

## **USA, UNITED STUDENTS ASSOCIATION and THE PARTICIPANT'S LEGAL GUARDIAN/ PARTICIPANT's Agreement**

Whereas the corporation, hereto referred to as "USA Program", represented by \_\_\_\_\_, Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_,  
The participant's legal guardians Mr. \_\_\_\_\_ and/or  
Mrs. \_\_\_\_\_, Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_,  
and the participant \_\_\_\_\_ hereby desire to  
enter into a mutual beneficial agreement. In consideration of the promises and  
covenants between the parties to be kept and performed, thereby agree as follows:

1. The participant's legal guardians will grant to USA Program full authority to carry out, undertake, and make decisions for all matters relating to the participant's well being and academic performance.
  
2. USA Program in terms of this agreement will include the participant in its international study program to travel to the United States of America for the purpose of attending school for one academic year (August – June) or one calendar year (January - December), while residing with an American host family. The sole purpose of USA Program is to benefit the participant in the following areas: Personal Development, Communication Skills, Academic Progress and Cultural Understanding
  
3. USA Program will provide the Form I-20 from the participant's chosen school and the electronic transmission (SEVIS) necessary for the acquisition of a student F-1 Visa. However, USA Program will not be held responsible for the denial of a Visa by any United States government agency (Embassy or Consulate).
  
4. USA Program will provide a stable host family for the participant's entire stay in the U.S. The host family chosen for the participant is selected from several volunteer families. All families reside within the continental United States of America. Host families are of all races and backgrounds with incomes sufficient to afford comfortable standards of living and nurturing home environments.
  
5. USA Program provides a choice of preferred regions in the United States of America for private school enrollment. USA Program utilizes the "Student Matching Guidelines" form to best match the participants with a private school and host family. Delays in placements beyond the control of USA Program may occur.
  
6. USA Program agrees to and assumes the responsibility of providing the participant with an adequate health insurance policy, which will be effective upon arrival in the United States of America and will terminate upon conclusion of the academic

semester, marking the end of the USA program. Insurance does not cover pre-existing conditions, physicals, immunization shots, high risk sports, dental work, or eye care.

7. USA Program provides to participants (as a group) a one-week cultural/educational orientation meeting in Dallas, Texas upon their arrival into the United States. The staff of USA Program will conduct daily instruction in English and orientation regarding: Communication & Language, the American Educational System, Host Family Adaptation, Community and Cultural Adjustment, and General Program Rules. USA Program will provide lodging, meals (breakfast and lunch), transportation, books & classroom supplies, and tour sites for orientation purpose only.

8. USA Program guarantees assistance, support, and guidance to the participant for the duration of the USA program through our Local Representatives. Additionally, a toll free telephone number is available 24-hours a day inside the United States.

9. USA Program agrees to provide the participant with an option to renew the USA Program services for an additional academic or calendar year. If a renewal is granted and the USA Program fee is received, this entire contract will be extended in full.

10. USA Program has the right and authority to deny and/or terminate all services stated within this agreement at the discretion of USA's Directors. If USA Program's services are terminated, the participant may not remain in the United States, or further actions will be taken.

## **PARTICIPANT OBLIGATION**

I. The participant must abide by all of the rules, liability release, standard of conduct agreement and guidelines (Student Manual and Handbook) specified by USA Program from the date that the contract is signed until departure from the United States.

II. The participant must obey all local, state, and federal laws while residing in the United States and agree to hold USA Program harmless concerning all liabilities arising from the violation of any of these laws. USA Program will not be responsible for providing the participant with legal counsel(s).

III. The parents/legal guardians of each participant are responsible for purchasing all round-trip airline tickets for travel to the U.S., including all domestic flights and any additional fees associated with the airline tickets or luggage.

IV. The participant must accept and obey all house rules that are set forth by the host family. The participant must take part in host family activities and is to demonstrate respect, care, and understanding at all times to the host family.

V. USA Program will not be responsible for the theft or loss of the participant's personal belongings for the duration of his stay in the U. S. The participant is completely responsible for all personal property, passport, luggage, and spending money.

VI. The participant must have sufficient spending money to cover all personal expenses for the duration of the USA Program, including but not limited to the following: extra expenditures during the weeklong orientation, tips, charges for excess baggage weight, all long distance phone calls, postage, medical expenses above and beyond insurance coverage, co-pays, necessary immunizations, school supplies/ fees/ tuition/ lunch/ uniforms/ transportation, personal hygiene products, entertainment, dining out, travel expenses, etc.

VII. The participant is prohibited from traveling alone without first acquiring written authorization from the natural parents, host family, and the appropriate USA Director.

VIII. Natural parents, family, and/or friends are not permitted to visit the participant, nor is the participant permitted to travel to the home country while the school semester is in progress without prior approval from USA's Director and school official.

IX. In the case of the necessary relocation of a participant to another host family, the participant must cooperate completely with the USA Program. USA Program will provide relocation only if it is deemed necessary by USA's Directors and is based on incompatibility that is not caused by the participant.

X. The participant must contact only USA staff members should assistance be necessary in dealing with unresolved issues. The participant is prohibited from becoming involved in the affairs of other participants who are participating in the USA Program or any other international student program.

XI. The participant must attend and participate in all scheduled school classes, obey all school rules, and maintain at least a C grade point average. English class, American History or Government class, and regular school attendance are mandatory. Any and all school decisions concerning academic performance or personal conduct of the participant are final.

XII. The participant is prohibited from selling, buying, exchanging, consuming, or being involved in any matter with pornography, alcoholic beverages, tobacco products, and/or illegal drugs of any kind.

XIII. The participant is prohibited from possessing and/or bearing weapons of any kind, including guns, knives, clubs, martial art devices, etc.

XIV. The participant is prohibited from driving any type of motor vehicle and/or obtaining a Driver's License. The participant is prohibited from hitchhiking.

XV. The participant is prohibited from engaging in sexual activity of any kind.

XVI. The participant is prohibited from having frequent contact with other participants, family members, or individuals from his home country. Further, students are not permitted to obtain a cell phone without permission from the USA Program.

XVII. The participant is prohibited from getting tattoos, body-piercing (including ears), and becoming involved with or associated with gangs and/or any other anti-social groups. Further, the participant must maintain proper hygiene and may not become engaged and/or married while participating in the USA program.

XVIII. Participants must possess adequate English language proficiency to function successfully in the American high school and host family. If tutorial assistance is deemed necessary, the participant is responsible for all fees associated with this service.

XIX. Participants may not be employed on a full-time or part-time basis. However, the participant may accept payment for occasional baby-sitting, tutoring, or yard work if the host family or neighbors offer. The participant is never to demand payment for such services.

XX. The participant must return to his country of origin upon completion/ termination of the USA international student program/Visa. The participant may not stay in the United States for a period exceeding their F-1 Visa.

XXI. If so determined by the USA staff, the participant must agree to forfeit all of his rights as a program participant and immediately return to his home country for violation of any of USA's stated rules. All decisions made by the USA Program are final. Participants who must return to their home countries from the United States prior to the scheduled departure date for any personal or disciplinary reasons lose all refund rights.

### **PROGRAM PAYMENT CONDITIONS**

**Total Program Fee:**

**US\$** \_\_, \_\_.00 ( \_\_\_\_\_ **Dollars)**

**Payment Agreement:**

1. Subsequent to approval by USA Program, the participant's legal guardian (the financially responsible agent) agrees to pay 50% of the program price in the amount of US\$ \_\_, \_\_.00 ( \_\_\_\_\_ dollars) to USA's Home Country Representative. This payment must be accompanied with the completed Student Application Package.

This payment must be sent to USA Program's corporate office in Texas by the Home Country Representative no later than 48 hours, or two working days, after it is received. A return receipt will be sent to you along with the I-20 Form.

2. The remaining balance of US\$ \_\_, \_\_.00 ( \_\_\_\_\_ dollars) must be received in full by USA's Home Country Representative upon receipt of the Host Family Portfolio or by July 1<sup>st</sup> (August group) / December 15<sup>th</sup> (January group), prior to the participant's departure for the United States of America or the I-20 Form will be cancelled immediately.

## REFUND POLICIES

USA Program's policy for refunds of program fees for cancellations (withdrawals) and/or denial of Visas is as follows:

- \* Participants may cancel up to 7 (seven) days after signing the USA Program contract, which is presented to them in the preliminary application process, for a full refund of the total program fees paid, but not the application fee.
- \* Participants who cancel or are denied an F-1 Visa after having been accepted into the USA Program will receive a refund of the program fees paid minus US\$ 2,000.00 (Two Thousand Dollars) for school enrolment process.
- \* Participants who cancel after USA Program's approval and placement with a high school will receive a refund of the program fees paid minus US\$ 3,000.00 (three thousand dollars).
- \* No refunds are given to participants who cancel within six weeks or less prior to departure from their home country.
- \* Participants who do not adhere to the rules, standards, and instructions set forth by USA's handbooks, manual, probation, and/or elsewhere, may be sent home at their own expense with no refund of fees.

We, the undersigned, grant full power to USA Program's Directors (Guardians) to manage, undertake, and perform the following acts for our child on our behalf to the same extent as if we had done so personally: to make decisions for all matters relating to academic performance, all school related business, disciplinary action, and healthcare while residing with USA Program's host family as a USA participant.

We have read, agree to, and are bound by all terms of this agreement. This agreement shall become effective on \_\_\_\_/\_\_\_\_/\_\_\_\_ and shall remain in full force and effect until the end of the USA private school program.

\_\_\_\_\_  
Father or Legal Guardian Signature

\_\_\_\_\_  
Mother or Legal Guardian Signature

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
USA Home Country Representative

On behalf of the USA Program, the Executive Director agrees to accept this appointment and to act and perform in the stated capacity consistent with the student's best interests, as deemed advisable.

\_\_\_\_\_  
Moacir Rodrigues

This agreement contains five (5) pages in its entirety.