



American Camp And Work Experience

Seasonal Staffing for the Summer Camp, Leisure and Resort Industries

A Division of Core Consulting Solutions, llc

2010

CULTURAL EXCHANGE AGREEMENT

BETWEEN

AMERICAN CAMP AND WORK EXPERIENCE

A Division of Core Consulting Solutions, llc

AND

_____ (“CAMP”)

Signatures by both parties at the end of this contract is an acknowledgement that Camp agrees to engage ACAWE to help to identify, locate and arrange to have individuals available to provide services to Camp.

Argentina Australia Brazil Bulgaria Canada Chile China Columbia Czech Republic Ecuador
Germany Greece Hungary India Israel Italy Mexico Moldova New Zealand Peru Poland
Romania Serbia Slovakia South Africa Spain Turkey Ukraine United Kingdom

Corporate Office: One International Boulevard, Suite 400, Mahwah, NJ 07495 • Ph: 866.387.2448 • Fax: 703.743.1292

Email: acawe@acawe.com

www.acawe.com

SECTION 1 - OUR PLEDGE TO YOU

1. As a designated "Sponsor" under the U.S. Department of State (the "Department") "Exchange Visitor Program for Camp Counselors" and "Summer Work Travel" programs (the "Programs"), ACAWE agrees to use reasonable efforts to locate or identify individuals from various countries, who will serve as camp personnel based upon a Registration Form that Camp may send to ACAWE from time to time.
2. After identifying an individual who ACAWE believes meets Camp's requirements, ACAWE will submit to Camp information relating to the individual's background and qualifications, and attempt to provide Camp with such other information, including three written references, regarding the individual's qualifications as Camp may require. Once accepted by Camp, ACAWE will provide a Participant Work Order, which will become a part of this contract. An individual for which Camp has accepted a Participant Work Order will hereafter be referred to as "Participant."
3. ACAWE agrees to sponsor Participant under the J-1 Visa Program and assist Participant in acquiring a J-1 Visa (but cannot guarantee receipt of said Visa).
4. ACAWE agrees at its cost and expense to provide each Participant:
 - a. Transportation to the United States and return from Israel, Europe, South America
 - b. A stipend (Unless Camp agrees in writing to pay this directly to Applicant)
 - c. Orientation, including an introduction to American camping and, when provided, material describing their destination Camp.
 - d. 63 days of Basic Health and Accident insurance for illness or accident coverage to the extent required under the terms of the Program. Camp will be responsible for the expense of Basic Health and Accident insurance for illness or accident coverage should the Participant remain in Camp beyond 63 days.
5. ACAWE will arrange for transportation for Participant, in cooperation with and at Camp's expense, from the city of arrival in the US to Camp. For Participants from South Africa, Australia and New Zealand, and Mexico, Camp is responsible for travel from designated airport to Camp. Additional charges may result for the Applicant's transportation from Camp back to the city of arrival in the US, based upon the Applicant's country of origin and/or the Camp's proximity to the Applicant's city of arrival in the US.
6. ACAWE will require a medical report on each Participant.
7. ACAWE will require that each Participant shall provide a Criminal Background Check to CCS as available from their home country.

SECTION 2 - CAMP'S PLEDGE TO ACAWE

1. Camp recognizes that ACAWE has been qualified by the U.S. Department of State as a Sponsor under the Department's "Exchange Visitor Program for Camp Counselors" and "Summer Work Travel" programs and that this is a Cultural Exchange Program.
2. Camp will review information and documentation provided by ACAWE and either interview Applicant or in place of interview by Camp representative, accept interview report provided by ACAWE.
3. Camp shall have the right to communicate with the Applicant solely to determine whether or not the individual will meet Camp's requirements.
4. The Participant Work Order for any individual will be deemed accepted by Camp unless Camp, within 7 days of receipt, notifies ACAWE in writing, that the individual is not accepted by Camp.
5. Once having been accepted by Camp and prior to arrival in the United States, Camp shall provide the Participant with a job description, literature, rules and regulation, and uniform requirements (if required).
6. In accordance with the terms of Participant Work Order, Camp agrees to employ each Participant for a period of up to 63 days, starting on the day of Participant's arrival at Camp. If Camp requires Participant to a) remain more than 63 days, or b) arrive earlier than agreed upon, Camp will pay an additional fee, to be determined depending upon position, directly to the participant, to be negotiated between Camp, Participant and ACAWE.
7. Camp represents and warrants that it is, and during the term of any Participant Work Order will be a member in good standing of the American Camping Association or is or will be affiliated with a nationally recognized non-profit organization.
8. Camp will monitor the performance of Participant and immediately notify ACAWE of any issues and/or problems related to Participant
9. Camp will use its best efforts to have its insurance policy or policies endorsed to include ACAWE as an additional insured. Camp agrees to carry the following insurance:
 - a. Workers Compensation and Employers Liability Insurance in accordance with the applicable laws of the State in which the Participant renders services to Camp, which will include all Exchange Visitors provided to Camp through ACAWE.
 - b. Automotive Liability Insurance coverage for owned or hired automobiles used with a combined single limit of bodily injury and/or property liability not less than \$1,000,000 for each occurrence.
 - c. Comprehensive General Liability Insurance with a combined single limit of bodily injury and/or property liability not less than \$1,000,000 for each occurrence.
 - d. At least \$1,000,000 in combined single limit (CSL) liability insurance coverage.

10. Camp will ensure that all medical claims are filed promptly, prior to Participant's departure from Camp. Camp agrees to settle all telephone, damage, insurance deductible charges, etc., including any loans or advances, directly with Participant before departure from Camp. ACAWE will assist with said settlement when possible; however ACAWE is not financially responsible for deductibles or any outstanding charges.
11. Camp will facilitate the ability of the Participant to apply for and receive a Social Security Card in accordance with the requirements of applicable federal and local statutes.

SECTION 3 – CAMP'S PLEDGE RELATING TO PARTICIPANT

1. Camp, at its expense, agrees to arrange for transportation (and lodging if necessary) for Participant from the port of entry (unless otherwise noted) to Camp's facility. At the end of camp, Camp will assist Participant's departure to a city proximate to Camp.
2. Camp agrees to provide Participant with appropriate housing, meals that are equivalent to the meals provided to campers and other Camp personnel, linens, towels, uniforms (if required) and laundry service, all at no cost to Participant.
3. Camp will provide for Participant's safety and medical attention, permit Participant to use Camp facilities when not in use for Camp activities, and assist with transportation from Camp on days and evenings off.
4. Camp will provide an orientation upon arrival at Camp, which includes information about Camp rules and regulations, and any legal definitions of and penalties for any violation of local, state and federal laws pertaining to contact with children.
5. Camp will assign duties to each Participant consistent with Participant's skills, as agreed and accepted in the Participant Work Order.
6. Camp will encourage and monitor interaction between Participant and other members of Camp community, including campers, American and International staff and will immediately notify ACAWE of any problems relating to Participant's presence at Camp.
7. Camp will ensure that Participant is given at least 1 day off per week or time off pursuant to Camp policy for the rest of the Camp Staff. Camp will also ensure that Support Staff will work a maximum of 10 hours per day and 60 hours per week.
8. Camp will ensure that all policies with regards to all staff will be applicable to Participant without exception except as is appropriate in the differing circumstances of Exchange Visitors, such as the inclusion of laundry service and exemption from fees and charges assessed to non-international staff that would be burdensome to Participant.

SECTION 4 - ACAWE, CAMP AND PARTICIPANT

It is understood by all parties that while all Participants included in ACAWE' J-1 Visa Cultural Exchange Program coming to the United States are under contractual agreement with ACAWE, they are NOT employees of ACAWE, but rather, they are employees of the Camp. As a J-1 Visa Cultural Exchange Program sponsor, however, ACAWE must be informed immediately of any serious issues that arise between the Participants and the Camp, and further, ACAWE reserves the right to remove Participant from the Camp in the event of any threat to their health, welfare or safety.

SECTION 5 – FINANCIAL TERMS

1. Camp agrees to pay ACAWE a deposit of \$1500 for each Participant to be hired, payable on receipt of the Work Order for the Participant.
2. If an individual is not accepted by Camp or if ACAWE is unable to identify a person who meets camp requirements, ACAWE will refund Camp's deposit.
3. If a Participant is terminated, or if a Participant voluntarily terminates employment, ACAWE agrees to refund to Camp a fractional share of the ACAWE fee for a Participant who does not complete service for the dates set forth in a Participant Work Order. The numerator of the fraction shall be the number of days elapsed from the Participant's arrival in Camp through the termination date and the denominator of the fraction shall be 63. The refund will not be greater than the amount paid to ACAWE.
4. In the event that Camp requests ACAWE to make Logistical Arrangements (including but not limited to visa, airfare, health insurance) for a Staff member whom Camp has determined on their own to be appropriate for Camp, Camp agrees to pay all fees in full prior to Staff Member's arrival. Should said Staff member be terminated, ACAWE assumes no responsibility and Camp and is not entitled to any refund.
5. Camp agrees to pay to ACAWE all fees for a Participant as set forth in a Participant Work Order. Final payment is due May 31st. If the fee is not paid as required by Participant Work Order, Camp agrees to pay an additional one and a half (1.5%) percent a month for each month or part thereof for which payment has not been received by ACAWE. Please note that Discounts will only be deducted from final payments made in accordance with contract terms.
6. Our current fee structure reflects contractual fare arrangements with airlines as of September 2009. In the current environment, airlines have reserved the right to periodically increase fares, which may in turn be passed along to Camp.

SECTION 6 – LIMITATIONS/INDEMNIFICATIONS

1. Except as set forth in Section 1, item 2, ACAWE will not be responsible for damages to Camp if a Participant does not complete obligations under a Participant Work Order.
2. Except as set forth in this Agreement, ACAWE makes no representations or warranties, nor does it agree to undertake any promise except to use reasonable efforts to identify individuals to serve as Participants, and to sponsor and arrange for their transportation to the United States.

