



# FAIRMONT PREPARATORY ACADEMY HOMESTAY COMMUNITY TERMS AND CONDITIONS

## INSTRUCTIONS

These Terms & Conditions must be read by the international student applicant and his/her natural parents/legal guardian. The international student applicant's parent or legal guardian must initial where indicated.

Read the Declaration at the end of these Terms & Conditions. The international student applicant's parent or legal guardian must initial/sign where indicated.

## HOMESTAY INCLUDES

- Breakfast and dinner 7 days a week and lunch on weekends.
- All single occupancy rooms include internet, bed, desk and a closet.
- Security deposit is billed upon placement of the student and may be held for up to 45 days after departure.
- Homestay fee is billed on an annual basis and is due in full at the beginning of the school year or prior to the date the student moves into the home.
- Homestay fee is inclusive of all utilities. Students are responsible for their own cell phone.
- All homes are near Fairmont transportation services.

## TEN MONTH HOUSING FEE<sup>1</sup>

- Grades 9-12 Homestay fee or Grades 6-8 Homestay fee
- Placement/Renewal Fee<sup>2</sup>
- Security Deposit<sup>3</sup>

## ADDITIONAL FEES

- Relocation Fee (If needed)
- Airport Pickup Fee (If needed)

<sup>1</sup> Fees will be listed on the annual housing fee sheet. All final fees will be listed on the student's invoice and are subject to change every year.

<sup>2</sup> The placement/renewal fee is a non-refundable fee

<sup>3</sup> The security deposit is a one-time fee, refundable upon request in writing 45 days after student moves out of homestay program

Initial of Parent/Legal Guardian (Required)

## STANDARDS OF CONDUCT

Fairmont Private Schools has an established standard of behavior that is expected of their Homestay Students, regardless of their age. This list is intended to convey the type of behavior expected of Fairmont students. I understand and agree to the following Standards of Conduct while living with my Homestay family:

1. I will abide by my Host Family's house rules at all times.
2. I will communicate openly with my Host Family especially in regard to any issues I have with my placement.
3. I will respect the privacy and personal belongings of my Host Family.
4. I understand that drinking, vaping, and smoking are prohibited by Fairmont and are not allowed inside or outside the home.
5. I will be financially responsible any and all damages arising or resulting from my stay in the Host Family's home.
6. I will not use illegal drugs or drink alcohol while staying with my Host Family.
7. I will not borrow anything that belongs to the host family unless I have permission to do so. Should I have a roommate, I agree to do the same.
8. I agree to be professional, courteous, and respectful in all my communication with my Host Family or invitees of the Host Family's at all times.
9. I agree to abide by the curfew set by my host family and by the town in which we live; usually, this is 10:00 PM every night.
10. Fairmont will provide each student with a Fairmont Preparatory Academy/Fairmont Private Schools Student Handbook, either as a hard copy or available online. By signing the handbook acknowledgment I agree to comply with the philosophy, policies, and regulations of the school.

I have read, understand and agree to the terms of the individual family I am placed with and the conditions listed in the Fairmont Housing Agreement and the Standards of Conduct. I understand that any violation of Fairmont policies or of the family I am placed with may result in my removal from the program. I also understand knowingly providing any incorrect medical information may result in my termination from the program. The consumption or possession of alcoholic beverages by anyone under 21, or serving them to anyone under 21 in a family home, is expressly prohibited.

Initial of Student (Required)

## STANDARD OF CONDUCT AGREEMENT

I agree the Host family will have access to my room with proper manner, although usually carried out in my presence.

During the Homestay, I agree to be responsible for any damages and repairs that I do to the belongings and home of the family.

I acknowledge that if I become ill I will notify my host family or FHP immediately.

I read and understand the Standard of Conduct and agree to abide by Fairmont's policies and rules.

## HOMESTAY AGREEMENT

Thank you for allowing Fairmont Homestay Program to assist you with your child's housing requirements. Our goal is to offer your child quality accommodations and service while he/she is studying/visiting in the U.S.A. Providing a safe, clean environment, conducive to studying is our primary objective.

TERMS AND CONDITIONS: (Revised 03/17/2021)

Fairmont Homestay Program hereafter called FHP is commissioned by you to act in your best interest as your agent.

## HOMESTAY GUIDELINES

### APPLICATION

To apply, please complete the application form in full and send it to the FHP office, your counselor, or the International Student Manager. Include payment for your non-refundable placement fee. TYPE OF PAYMENT: Cashier's Check, Money Order, Credit Card, or Check. All checks must be drawn on a US bank and should be made payable to Fairmont Private Schools. Please do not send cash. Please include at least two (2) photographs of the student with the application. DO NOT delay in sending the application. Please apply early to ensure confirmation of accommodations and preferences. Your reservation is not confirmed until payment in full has been received.

Initial of Parent/Legal Guardian (Required)

## CONFIRMATION OF HOUSING

The application form, and placement fee must be received 45 days prior to the beginning of the semester, you will receive confirmation of your child's placement approximately 2-3 weeks before he/she is scheduled to arrive. If FHP does not receive the proper information and housing fees as stated previously, homestay placement will be delayed. To the best of FHP's ability, confirmation of housing will be sent prior to the student's departure from your country. We understand the importance of having your US address prior to departing your home country, which is why timely receipt of the information is required. If FHP is not provided the minimum of 3 weeks' notice of a student's arrival, an additional financial payout for the student's temporary accommodations may be required.

## HOUSING/MEALS

FHP offers Homestay's selected for the student, with local hosts in a private or semi-private, furnished room with breakfast and dinner each weekday and breakfast, lunch and dinner on weekends.

## FLIGHT INFORMATION

It is suggested that you book your child's flight well in advance. It is your responsibility to communicate and verify the student's flight details with FHP at least two (2) weeks before arrival to ensure the host family is well prepared to welcome the student into their home.

## AIRPORT PICK-UP OR PRE-ARRANGED SHUTTLE:

Airport pick-up can be arranged for an additional fee.

## LIABILITY

Fairmont Schools and its representatives are not liable for damages, injuries, and violations to people or goods, whenever these may occur.

## HEALTH INSURANCE

Health insurance is provided for all International students.

## CANCELLATION

A) Prior to arrival at Fairmont: All cancellations must be in writing and received by FHP prior to the student's arrival in the U.S.A. in order to receive a full refund of Homestay fees. The student's request for Homestay must be cancelled at least 35 days prior to his/her leaving the home country. Any cancellation notification

received after July 1st will be subject to a \$1,000 USD cancellation fee. B) Subsequent semesters: Once enrolled, if a student wishes to cancel Homestay for future semesters, that request must be received in writing a minimum of 35 days prior to the start of the next hosting period: Fall semester, Spring semester, or Summer term. Any cancellation notification received less than 35 days before the start of a new hosting period will be subject to a \$1,000 USD cancellation fee.

## TERMINATION

"Termination" refers to any cancellations made once the student has arrived and commenced the housing contract. Termination requests must be in writing and will be addressed on a case by case basis in which the circumstances of the situation will be reviewed by the Homestay Program and Prep Academy Administrative teams. A response to that request will be communicated once a fair decision concerning all parties has been reached. No refund will be given for the semester or summer term once the student has moved into the Homestay. If approved to terminate the Homestay Agreement, Fairmont Schools requires the parents to withdraw the student from homestay, complete the required forms, and provide the new local guardian and housing information. The student will not be permitted to relocate outside the Fairmont Homestay Program until all required forms are completed and the new location has been approved by the Dean of Students Office or Campus Director. (See International Student Manager for the forms.)

## MISCONDUCT

Fairmont Schools reserves the right to terminate without refund a student's housing arrangement if the student is found to have behaved with gross misconduct, violated "Standards of Conduct", or misrepresented themselves on their housing application. Gross misconduct includes but is not limited to: theft, abuse of property, abuse of persons, alcohol and drug abuse, failure to adhere to local laws, property rules and regulations. Also, failure to disclose mental illness or other pertinent medical conditions that may have an adverse affect on host family may also result in termination without compensation. In addition, FHP shall inform the USBCIS.

## CHANGE OF HOMESTAY

A) Fairmont may have to relocate the student's Homestay under certain circumstances. If warranted, FHP reserves the right to change the student's Homestay. B) A student may request to change homestays during the school year. The student must complete the required paperwork and provide a valid reason for the move. If the approval to relocate has been granted by the Homestay Department the change of homestay fee must be paid and a minimum of thirty (30) day notice must be given.

Initial of Parent/Legal Guardian (Required)

## HOUSING PERIOD

This contract is for a set period of time, as indicated below.

## SECURITY DEPOSIT

A security deposit is to be collected for each student by Fairmont, and may be retained for up to 45 days after departure. The security deposit may be applied to a student's outstanding telephone bills, breakage/damage and/ or cleaning costs incurred by the student. To ensure return of the full amount, please be sure the student will settle all financial responsibilities with his/her hosts/roommates. Please make sure to contact the FHP office with your child's forwarding address. Please be aware, that Fairmont Schools will not pay for any bank or currency exchange charges. These charges will be deducted from the SECURITY DEPOSIT REFUND.

## TRANSPORTATION

We attempt to place students within the Fairmont Private Schools bus routes. There is an annual fee for the bus service. Transportation registration is online and the fee is to be paid directly to Fairmont Private Schools. It is your responsibility to ensure the student has transportation during his/her travels.

- I, the undersigned have read, understand and accept all the terms and conditions of this contract which are listed above on this application form. I fully accept the "Terms and Conditions," and release Fairmont Schools and its agents and employees for any loss, injury, damage, accident, delay or expense resulting from events beyond our control, including (without limitation) acts of God, wars, strikes, incidents of politically motivated violence, sickness or quarantine, government restrictions or regulations, or in the absence of its own negligence, arising from the use of any vehicle from Fairmont Schools or selection of or from any act or omission by any host family, bus company, landlord, taxi service, hotel, restaurant, school or other firm, agency, company or individual.
- I understand that I am responsible for ensuring that my child exercises due caution and common sense at all times. If my child becomes ill, Fairmont Schools may take action, as it deems necessary. I indemnify Fairmont Schools, its agents and employees, and hold them harmless for any financial liability or obligation which I or my child incur, or injury or damage to the person or property of others.
- Should any term of this contract be deemed unenforceable or invalid, the remaining terms will continue to be valid and performed and enforced to the fullest extent of the law.

## AGREEMENT AND RELEASE:

- I understand and acknowledge the Host family will have access to my child's room as needed.
- I give permission to Fairmont Schools to provide this Homestay Application to my child's host family as the student's personal profile.
- During my child's Homestay, I agree to be responsible for any damages and repairs that he/she may cause to the belongings and home of the family.

**This homestay agreement is effective for the 2021/2022 School Year, beginning August 1, 2021 to July 31, 2022.**

Student Name (Printed)	Date
Signature of Student (Required)	Date

  

Parent/Guardian Name (Printed)	Date
Signature of Parent/Guardian (Required)	Date

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## DELEGATION OF AUTHORITY

I certify that I am the parent or legal guardian of:

Child's Full Name	Date of Birth
Child's Full Name	Date of Birth
Child's Full Name	Date of Birth

I designate

**Chad Jackson, President of Fairmont Schools, Inc.**

(FULL NAME OF ATTORNEY-IN-FACT)

**1575 West Mable Street Anaheim, CA 92802**

(STREET ADDRESS, CITY, STATE AND ZIP CODE OF ATTORNEY-IN-FACT)

**1575 West Mable Street Anaheim, CA 92802**

HOME PHONE OF ATTORNEY-IN-FACT

**1575 West Mable Street Anaheim, CA 92802**

MOBILE PHONE OF ATTORNEY-IN-FACT

as the undersigned's attorney-in-fact with respect to the minor child/ren.

- I delegate to the attorney-in-fact all of my power and authority regarding the care, custody and property of the minor child/ren, including but not limited to the right to enroll the minor child/ren in school, inspect and obtain copies of education records and other records concerning the minor child/ren, the right to attend school activities and other functions concerning the minor child/ren, and the right to give or withhold any consent or waiver with respect to school activities, such as field trips off campus, community service projects, various outdoor activities, which may include rock climbing, ropes courses kayaking, canoeing etc., medical and dental treatment, and any other activity, function or treatment that may concern the minor child/ren.

OR

- I delegate to the attorney-in-fact the following specific powers and responsibilities (write in):

This delegation does not include the power or authority of the attorney-in-fact to consent to the minor child/ren's marriage or adoption.

This power of attorney is effective for the 2021/2022 School Year, beginning August 1, 2021 to July 31, 2022. I reserve the right to revoke this authority at any time.

Parent/Legal Guardian Signature (Required)	Date
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**SIGNATURE MUST BE EITHER (1) NOTARIZED OR (2) WITNESSED BY TWO ADULTS.  
ATTORNEY IN FACT MAY NOT BE A WITNESS.**

Witness #01 Signature (Required)	Date
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Witness #01 Print Name
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Witness #02 Signature (Required)	Date
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Witness #02 Print Name
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**I hereby accept my designation as attorney-in-fact for**

Child/ren
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**as specified in this power of attorney.**

Attorney-In-Fact Signature
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**Chad Jackson, President of Fairmont Schools, Inc.**

This delegation designates another person (called the “attorney-in-fact”) to make decisions regarding a minor child/ren in lieu of the child/ren’s parent or legal guardian. The “attorney-in-fact” can be any reliable person and does not have to be a lawyer. It is not a court order. It is accepted by many, but not all, people or organizations as proof that the person has the legal right to make decisions for the child/ren.

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A parent who does not agree with the decisions of the attorney-in-fact has more authority over the child than the attorney-in-fact. This form can not be used to transfer custody or to supersede the right of the other parent. It does not affect the rights of the child’s parents regarding the care, custody and control of the child and can be withdrawn at any time.

First, fill out the specific information regarding the child/ren and the attorney-in-fact as designated on the form. Next, indicate what powers you are giving to the attorney-in-fact over your minor child/ren. The first box is for a general delegation granting all powers a parent would ordinarily have over the child/ren. The second box allows you to state the specific responsibilities and powers you want to grant. If you choose to select specific powers, be sure to list what those powers are in the box provided.

The completed delegation form must be signed by both the parent or legal guardian and the attorney-in-fact.

Make several copies of the form since you will probably have to give a copy to each person or organization that the attorney-in-fact will need to deal with on behalf of the child/ren. Show them the original, and give them the copy. Keep the original in a safe place.

This delegation of parental/guardian rights is effective for a maximum of one year. You can limit this time period to as little as you want, but you cannot extend it beyond one year. If you need another power of attorney after one year, a new power of attorney may be signed.

The parent granting the power can withdraw (revoke) that power at any time, even before the expiration date on

the power of attorney. It is best that the withdrawal be in writing. A form called Revocation of Power of Attorney is attached. If you are a parent withdrawing the power, be sure to fill out the revocation form and deliver it to the person to whom you granted the power and to those people or organizations to whom you gave a copy of the delegation form. The withdrawal is effective immediately upon delivery.

# DECLARATION OF APPLICANT AND PARENT/LEGAL GUARDIAN

## We submit the Application to UTP and and Fairmont Private Schools and confirm the following:

1. We understand that we must pay tuition and mandatory fees to UTP the first Academic Year that the applicant attends Fairmont Private Schools. Reenrollment deposits and tuition for consecutive years are paid directly to Fairmont Private Schools. We understand that in order to apply to Fairmont Private Schools, we were not required by UTP or Fairmont Private Schools to use the services of a representative agency. However, in the event that we have used a representative agency to submit the Application, we acknowledge that we have given this agency permission to represent us in all matters associated with the Application and the applicant's enrollment at Fairmont Private Schools.
2. We understand the study programs offered at Fairmont Private Schools for international students include Diploma, IB and Exchange Programs. We understand the consequences if we do not follow the aforementioned guidelines regarding these study programs, including program changes, cancellations, misrepresentation and Form I-20 issuance.
3. We understand that we must pay tuition and mandatory fees to UTP for the first Academic year and Fairmont Private Schools for each subsequent year the applicant attends Fairmont Private Schools.
4. We understand that an initial payment is made to UTP in the form of a deposit for the applicant to receive a Form I-20 and to secure the applicant a spot at Fairmont Private Schools, that this deposit will be credited against the tuition and mandatory fees due for the applicant before he/she starts at Fairmont Private Schools, and that the balance of such tuition and mandatory fees shall be due to UTP before the applicant's arrival in the United States.
5. We understand the consequences of late payments, including the inability to register the applicant at Fairmont Private Schools and/or the cancellation of the applicant's Form I-20.
6. We understand the mandatory insurance, deposit, payment plan options and refund and cancellation policies as outlined in the Terms & Conditions.
7. We understand the general behavioral codes of conduct for Fairmont Private Schools students, host families and UTP.
8. We understand our obligations to abide by all State of California law, the federal laws of the United States, and all other applicable law.
9. We agree to abide by all of the Terms & Conditions outlined above.

Parent/Guardian Name (Printed)	Date
Signature of Parent/Guardian	Date

## AUTHORIZATION TO TREAT A MINOR

I (we) the undersigned parent(s) or legal guardian of \_\_\_\_\_ [Full printed name of minor], a minor, do hereby authorize, consent to, and give permission to medical personnel selected by the adult leader in charge, to hospitalize, secure anesthesia, x-ray examination, dental, medical or surgical treatment for such minor, and agree to pay for such services. This authorization is given pursuant to California Family Code §6910, and is intended to constitute such authorization as may be necessary or required in any jurisdiction with in which this Authorization may be presented.

Parent/Guardian Name (Printed)	Date
Signature of Parent/Guardian	Date