

# Contact Canada Educational Services

## **WORKING HOLIDAY VISA HOLDER PARTICIPANT FARMSTAY AGREEMENT – British Columbia**

The following is an Agreement between Contact Canada Ventures Inc. ("Contact Canada") and \_\_\_\_\_, (the "Participant"), under which Contact Canada agrees to provide, and the Participant agrees to accept placement with a Canadian Host Family, under the following terms and conditions:

### **Placement**

1. In the event that Contact Canada finds a Host Family with whom the Participant can be placed, such placement may last anywhere from one day to 3months. The duration of the placement will be agreed upon by the parties prior to placement.
2. Contact Canada will attempt to place the Participant in a farmstay environment that will coincide as closely as possible with what is requested on his/her application form, however, a perfect match cannot be guaranteed.
3. The participant may request a change in host family for personal reasons; however, a placement fee will be charged each time a change is made at the Participant's request. Participants cannot request a change in host family based on religion, race, occupation, or cultural differences.

### **Fee**

4. Upon submitting an application for a host family placement, the Participant will provide Contact Canada with a \$60.00 deposit. This deposit is non-refundable except in cases where a host cannot be found.
5. The Participant shall pay the remaining fees (fees for family, airport pick-up, etc.) to Contact Canada upon acceptance by the Participant of the Host Family arranged by Contact Canada. The entire fee is due in advance of the Participant being placed with the Host Family.

### **Conditions**

6. The Participant will be prepared to work 40 hours per week. The participant understands that daily work schedules can vary dramatically depending on the season, the weather, machinery, animal behaviour, etc..
7. The Participant acknowledges that he/she has read Contact Canada's Farmstay Guide and will abide by the instructions found therein.
8. The Participant shall notify Contact Canada immediately if a difficulty arises between the Participant and the Host Family.
9. The Participant agrees to request permission to use the Host Family's telephone, and will keep calls to a reasonable length of time and shall restrict late night calls after 10 p.m. Any long distance calls should be "collect" or using "time and charges" or a calling card. Participants must pay all outstanding long distance calls made by him/her.

10. The Participant will not smoke in the Host Family's home if they are not smokers, and the Participant will never smoke in his/her bedroom.
11. The Participant recognizes that he/she is expected to take part in the Host Family's daily activities and to participate in general chores shared by the family. The Participant shall respect and follow the Host Family's rules in their home. The Participant is expected to pay his/her expenses when participating in family activities that cost money.

### **Termination**

12. Where a Host Family cancels the placement for reasons unrelated to the Participant's conduct, Contact Canada will attempt to arrange for placement with another Host Family. No additional fee will be charged for the service.
13. Where a Host Family cancels the placement for reasons related to the Participant's conduct, will not be obligated to arrange an alternate placement for the Participant.
14. If the Participant terminates the placement for personal reasons, he/she will give the Host Family and Contact Canada two weeks' advance notice. In the event of such termination, or in the case of termination by the Participant without notice, the Participant may be charged a penalty fee. Contact Canada shall not be obligated to arrange an alternate placement for the Participant in either case.
15. Contact Canada reserves the right to cancel the placement without advance notice, and without refund to the Participant in the following cases:
  - a) where the Participant causes physical or mental harm to members of the Host Family or visitors to the family's home;
  - b) where the Participant causes damage to the Host Family's home or property; or
  - c) where the Participant's conduct is such that continued participation in the homestay or farmstay program is not feasible.
16. Contact Canada reserves the right to terminate this agreement at any time, upon refunding to the Participant the total amount of fees that the Participant paid to Contact Canada. In such case, Contact Canada shall have no further obligation to the Participant.

### **Exclusion of Liability**

17. The Participant understands and acknowledges that Contact Canada must rely to a great extent on the information provided to it by the Hosts. Contact Canada's screening of the Hosts is limited to the information provided by the Hosts in their application process and interviews. While Contact Canada will not knowingly retain as a Host any individual it knows to be inappropriate, but ultimately, the quality of the experience the Participant will receive from the Host cannot be guaranteed.

18. The Participant accepts full risk and responsibility for any injury the Participant may incur, or any damage to the participant's property arising from participation in the farmstay program. The Participant releases and forever discharges Contact Canada, its respective owners, agents and employees, from all actions, causes of actions, suits, claims, or demands whatsoever, that may arise from the Participant's participation in the farmstay program.

**Miscellaneous**

19. The Participant shall secure health insurance for medical emergencies and shall maintain this insurance for the duration of the placement. The Participant consents to the Host Family securing medical treatment for the Participant in the event of illness.
20. The Participant acknowledges that he/she is responsible for making full reparations to the Host Family for any damages to the Host Family's property.
21. The Participant agrees not to refer or recommend anyone directly to the Host Family. Participants who wish to make such recommendations, shall contact Contact Canada directly.
22. Both parties agree that this Agreement shall be interpreted in accordance with the laws of the Province of British Columbia.

**Representation**

23. The Participant represents and warrants that all the information in his/her farmstay application is true and complete to the best of his/her knowledge.
24. The Participant represents and warrants that he/she has read all the points contained in this agreement which is titled PARTICIPANT FARMSTAY AGREEMENT – British Columbia.

DATED at the City of \_\_\_\_\_, in the Province of \_\_\_\_\_,  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Contact Canada

**NOTE: All parties acknowledge that facsimile copies will be treated as originals.**