

Letter of Agreement

BETWEEN RESORT AMERICA AND PARTICIPATING RESORT

This agreement between Resort America and

(referred to as the Resort) sets forth the respective duties of Resort America and the Resort in connection with the placement of specially selected internationals as support staff (referred to as participants) at the Resort under the cultural exchange program administered by Resort America.

SECTION 1— RESPONSIBILITIES OF RESORT AMERICA

1. To process complete applications to the Resort America program except those designated as preplaced applicants, returning staff and independent admissions (see section 2, number 2). To see that applicant interviews are completed (by a Resort America interviewer, or a Resort representative at a Resort Directors' Fair) and to obtain reference letters and assist the Resort with placement of participants;
2. To provide round trip air transatlantic transportation for all participants successfully completing their Resort America contract (exclusive of OT's, see section 8);
3. To make all appropriate visa arrangements for participants;
4. To furnish all participants with literature as an introduction to American culture and where practical, to conduct orientations in the United States and/or overseas;
5. To arrange for transportation of participants in cooperation with the Resort from city of arrival in U.S. to the Resort;
6. To provide medical insurance pursuant to and in all respects governed by Resort America's group insurance policy for each participant, covering payments up to a maximum of \$500,000 for medical treatment in the event of a covered illness or accident; the participant must, however pay the first \$50 of each claim;
7. To require a criminal record check from participants.
8. To require a medical report from participants.

SECTION 2—RESPONSIBILITIES OF THE RESORT

1. To recognize the Resort is participating in a cultural exchange program designated by The United States Department of State with the purpose of improving international relations;
2. To screen all applications, see that applicant interviews are completed and obtain references for applicants who are designated as preplacements, returning staff and independent admissions;
3. To make final selection of the applicant as a participant of the Resort after an independent review and evaluation of the information supplied by Resort America;
4. To correspond with staff before arrival providing Resort literature, job description, uniform requirements and time-off and overtime policies
5. To retain participants for a period of at least 12 weeks (84 days) to begin the day of arrival at the Resort, except in cases of alternative contract or termination by prior agreement with Resort America;
6. To provide Resort orientation including information about Resort rules, work schedules, time-off policies, regulations and education regarding pertinent cultural differences and the definition of, and penalties for, sexual and physical abuse of children;
7. To assign each participant duties consistent with skills and, whenever possible, with expressed desires. To provide competent supervision of the participant's interaction with children and the performance of duties;
8. To provide participants, without cost, housing, meals, uniforms, linen and laundry services during their stay at a Resort, and to reimburse participants promptly for all expenses incurred on behalf of the Resort;
9. To undertake payment of participant's travel expenses within the U.S. to the Resort (refer to section 8);
10. To provide each participant with pocket money, without exception and payment of at least \$200 per week for services performed in excess of the basic 12-week commitment;
11. To provide and encourage interaction between international staff, American staff and Resort customers;
12. To carefully choose participants with the understanding that there is no warranty as to satisfaction or to the compatibility of any particular applicant;
13. To monitor the performance of the participants, to promptly notify Resort America of any problems, and to provide Resort America with written documentation regarding any termination.
14. To ensure compliance with all relevant State Department of Health and State Department of Labor Regulations.
15. To pay all fees in a timely manner in accordance with Section 7 of this agreement.

SECTION 3—RELATIONSHIP BETWEEN RESORT AMERICA, THE RESORT AND PARTICIPANTS

Participants are coming to the United States under contractual agreements with Resort America as participants in a cultural exchange program, and thus are not employees of Resort America. Resort America participants are employees of the Resort, as are all J-1 participants. As the sponsor of this Cultural Exchange-Visitor Program, however, Resort America must, under government regulations, be immediately informed should any serious problems arise between the Resort and participants. Resort America reserves the right to remove participants when there is evidence of threat to their health, welfare or safety.

SECTION 4—RELEASE AND REIMBURSEMENT

The Resort agrees to waive and release all claims against the administrators of the Resort America program (including without limitation the American Institute For Foreign Study, Incorporated, Stamford, Connecticut, and their officers, directors, staff members, employees and agents) for any injury, loss, damage, action, delay or expense incurred by the Resort or any of its personnel or guests as a result of any action of participants. The Resort confirms possession of at least \$1,000,000 in combined single limit (CSL) liability insurance coverage. The Resort will hold the administrators of the Resort America program harmless from any damages or expense (including court costs and legal fees) incurred by them resulting from any injury, loss or damage to any participant during such participant's stay at the Resort.

SECTION 5—CRIMINAL BACKGROUND CHECK

Resort America disclaims any and all liability for any misstatements or omissions contained in the criminal background reports.

SECTION 6—FINANCIAL RESPONSIBILITY OF RESORT

Upon receipt of this signed agreement, Resort America will, at its cost, reserve air transportation to the United States for each of the Resort's participants. The Resort agrees to pay Resort America according to its specified payment schedule and to pay reasonable costs (including attorney's fees) incurred by Resort America in collecting any delinquent amounts owed under this agreement.

SECTION 7— PROGRAM FEES

1. The Resort agrees to abide by the published annual fee and pocket money schedule for the current year in which it selects Resort America staff for employment.
2. SEVIS tracking fees for J-1 participants will be added for each participant selected.
3. Pocket money is for programs up to 12 weeks, after which the Resort agrees to pay participants our published weekly stipend.
4. Airport Tax and Fuel Surcharges: In an environment of volatile fuel prices and levy of airport tax, Resort America reserves the right to pass on these increases to resorts accordingly.
5. A minimum payment of 50% of the Resort America fee per participant is due by June 1.
6. The balance of all fees is due no later than August 1. This includes flight and/or Travel to Resort fees. Any invoicing discrepancies should be submitted in writing prior to August 1.
7. There will be an interest charge of 1.5% per month added to invoices with balances outstanding as of September 1. Interest charges will be treated and collected in the same manner as program fees.
8. As a rule, fees are not pro-rated for late arrivals.

SECTION 8—TRAVEL TO RESORT (TTR)

Own Travel (OT) Reimbursement: OT reimbursement should be either paid in the same manner as pocket money or at the completion of the Resort commitment, and is pro-rated in the same manner as pocket money in the event of early departure from Resort. OT's are to be reimbursed for TTC at the same rate as all other participants arriving at a New York port of entry, regardless of their point of entry in the US. OT rates may vary by country and represent a travel subsidy. They do not affect the overall cost to resort, and will be reflected in the Resort America invoice accordingly. Resort America is not to be held financially liable for premature payment of OT reimbursement.

SECTION 9—OTHER FINANCIAL CONSIDERATIONS

1. Insurance: It is the responsibility of the participating Resort to ensure that all medical claims are filed promptly and deductibles are paid before participants' departure. Resort America will assist when possible to settle disputes between Resorts and participants, however Resort America is not financially responsible for deductibles or other outstanding medical balances.
2. Miscellaneous costs: Participating Resorts are expected to settle all telephone or damage charges, loans, advances, insurance deductibles and other financial matters directly with participants before departure from the Resort. Balances resulting from any of the above are not to be deducted from the Resort America invoice.
3. Medical testing costs: Resorts requiring tuberculosis (TB), hepatitis B or other medical testing of participants must inform participants upon acceptance of the placement, thereby allowing participants ample time to have tests performed in their home country, or acquire appropriate medical records. Resorts who fail to notify participants are expected to pay for testing participants upon arrival in the U.S.
4. Resort America imposes a cancellation penalty for participants "dropped" without valid reason. Please refer to the published annual fee and pocket money schedule for the current year.

SECTION 10—RELEASING PARTICIPANTS

If a participant is released from his/her duties or departs prior to completion of twelve weeks or the Resort season, the Resort will pay fees and pocket money due on a 84-day pro-rata basis. Should there be any disputes, Resort America will be the arbitrator before the participant leaves the Resort.

SECTION 11—RENEWAL POLICY

This agreement will automatically renew annually unless written notice of cancellation is received by Resort America within 30 days of the Resort's receipt of the annual written schedule of program fees from Resort America. Each year, the annual written schedule of program fees shall constitute an addendum to this agreement.

This agreement may be terminated by Resort America sending written notice to the Resort.

RESORT AMERICA:

RESORT NAME: _____

RESORT AMERICA ID#: _____



January 1, 2008

signature of authorized official

date

signature of authorized official

date

Dennis Regan

printed name of authorized official

printed name of authorized official

IF THE RESORT IS OWNED OR OPERATED BY A CORPORATION OR AGENCY, RESORT AMERICA REQUESTS THAT AN AUTHORIZED OFFICIAL EXECUTE THE FOLLOWING GUARANTEE:

full name of corporation/agency

PLEASE LIST ALL RESORT PROPERTIES FOR WHICH THIS LETTER OF AGREEMENT APPLIES:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____

UNDER THIS AGREEMENT:

owner, director or authorized official

title

owner, director or authorized official

title