the host family is able to fill the vacancy with another homestay placement (or other acceptable placement as determined by the family), and therefore the vacancy is filled before the end of the 30 day notice period, the departing student must pay the host family only for the vacancy dates until the new student moves in. (Per day amounts to be determined by DVH, based on the number of days vacant within the 30 day notice period.)
5. Students who leave their original homestay will not be placed in a new homestay, unless DVH determines there is a valid reason for leaving the original homestay. **Your \$600.00 placement fee is good only for your original homestay placement.** If you would like another homestay placement, you will be required to pay an additional placement fee, unless you are leaving the original placement due to any of the valid reasons stated below. **Valid reasons for removing a student from the original homestay and placing them in a new homestay are:**
 - a. There is a real or implied threat of harm towards the student.
 - b. The host family alters the terms of the original homestay agreement (Example: A family stops providing meals for their student, or independently increases the rent.)
 - c. The host family is unable to continue hosting the student due to personal reasons, not caused by the student.
6. Any dispute between the student and host family should be brought immediately to the attention of the DVH for resolution.
7. In the event that DVH must remove a student from a homestay due to disciplinary or behavioral problems (including breaking house rules, theft of property, continuing conflicts or verbal abuse toward a family member, physical abuse to any persons or property, etc.), the student will be taken to a nearby hotel in the area and will be responsible for all charges incurred at the hotel until they find an independent living arrangement. **DVH will not place the student in another homestay.** Additionally, the student will not receive any refund of rent that has been paid for the remainder of the month.

Security Deposit

1. All students are required to give a monetary deposit, in the amount of \$300, at the time of move-in, in order to cover the cost of any unpaid bills or damages done to the property by the student while they are living in the home. This \$300 payment is in addition to the \$2800 two-month rent payment that is made on the first day the student moves into the homestay. This separate payment is commonly referred to as a security deposit.
2. Students may also be held responsible for any damage caused by visitors (friends and family) that they have invited into the home. Funds from the security deposit can be used for damage caused by other persons visiting the home at the request of the student. If any funds are used to repair damages while the student is still living in the home, then the student will need to replenish the security deposit amount to the original total of \$300. Example: If a family uses \$30 from the original security deposit to make a repair, then the current security deposit would be \$270, and therefore the student would need to add another \$30 to the security deposit in order for the original amount of \$300 to be restored.
3. After a student moves out, California law states that the host family has three (3) weeks to either return your deposit, or give you a written statement of why all or part of the money is being kept. If any funds are used for unpaid bills, cleaning, repairs, and/or replacement of damaged items, the family will provide the student with receipts showing the cost of any purchases, services, or repairs performed.
4. It is important to know that the security deposit may be used to pay any rent left owing after moving out, repairs of damages beyond normal use, and/or cleaning. Students are expected to leave their rooms in the condition as when they moved in, except for normal wear and tear. (Deposits cannot be used by the host family to cover normal "wear and tear", or damage that existed prior to when the student moved in.)
5. Students are advised to do the following actions to protect their deposit
 - a. Upon moving in, inspect their bedroom for any existing damages (carpet stains, lighting, closets, etc.)
 - b. Document any damages seen and immediately let the host family know that they exist. This will show the host family that the damages were pre-existing and were not caused by the student.
 - c. While living in the homestay, tell the host family about anything that needs repair from normal usage, such as replacing a light bulb that has burned out.
 - d. Several days prior to moving out, the student should thoroughly clean their bedroom and bathroom and show it to the host family. This will allow the host family to inspect the rooms and let the student know if there is anything further that needs to be done. This will give the student a chance to repair any damages before the final inspection, which will take place on the actual date the student moves out.
6. Students are advised to leave a phone number and forwarding address with the host family when moving out. This will allow the family to contact the student to arrange the return of the security deposit. If the student does not leave a phone number and new address with the host family, the family will not be at fault if they are unable to find the student to return the deposit within the three (3) week period, as required by law. It will then become the student’s responsibility to contact the family to arrange getting their security deposit back.

I have carefully read the Housing Policy and I understand and agree to the terms of the policy.

Student Signature

Parent/Legal Guardian Signature

Print Student Name

Print Parent/Legal Guardian Name

Date

Date

Contact Information

Diablo Valley Homestay • 2151 Salvio Street, Suite 210 • Concord, CA 94520
Phone: 1-925-876-0080
Email: info@diablovalleyhomestay.com • Website: www.diablovalleyhomestay.com

Homestay Program Participation Agreement for Students Attending Orinda Academy



Please read the following agreement very carefully. By signing this document, you acknowledge that you understand and agree to the terms of the document.

- 1. Financial responsibility.** I understand and agree that I am responsible for paying rent directly to my host family in a timely manner. Rent is \$1400 per month, and students must pay their host family for the first two months (\$2800) upon arrival at the homestay. Diablo Valley Homestay LLC (DVH) does not assist with, or manage, the financial responsibilities of the student. Students must also give their host family a \$300 refundable security deposit upon arrival. Therefore, the total amount of money given by the student to the host family upon arrival is \$3100.
- 2. Method of payment.** Payment can be made to the host family in any of the following manner: check, money order, or cash. If the host family agrees, the student may also have the option of paying his or her rent via bank transfer in to the bank account of the host family.
- 3. Frequency of payment.** Rent payments are due on the same day each month. Example: If you move in on August 28, you must pay the family for your first two months in the homestay (\$2800) on that day. All future rent payments will be due on the 28th day of the following months (Example: October 28, November 28, December 28, etc.). I understand that if I do not pay my rent on time, I may be assessed a daily late fee by the host family, or be asked to move out of the homestay. If this happens, I understand that I will be responsible for securing my own housing arrangement.
- 4. Host family selection.** California is an extremely diverse state. In particular, the San Francisco Bay Area is one of the most diversified areas in the United States. DVH does not discriminate against any host families in our registry based on age, race, color, religion, gender, national origin, sexual orientation, disability, and marriage or family status. To do so, would be against the law. Our host family registry is made up of a many different populations, including African, Asian, Filipino, Indian, Hispanic, European, and Caucasian families. Regardless of their ancestry, all of these families are English-speaking. I agree to not make any judgments about different cultures, and instead, to be open to a positive relationship and cultural exchange with my host family regardless of their personal characteristics or native origin.
- 5. Meals.** I understand that my host family is responsible for providing the majority of my meals while I am in the homestay. The host family will supply basic continental breakfast items. I am responsible for preparing my own breakfast every day. The host family will supply basic lunch items on Saturday and Sunday only, and I am responsible for providing my own lunch Monday through Friday. The host family will provide dinner for the entire week, although the host family will be responsible for preparing dinner only for the majority of the week. If the host family is not home for dinner, then I am responsible to prepare my own dinner, using the food provided by the host family. I understand that I am responsible for purchasing any snack food items that I wish to have.
- 6. Housework.** I understand that I will be treated as a member of the family while I am living in the homestay. Therefore, I accept that I will be expected to help the family with basic household chores, such as keeping clean the following areas that I use: bedroom, bathroom, kitchen, and other common areas that I spend time in. I understand that my host family is not my servant or maid, and that I am completely responsible for my own housekeeping and laundry.
- 7. House rules.** I agree to follow the house rules set by the host family. I understand that the host family has the right to ask me to leave their home if I do not follow the house rules. I further understand that DVH will not place me in another homestay if I am removed from the home due to disciplinary or behavioral problems (including breaking house rules, theft of property, continuing conflicts or verbal abuse toward a family member, physical abuse to any persons or property, etc.). Students who are removed from a homestay due to disciplinary or behavioral problems will not receive any refund of rent that has been paid for the remainder of the month.
- 8. Medical issues.** I agree that I will have full health (medical and dental) coverage while living with the host family. In the event of an emergency, the host family has the right to authorize emergency medical and dental treatment for the student. I understand that I, not the host family, will be solely responsible for any and all medical and dental treatments I receive. I will provide my host family and DVH with my medical insurance information, including the name of my insurer, as well as my policy number.
- 9. Guardianship.** If younger than 18 years old, I will have an approved U.S. guardian while living in the homestay. I will provide my host family and DVH with the necessary contact information for my U.S. guardian. **The host family will not be the guardian of the student.** *(If the student does not have an approved U.S. guardian, DVH will refer the student to a local guardianship service.)*
- 10. Cell phones.** I will purchase and be responsible for a cell phone while I am living in the homestay. I will give my host family my phone number and I will respond promptly to any and all calls made to my phone by my host family. I will make and receive all calls on my own cell phone, instead of the host family's telephone.

11. **Internet access, computers, and printers.** Every homestay has Internet access. If I want a different connection or service than what is currently in the homestay, I will be responsible for all costs associated with acquiring a different connection or service. I will also be responsible for purchasing my own computer and printer while living in the homestay. If the host family allows me to use their personal printer, I will be responsible for purchasing paper for the printer, as well as the appropriate ink cartridges.
12. **Smoking.** I will not smoke anywhere inside my homestay, nor will I smoke anywhere on the outside property of the host family. All smoking must be done off the property and away from the homestay premises. I understand that the host family has the right to ask me to leave their home if I smoke anywhere on their property.
13. **Curfew.** I will return home each night before the DVH designated curfew time. Homestay curfew times are as follows:
 - Sunday – Thursday, the curfew is 7:00pm for all homestay students. **No sleepovers are allowed Sunday – Thursday.**
 - Friday and Saturday, the curfew is 11:00pm (for students 15-18) and 10:00pm (for students 12-14).
14. **Illegal activities.** I will not engage in any illegal activities while living in the homestay. I understand that the host family has the right to ask me to leave their home if I engage in any illegal activities while living in the homestay.
15. **Problems in the homestay.** I will bring any concerns, issues, or complaints about my homestay to DVH immediately. I will do my best to work together with DVH and my host family to resolve any problems that occur while I am living in the homestay.
16. **Damages.** I agree to pay for any and all damages in the homestay for which I am responsible, regardless of whether the damages were accidental. I understand that the cost of the damages may exceed the \$300 security deposit given to the host family, and I agree to pay the full amount, beyond the security deposit, of any and all damages in the homestay for which I am responsible.
17. **Duration of placement.** I understand that I am expected to live in my homestay for the entire school year term, unless otherwise directed by DVH. The \$600 placement fee is good only for my original homestay placement; therefore I understand that I must pay the full DVH placement fee for each additional placement I request. However, DVH will not require any additional placement fee if I am removed from the original homestay for any of the reasons listed in the DVH Housing Policy document.
18. **Notice to move out.** I agree to provide my host family with 30 days written notice prior to moving out of the homestay. If I do not, I understand that I risk losing some or all of my \$300 security deposit, if the funds are needed to pay any rent left owing.
19. **Last day in the homestay.** I will clean my bedroom and bathroom to my host family’s satisfaction. I will also give the host family my new address so they can return my security deposit to me within the 21-day period allowed by California law.
20. **Indemnification.** Student fully indemnifies Diablo Valley Homestay LLC and it’s agents and employees from any claim arising from Student’s conduct. Student understands that hosts are not employees or agents of Diablo Valley Homestay LLC, and student assumes all risk associated with injury or loss arising from the living in the homestay, including behavior of hosts. Student releases Diablo Valley Homestay LLC of any liability for any claim of injury, death, property damage or other loss. Student will not institute a claim against Diablo Valley Homestay LLC and will release and hold Diablo Valley Homestay LLC forever harmless for any and all claims arising from living in the homestay, including the behavior of hosts.
21. **Limitation of liability.** In no event shall Diablo Valley Homestay LLC have any liability to the student for any indirect, special, incidental or consequential damages, however caused, and under any theory of liability, whether or not Diablo Valley Homestay LLC had prior knowledge of the possibility of such damages. Further, Diablo Valley Homestay LLC shall not be named as a party, called as a witness, or served discovery requests in any dispute between student and host regarding the financial dealings between student and hosts.
22. **Mediation.** In the event any dispute arises with respect to the services provided by Diablo Valley Homestay LLC, and such dispute cannot be settled through direct discussions, then Diablo Valley Homestay LLC and Student agree to first endeavor to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to any other means of dispute resolution. Following at least one such mediation session, any unresolved dispute shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Rules, and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Further, in the event of any such arbitration, the prevailing party shall be entitled to costs and attorney's fees.

The student and his or her parent/legal guardian acknowledge that they have carefully read this Agreement and agree to be bound hereto.

Student Signature

Parent/Legal Guardian Signature

Print Student Name

Print Parent/Legal Guardian Name

Date

Date



Homestay Liability Release for Students Under Age 18

The following liability release is for students under the age of eighteen (18) who request to be placed in a homestay by Diablo Valley Homestay LLC (DVH). The student and their parent(s) must sign this form prior to the student being placed in a homestay.

Parent/Legal Guardian

"I/We request to have our child, _____, placed in a homestay by DVH.

I/We acknowledge that our child is under the age of eighteen (legal adult status in the United States), and that we - *not the host family, nor DVH* – will be held responsible for our child’s actions while he/she lives in the United States. I/We agree to pay the full amount for any and all damages in the homestay for which our child is responsible, regardless of whether the damages were accidental. I/We agree to hold harmless and release all liabilities of DVH, and the host family chosen to host our child, including all claims against DVH and the host family for any injury, loss, damage, accident, delay or expense resulting from participation in the homestay program. I/We hereby acknowledge, accept, and agree to the above named terms and conditions."

Parent/Legal Guardian Signature

Parent/Legal Guardian Signature

Print Parent/Legal Guardian Name

Print Parent/Legal Guardian Name

Date

Date

Student

"I, _____ agree to live in the chosen homestay at my own risk and liability. I also agree to hold harmless and release all liabilities of DVH and the chosen host family, including all claims against DVH and the host family for any injury, loss, damage, accident, delay or expense resulting from participation in the homestay program. I hereby acknowledge, accept and agree to the above named terms and conditions"

Student Signature

Date

Print Student Name

Payment and Mailing Information

A \$600.00 **non-refundable** homestay placement fee must be returned with the 1) Homestay Application, 2) Housing Policy, 3) Homestay Program Participation Agreement, and 4) Liability Release for Students Under Age 18. Applications are not processed until full payment has been received. Please make sure that every question on the Homestay Application has been completed, before sending. Submitting an incomplete application will cause a delay in processing. **Students must return all forms listed above, and the homestay placement fee to Diablo Valley Homestay.**

If paying by credit card, you can email the completed application to: info@diablovalleyhomestay.com

If paying by check or money order, you must mail the completed application to:

Diablo Valley Homestay
2151 Salvio Street, Suite 210
Concord, CA 94520
Attn: Fia Parker

Methods of payment accepted

Check or money order (Payable to: Fia Parker) **Cash** (Only if student is already in the U.S.)

Western Union Wire Transfer - www.westernunion.com (Payable to: Fia Parker) After completing the transaction, send an email to info@diablovalleyhomestay.com and include the following required information from the transaction:

1. 10 digit money transfer control number (MTCN)
2. FIRST and LAST name of the person who made the transaction

Credit Card (5% processing fee will be added to all credit card transactions)

Check box for type of credit card used: MasterCard Visa

Print name (as shown on card): _____

Credit card number: _____ - _____ - _____ - _____

Expiration date: _____/_____/_____ 3 digit security code/CVV on back of card: _____

Month Year

Late Fee: An additional \$50 late fee will be added to any applicant submitting a late application (within 7 days of arrival); or needing a “rush” homestay placement within 7 days of submitting his/her application.

I authorize Diablo Valley Homestay to charge the \$600 homestay placement fee and the 5% processing fee to my credit card. If housing is needed within 7 days of submitting the homestay application, I authorize Diablo Valley Homestay to charge an additional \$50 late fee. **I understand that all charges are non-refundable.**

Student Signature

Cardholder Signature (If other than student)

Please Print Student's Name

Please Print Cardholder's Name

Date
Diablo Valley Homestay LLC
Homestay Application – OA 2020

Date