

## A & L Royal Academy Homestay Parent Agreement

*Note: This policy is subject to change at any time. Please check all A & L Royal Academy Policies on a regular basis for updates.*



You have made a great choice to apply to host an international student on a short-term homestay arrangement (**Homestay**), an experience we know to be uniquely rewarding and enriching for every member of the Homestay family.

This Homestay Parent Agreement governs your relationship with ALRA in relation to every Homestay and any supply of Services to Homestay Parents by ALRA. By applying to be a Homestay Parent, you agree to be bound by the terms and conditions of this Homestay Parent Agreement. It is your responsibility to

ensure that any person who may be a Homestay Parent in connection with your Home receives adequate and timely notice of the terms and conditions of this Homestay Parent Agreement and their obligations under it.

**In this Homestay Parent Agreement, when we say:**

**Eligibility Criteria** we mean the Homestay Parent eligibility criteria described at clause 1.1;

**Fees** we mean the fees payable to A & L Royal Academy for the Services as notified by A & L Royal Academy in writing from time to time, and any other costs or charges as agreed or required by law, including GST;

**Guest** we mean any international student placed with you in a Homestay by ALRA;

**Home** we mean the residential address and premises identified on your application form or otherwise as notified to ALRA from time to time in which a Homestay is or may be conducted;

**Homestay Parent** we mean you and any other applicant named on your application form and registered by ALRA as a Homestay Parent, as well as any other person over the age of 18 years residing in your Home during a Homestay (excluding Guests);

**Policies** we mean the Homestay Policy, the Refund Policy, and any other policy notified to you by ALRA from time to time, all of which form part of this Homestay Parent Agreement (but the terms herein will take precedence to the extent of any inconsistency); and

**Services** we mean the services identified in clause 2.1 and provided to Homestay Parents by ALRA in accordance with this Homestay Parent Agreement.

## **1 Eligibility & Registration**

### 1.1 All Homestay Parents must:

- a) be a legally competent person over 25 years of age (not subject to Guardianship or Administration);
- b) be a Citizen or Permanent Resident of Canada;
- c) have no criminal record and otherwise be a fit and proper person of good reputation and must provide ALRA with a criminal record check with a vulnerable sector search. This is at the cost of the Homestay Parent and is not refundable;
- d) not be bankrupt;
- e) be covered under a satisfactory insurance policy in accordance with clause 6.
- f) adhere to any and all policies and procedures as outlined in the Homestay Agreement

### 1.2 You must notify ALRA immediately if you or any other Homestay Parent ceases to satisfy the Eligibility Criteria. If at any time you or any other applicant or Homestay Parent fail or cease to satisfy the Eligibility Criteria, ALRA reserves the right to reject your application, cancel your registration as Homestay Parents, and immediately suspend or terminate this Homestay Parent Agreement and any Homestay.

### 1.3 Applicants will be accepted and registered as Homestay Parents by ALRA subject to fulfilment of the Eligibility Criteria and otherwise at ALRA's sole discretion. ALRA may cancel a person's registration as a Homestay Parent if they are in breach of this Homestay Parent Agreement or at the request of that person.

## **2 Student Use of House and Amenities**

### 2.1 Students will be welcomed into the home with the spirit that they are new members of the Host Family. They will be invited to partake in family outings and other activities. They must be provided with reasonable use of the house and amenities. The term "reasonable" means that the visiting Student should enjoy the same privileges and opportunities enjoyed by the Host Family's own children of similar age. In short, they will be treated like a member of the extended family. Specifically,

- a) The Student is not responsible for purchasing their own linens, blankets, towels, etc.
- b) The use of family toiletry articles, such as shampoo, soap, etc., is open to Students, but if they have special requests or needs in this area, they must pay for these themselves.
- c) The Student is responsible for all of their own mobile phone costs. If the Student and the host agrees to the Student having their own telephone line, the Student is responsible for all costs incurred including installation and monthly charges.
- d) The use of the family television, Internet, stereo and other such household items is under the control of the Host Parents. If it should become apparent that the Student should be spending more time on study (as reflected in school marks, comments), use of these items may be restricted by the Host Parents.
- e) The Student will be provided basic Internet access at no cost, subject to reasonable limits on data usage.
- f) The Student will be provided with a key to the house (and to their bedroom, if a lock is installed).

- g) The Student will have access to laundry facilities.
  - h) The Student understands that s/he is ultimately responsible for all of his/her own personal entertainment costs and personal supplies, including school stationary supplies.
- 2.2 The Host Family will provide a clean, orderly, pleasant and safe living environment for the Student. The Student must have a private bedroom with natural sunlight, a desk, chair, dresser, closet, night table, lamp, and bed. The Host Family will not enter the Student's bedroom except in emergency circumstances. The Student will not enter the bedrooms of any Host Family members without permission. The Host Family must provide a lock for the Student's bedroom if the Student makes such a request. The Student will provide the primary host with a copy of the key to their bedroom door if this door has a lock fitted.
- 2.3 The Student will have access to a private or shared bathroom that is clean and hygienic with adequate fixtures that are in good repair.
- 2.4 The Host Family will provide the Student with written house rules.
- 2.5 The primary language spoken in the Host Family home will be English.
- 2.6 The Host Family is not responsible for housing the Student's visiting family members (if any) during the course of the year unless otherwise agreed. The Student will not invite visitors/friends into the home to visit or study unless given specific permission to do so by Host Family. The Student will never have visitors/friends stay overnight in their bedroom or elsewhere without prior permission from the Host Family.
- 2.7 The Student will share the same responsibilities to the Host Parents and to the general household as those held by the family's own children of similar age. The Student agrees to follow all house rules regarding behavior, curfews, attendance at meals, etc. and to occasionally share in the performance of household duties normally undertaken by the household's own children.

### **3 Meals**

- 3.1 The Host Family will provide a variety of nutritional, well- balanced meals on a three-meal per day basis. Junk food and dietary supplements are not included within the contractual agreement. Allergenic and diet - sensitive products such as dietary supplements, vitamins, lactose--- intolerant or diabetic replacement foods are the responsibility of the Student to

### **4 Guidance and Supervision**

- 4.1 The Host Family agrees to provide guidance and supervision to the Student consistent with that which would be provided by a careful and prudent parent.

### **5 Guardianship**

- 5.1 Host Parents agree to assume guardianship of any student under 18 years of age. Host Parents must sign a notarized Guardianship letter.

## **6 Police Information Checks**

- 6.1 The Homestay Parents will provide police checks to ALRA for all individuals over the age of 18 living in the home at least once every three years as requested by ALRA and will immediately report to ALRA if any individual in the home is charged with a criminal offence.

## **7 Services**

- 7.1 In exchange for and subject to payment of the Fees, ALRA provides Homestay Parents with the following services:
- a) Guest selection, recommendation and placement;
  - b) Guest payment processing and administration; and
  - c) support, advice, and complaints services
- 7.2 ALRA may, from time to time, offer the Homestay Parent the opportunity to host a Guest in a Homestay. However, all Homestays are arranged on a case-by-case basis and may be subject to acceptance and approval by the Guest or ALRA. ALRA does not warrant or guarantee that Homestay Parents will be provided with the opportunity to participate in a Homestay or Homestays of any minimum number, frequency or duration.
- 7.3 In arranging a Homestay, ALRA will consider the following factors:
- a) the Home must be owned by a Homestay Parent or leased by a Homestay Parent (provided that the Homestay Parents given ALRA written proof of lease covering the period of the Homestay and consent from the landlord to the Homestay);
  - b) the host must be a permanent resident of the home
  - c) the Home must be in good condition and well maintained;
  - d) the Home must be of a sufficient size, with a spare room for the Guest (which must have a door);
  - e) the Home must be close to public transport and/or the educational institution in which the Guest is enrolled; and
  - f) any other factor that ALRA considers relevant.

## **8 Warranties**

- 8.1 ALRA warrants to Homestay Parents that it will provide the Services with all due care and skill, in compliance with applicable laws.
- 8.2 Every Homestay Parent continuously warrants to ALRA that they:
- a) satisfy the Eligibility Criteria;
  - b) will use the Services and conduct themselves during a Homestay in a reasonable, respectful, and responsible manner;
  - c) will comply with the Policies and applicable law at all times; and
  - d) will not, in connection with a Homestay or the Services, do or omit to do anything in a manner that is fraudulent, misleading and/or deceptive, negligent, illegal, immoral, offensive, or reasonably likely to harm or infringe the rights of any person

## **9 Fees & Payment**

- 9.1 The Fees must be paid to ALRA. Hosts must not collect any fees or payments directly from Guests or any other party in respect of the Homestay.
- 9.2 ALRA receives payment from the Student for the Homestay (**Student Payment**) on behalf of the Homestay Parent, and will deduct the Fees from any Student Payment before remitting the remainder amount to the Homestay Parent's nominated bank account via electronic funds transfer within a reasonable time (**Homestay Parent Payment**).
- 9.3 Where a Student fails to pay the Student Payment, ALRA will not be liable for any unpaid Student Payment or Homestay Parent Payment.
- 9.4 If a Homestay Parent terminates a Homestay at any time, the Homestay Parent remains liable for payment in full of the Fees and for any refund or penalty payable by ALRA to the Guest or any third party in accordance with ALRA's Refund Policy, though ALRA may waive this obligation at its sole discretion.
- 9.5 Because of the special nature of the Student/Homestay Parent relationship, and because the philosophy of the International Program is that the Students are to enjoy the privileges and responsibilities of being a "member of the family", the Student will not be charged a separate fee by families in the form of a security or damage deposit, nor any similar fee.
- 9.6 With respect to the Homestay fee, the payment terms are as set out in the schedule attached to this agreement.
- 9.7. Students will be responsible for any outstanding bills, expenses or damages to the home or amenities, which are directly attributable to the Student, including bills or expenses that come to the family following the Student's departure from the homestay.
- 9.8. If a Student remains in the Homestay during a non- academic period other than Winter Break or Spring Break and is not attending or participating in an International Program course then the payment for the Homestay during that period shall be as established by the International Program from time to time.
- 9.9 Students and Homestay parents may not borrow money from, nor lend money to, each other. Financial transactions between Students and Homestay Parents are limited to the Students' paying the home stay fee to the Homestay Parent(s).
- 9.10 Should a damage claim be made by Homestay Parents against a Student, following the Student's departure from the home, Host Families have 14 days from the date of departure to submit copies of receipts for repairs to the Homestay Office. If no receipts are received within that time frame, damage will not be compensated.

Host Families must carry full personal liability insurance of not less than 2 million dollars.

## **10 Confidentiality & Privacy**

- 10.1 Homestay Parents and ALRA agree to keep confidential the terms of this Homestay Parent Agreement and any information or material received in connection with this Homestay Parent Agreement or a Homestay and marked, or reasonably presumed to be, confidential (Confidential Information).
- 10.2 Both Homestay Parents and ALRA agree that they will not disclose any Confidential Information to any third party unless or until it:
- a) is or becomes publicly known through no wrongful act of the receiving party;
  - b) is received from a third party (other than from or on behalf of a Guest, Homestay Parent or ALRA) without restriction and without breach of any confidentiality obligation to the other party;
  - c) is independently developed by the receiving party; or
  - d) is required by law to be disclosed (provided that the other party is given advance notice of, and an opportunity to, contest any such requirement).
- 10.3 ALRA will always handle your personal information and the personal information of Guests in accordance with its Privacy Policy, accessible through the school.
- 10.4 Any personal information of a Guest received by you in connection with a Homestay is Confidential Information for the purposes of clause 5.2. Without limiting clause 5.2, you warrant and agree that you will:
- a) keep Guests' personal information private and confidential;
  - b) only use Guests' personal information for the purpose to which it was provided to you or otherwise with the consent of the Guest; and
  - c) will not disclose Guests' personal information to any person except with the Guests' consent.

## **11 Insurance**

- 11.1 Satisfactory insurance" for the purposes of the Eligibility Criteria means an insurance policy recommended and approved by ALRA.
- 11.2 Homestay Parents who drive students must only use a roadworthy and registered vehicle with additional liability insurance in their name. Motor vehicle accidents and injuries are not covered under the ALRA's insurance policy and should be claimable under your insurance.

## **12 Liability**

- 12.1 All Homestay Parents in your Home are jointly and severally liable for a breach of this Homestay Parent Agreement by any of them.
- 12.2 To the maximum extent permitted by law, ALRA excludes all warranties not expressly provided in this Homestay Parent Agreement and all liability for any loss (including consequential or indirect loss), cost, damage, or claim, however and whenever arising (including due to the act or omission of a Guest or Homestay Parent), suffered by any person in connection with the Services, a Homestay, or this Homestay Parent Agreement.

- 12.3 Nothing in this Homestay Parent Agreement is intended to exclude any consumer guarantee under the Canadian Consumer Law, or term otherwise implied by law, which cannot be excluded. Homestay Parents agree that, to the maximum extent permitted by law, any liability of ALRA in connection with such a guarantee or implied term and in respect of any particular supply of Services is limited (at ALRA's election) to either resupplying those Services or paying the cost of having those Services resupplied.
- 12.4 Subject to clauses 7.1 and 7.2, to the extent that ALRA otherwise has any liability for any loss, cost, damage, or claim arising in connection with the Services, a Homestay, or this Homestay Parent Agreement (including for negligence), ALRA's liability is limited in aggregate to Fees paid or payable in the 12 months immediately preceding the date on which the cause of action accrued.
- 12.5 Homestay Parents continually indemnify ALRA from and against any loss, cost, damage, or claim (including third party claims) suffered or incurred by ALRA in connection with a Homestay Parent's breach of this Homestay Parent Agreement, except to the extent that any such loss, cost, damage, or claim is caused by a negligent act or omission of ALRA.
- 12.6 The Host Family, the parent or guardian and the Student understand that the ALRA does not guarantee the quality of the relationship between the Student and the Host Family or any other relationship. The Host Family assumes any and all risks related to their participation in this program and agree to release and hold harmless A & L Royal School Corporation (aka A & L Royal Academy) its officers, directors, employees, and agents from any and all claims for any injury, loss or damage, including injury, loss or damage caused by their negligent or intentional acts.

### **13 Termination**

- 13.1 A Homestay Parent may terminate a Homestay (before or after commencement) immediately on notice to ALRA if the Guest has committed a theft, damaged property, caused an injury or engaged in violent or threatening behaviour (or any other behaviour which makes any person in the Home feel unsafe) in connection with the Homestay. In such circumstances, ALRA will (or will assist the Homestay Parent to) take all reasonable steps to remove the Guest from the Home, if required.
- 13.2 A Homestay Parent may otherwise terminate a Homestay at any time after the first 4 weeks of the Homestay on 2 weeks' written notice to ALRA.
- 13.3 ALRA may terminate a Homestay (before or after commencement) immediately on notice to a Host if:
- a) a Host fails to satisfy the Eligibility Criteria;
  - b) the Home ceases to meet the requirements identified by ALRA under clause 2.3; or
  - c) ALRA otherwise determines in its sole discretion that it is appropriate to terminate the Homestay immediately in response to a request from a Guest or related party.
- 13.4 Homestay Parents acknowledge and agree that Guests may, after the first 2 weeks of the Homestay, request to terminate a Homestay without having to show cause or reason on 2

weeks' written notice. ALRA will inform the Homestay Parent within a reasonable time of receiving any such request from or on behalf of a Guest, and the Homestay will be terminated effective from the expiration of the notice period.

- 13.5 A Homestay Parent may otherwise notify ALRA of any complaint regarding a Guest or Homestay at any time, and ALRA will use commercially reasonable endeavours to resolve, or assist the Homestay Parent to resolve, the complaint.
- 13.6 The Host Family cannot remove the Student from the home prior to the expiry of the agreed term of the Homestay without the agreement of the ALRA's Director of Student Services. The Host Family will contact the Director of Student Services if the Student is absent from the home unexpectedly, if the Student is missing school without proper cause, or if the Student is behaving in a manner non-compliant with the values and expectations of the Host Family home.

## **14 Inspections**

- 14.1 The Host Family agrees that the premises will be open to inspection on demand on 24 hours notice, or, in the case of emergency, immediately. It is expected that the premises will be inspected at least once per year.

## **15 General**

- 15.1 **No employment:** Nothing in this Host Agreement creates a relationship of joint venture, agency, partnership or employment between any of the parties.
- 15.2 **Assignment:** Homestay Parents cannot assign, transfer, or dispose of their rights or obligations under this Homestay Parent Agreement without the prior written consent of ALRA.
- 15.3 **Variation:** ALRA may vary or update this Homestay Parent Agreement at any time, but we will take reasonable steps to notify you of any changes.
- 15.4 **Notices:** Any notice or demand to be given or made under this Homestay Parent Agreement must be in writing and delivered to that party's nominated address by post, fax, or email (as applicable). Notice is effective on receipt by the addressee.
- 15.5 **Governing law:** The Host Parents agrees that any dispute arising under the interpretation, application or performance of this agreement or in any way arising out of their participation in the International Programs will be resolved in a Saskatchewan Court and they agree that they will not bring proceedings in any other court or jurisdiction and irrevocably attorn to the jurisdiction of Saskatchewan courts.
- 15.6 **Entire agreement:** This Homestay Parent Agreement contains the entire agreement between the parties, and supersedes and replaces any prior representations, negotiations, or agreements in respect of its subject matter.
- 15.7 **Waiver:** Any waiver of a right or remedy under this Homestay Parent Agreement will only be valid if the waiver is given in writing and signed by the party giving the waiver.



15.8 **Severance:** If any provision of this Homestay Parent Agreement is unenforceable, then that provision (or relevant part) may be severed without affecting the enforceability of any other provision.

**Updated** August 2019

**Signing of Agreement**

I agree to abide by the terms of this agreement and the ALRA Homestay Program’s policies and procedures.

\_\_\_\_\_  
Printed Name of Host Parent

\_\_\_\_\_  
Signature of Host Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Host Parent

\_\_\_\_\_  
Signature of Host Parent

\_\_\_\_\_  
Date