



Core Consulting Solutions, Inc

SEASONAL STAFFING FOR THE SUMMER CAMP, LEISURE & RESORT INDUSTRIES

CULTURAL EXCHANGE AGREEMENT

BETWEEN

CORE CONSULTING SOLUTIONS (“CCS”)

AND

_____ (“Company”)

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

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SECTION 1 - OUR PLEDGE TO YOU

1. As a designated "Sponsor" under the U.S. Department of State (the "Department") "Exchange Visitor Program" and "Summer Work Travel" programs (the "Programs"), CCS agrees to use reasonable efforts to locate or identify individuals from various countries, who will serve as temporary seasonal workers based upon a Registration Form that Company may send to CCS from time to time.
2. After identifying an individual who CCS believes meets Company's requirements, CCS will submit to Company information relating to the individual's background and qualifications, and attempt to provide Company with such other information, including three written references, regarding the individual's qualifications as Company may require. Once accepted by Company, CCS will provide a Participant Work Order in the form of Exhibit A. An individual for which Company has accepted a Participant Work Order will hereafter be referred to as "Participant".
3. CCS agrees to sponsor Participants under the J-1 Visa Program and assist Participant in acquiring a J-1 Visa (but cannot guarantee receipt of said Visa).
4. CCS will help arrange for transportation for Participant, from the city of arrival in the US to Company's facility. CCS will strive to have all staff arrive together. However, it may sometimes be necessary to book Participants for arrival on different flights and/or airlines and/or airports. CCS cannot be held responsible for flight cancellations or delays, or expenses that may result from them.
5. CCS will require a medical report on each Participant.
6. CCS will require that each Participant shall provide a Criminal Background Check to CCS as available from their home country.

SECTION 2 - COMPANY'S PLEDGE TO CCS

1. Company recognizes that CCS has been qualified by the U.S. Department of State as a Sponsor under the Department's "Exchange Visitor Program" and "Summer Work Travel" programs and that this is a Cultural Exchange Program.
2. Company will review information and documentation provided by CCS and either interview Applicant or in place of interview by Company representative, accepts interview report provided by CCS.
3. Company shall have the right to communicate with the Applicant solely to determine whether or not the individual will meet Company's requirements.
4. The Participant Work Order for any individual will be deemed accepted by Company unless Company, within 7 days of receipt, notifies CCS in writing, that the individual is not accepted by Company.
5. Once having been accepted by Company and prior to arrival in the United States, Company shall provide the Participant with Company literature, rules and regulation, uniform requirements (if required) and job descriptions(s).
6. In accordance with the terms of Participant Work Order, Company agrees to employ each Participant for a period of at least 84 days, starting on the day of Participant's arrival at Company facility.
7. Company will monitor the performance of Participant and immediately notify CCS of any issues and/or problems related to Participant
8. Company will ensure that all medical claims are filed promptly, prior to Participant's departure from Company's facility.
9. Company agrees to settle all telephone, damage, insurance deductible charges, etc., including any loans or advances, directly with Participant before departure from Company's facility. CCS will assist with said settlement when possible; however CCS is not financially responsible for deductibles or any outstanding charges.
10. Company 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 - COMPANY'S PLEDGE RELATING TO PARTICIPANT

1. Company, at its expense, agrees to arrange for transportation for Participant from the port of entry (unless otherwise noted) to Company's facility.
2. Company (IF APPLICABLE) agrees to provide Participant with appropriate housing and meals that are equivalent to the meals provided to other similar personnel.
3. Company will provide for Participant's safety and medical attention.
4. Company will provide an orientation upon arrival at Company facility, which includes information about Company rules and regulations.

5. Company will train Participant for his/her specific position and assign duties to each Participant consistent with Participant's skills, as agreed and accepted in the Participant Work Order.
6. Company will encourage and monitor interaction between Participant and other members of Company's staff, including American and International staff and will immediately notify CCS of any problems relating to Participant's presence at Company's facility.
7. Company will ensure that Participant is offered at least 2 days off per week or time off pursuant to Company policy for the rest of the Staff serving in similar positions.
8. Company 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 Participants.
9. Company agrees to provide electronic payment of Participant's salary by the Company, using a Payroll/Debit ATM card as arranged by CCS..

SECTION 4 - CCS, COMPANY AND PARTICIPANT

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

SECTION 5 – FINANCIAL TERMS

1. Company agrees to pay CCS an administrative fee TBD for each requested position as identified on a Registration Form.
2. If an individual is not accepted by Company or if CCS is unable to identify a person who meets Company's requirements, CCS will refund Company's administrative fee..
3. Company acknowledges that CCS has arranged with a Stored Value Card provider to provide electronic payment of Participant's salary by the Company, using a Payroll/Debit ATM card. Company also acknowledges that this arrangement will permit CCS to receive direct payment of amount Participant owes for those expenses, if any, CCS advanced on their behalf.

SECTION 6 – LIMITATIONS/INDEMNIFICATIONS

1. **Except as set forth in Section 1, item 2, CCS will not be responsible for damages to Company if a Participant does not complete obligations under a Participant Work Order.**
2. **Except as set forth in this Agreement, CCS 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. In no event shall CCS be liable for lost profits, or for any indirect incidental, consequential, special, punitive, or exemplary damages in connection with this agreement or the transactions contemplated by this agreement, however caused, under any theory of liability. CCS's liability for damages for any claimed breach of a Participant Work Order shall not exceed the amount received by CCS from the Company under the Participant Work Order.**
3. **Company shall indemnify defend and hold harmless CCS against and from all losses, judgments, damages, liabilities, costs or expenses (including but without limitation) attorney's fees and expenses, that CCS may incur resulting from bodily injury or death of any person occasioned through Company's fault or negligence or any judgment which any Participant may obtain against CCS resulting from Company's breach of any of it's obligations under this agreement.**
4. Except for required payments, neither party shall be liable for failure to perform or for delay in performing its obligations to the extent and as long as such failure or delays are due to natural disasters or any cause of terrorism reasonably beyond the control of such party. Any party desiring to invoke the protection of this Section shall promptly notify the other party and shall use reasonable efforts to resume performance of its obligations.
5. CCS disclaims any and all liability for any errors, omissions, or misstatements contained in any Participant's Criminal Background Check.

SECTION 7 – RESTRICTIVE COVENANT

For a period of one (1) year after the end of a Participant's scheduled service under a Participant Work Order, Company agrees that it will not, directly

