

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

Date of arrival: _____ Time: _____ Airport: _____

How will you get from the airport to your homestay? Friend/Relative Rideshare/Taxi Public Transit

Diablo Valley Homestay - Airport to Homestay Personal Driver Service (\$170) 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 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 and Location Disclaimer (IMPORTANT: Please read all information below.)

Students who are placed in a homestay are responsible for directly paying their host **\$2000.00** 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 in a homestay includes housing, transportation to/from school (Monday – Friday), two meals per day (breakfast and dinner) Monday through Friday (three meals per day on weekends), and all utilities. Students must purchase their own mobile phones. **Students are responsible for buying their own lunch, Monday – Friday.** Students are not guaranteed placement with any specific type of host (race, marital status, families with children, etc.), as all the hosts in our program have been pre-screened and have met the qualifications for participating in the homestay program. Your placement will be based upon several different criteria including the hosts' availability at the time you arrive, the type of student they are looking to host, and the information you provided in your housing application.

We do guarantee that you will be placed with a host who wants to help an international student and can provide you with good exposure to the American way of life. **All students placed with a host 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 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 its 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 Orinda Academy Students



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 \$2000 per month, and the first two months (\$4000) must be prepaid directly to the host on the first day you move into your homestay. It is your responsibility to offer the money to the host – do not wait for the host to ask you for the money. Please pay your host 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 host for your first two months in the homestay (\$4000) 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 a payment each month, without the host 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 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 in a homestay includes housing, transportation to/from school (Monday – Friday), all utilities (except phone use, as students must have their own mobile phone), 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.**

Illegal Drug Use and Alcohol

1. Any drug use, including marijuana, is illegal under federal law and could result in deportation for any international student who is found with drugs. While California state law legally allows the use of marijuana for persons aged 21 or older, it does NOT apply to international students who are in the United States on a federal F-1 visa. International students in the United States on a federal F-1 visa must follow federal laws. This means that although marijuana use is legal in California, it is NOT legal federally and international students must understand that if they break a federal law, they are risking jeopardizing their visa status and potentially facing deportation. **Student may never use, or bring, any illegal drugs in their homestay.** Only prescription medication (prescribed by a doctor) or over-the-counter medication (purchased from a pharmacy or grocery store) is allowed in the homestay.
2. You must be over the age of 21 to purchase or drink alcohol in California. **Additionally, you are not allowed to consume or bring any alcohol in to your homestay.**

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 homestay arrangement any time AFTER the initial two-month period, written notice (email, text, or handwritten) must be given to the host at least 30 days in advance of the desired move out date. Example: If a student wishes to move out December 1, then they must tell the host on or before November 1 that they intend to move out in 30 days. If they fail to give the 30-day advance notice, 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 owed. **Important: Any time after the initial two-month period, the host or the student may choose to end the living arrangement by giving the other person 30 days advance notice to terminate the living arrangement.**
3. The student must remove all their personal belongings from the home on the day they move out. They must also put any trash from their bedroom and bathroom in to the outside garbage cans. **Any personal belongings that are left at the home after the student has moved out may be donated or disposed of by the host.**
4. If the host is able to fill the vacancy with another homestay placement (or other acceptable placement as determined by the host), and therefore the vacancy is filled before the end of the 30 day notice period, the departing student must pay the host 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:**

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 in a timely manner. Rent is \$2000 per month, and students must pay their host for the first two months (\$4000) 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 a \$300 refundable security deposit upon arrival. Therefore, the total amount of money given by the student to the host upon arrival is \$4300.
- 2. Method of payment.** Payment can be made to the host in any of the following manner: check, money order, or cash. If the host 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.
- 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 host for your first two months in the homestay (\$4000) 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 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 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 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 registry is made up of a many different populations, including African, Asian, Filipino, Indian, Hispanic, European, and Caucasian hosts. Regardless of their ancestry, all the hosts 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 regardless of their personal characteristics or native origin.
- 5. Meals.** I understand that my host is responsible for providing most of my meals while I am in the homestay. The host will supply basic continental breakfast items. I am responsible for preparing my own breakfast every day. The host will supply basic lunch items on Saturday and Sunday only, and I am responsible for providing my own lunch Monday through Friday. The host will provide dinner for the entire week, although the host will be responsible for preparing dinner only for the majority of the week. If the host is not home for dinner, then I am responsible to prepare my own dinner, using the food provided by the host. 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 host 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 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. I understand that the host 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 the host or 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. In the event of an emergency, the host has the right to authorize emergency medical and dental treatment for the student. I understand that I, not the host, will be solely responsible for all medical and dental treatments I receive. I will provide my host 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 and DVH with the necessary contact information for my U.S. guardian. **The host 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. Mobile phones.** I will purchase and be responsible for a mobile phone while I am living in the homestay. I will give my host my phone number and I will respond promptly to all texts and calls from my host. I will make and receive all calls on my own mobile phone, instead of the host's phone.

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 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. All smoking must be done off the property and away from the homestay premises. I understand that the host 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 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 to resolve any problems that occur while I am living in the homestay.
16. **Damages.** I agree to pay for 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, 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 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’s satisfaction. I will also give the host 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, 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 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 chosen to host our child, including all claims against DVH and the host 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, including all claims against DVH and the host 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 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.**

Please email the completed application to: info@diablovalleyhomestay.com

Methods of payment accepted

- Cash** (*This option is only for students currently in the U.S., at the time the application is submitted.*)
- 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

Date

Diablo Valley Homestay

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