

HOMESTAY

STUDENT LETTER OF AGREEMENT 2019-2020

Thank you for your interest in participating in Vancouver Island University's (VIU) Homestay Program (the "Program"). The Program is designed to promote friendship and language learning, and to provide an opportunity for cultural exchange between Canadian families and the international students (the "Student") who attend (VIU) and/or The High School at Vancouver Island University (THS) through encouraging the development of VIU Graduate Attributes.

In our continuing effort to ensure placements are rewarding experiences for you and Host Families, we ask you to confirm your commitment to the principles of the Program through the following agreement. This letter of agreement (the "LOA") sets out the terms and conditions to which you are agreeing and the financial arrangements for participation as a Student in the Program. This LOA can be found at <https://international.viu.ca/homestay/student-letter-agreement-loa>. Participants in the Program are advised to retain a copy of this LOA.

By signing and returning this LOA to the Program office you, and if you are under 19 years of age you and your parent/legal guardian, are confirming that you have read, understand, and agree to comply with, the terms and conditions of this LOA.

AS A STUDENT IN HOMESTAY, I UNDERSTAND AND AGREE THAT:

Program Eligibility

1. A Student may not participate in Program unless:
 - currently enrolled as a full-time international student in good standing at VIU, or THS, as determined by VIU;
 - have paid the deposits and all fees that are due and payable as required;
 - have agreed to the terms and conditions of this LOA by completing the VIU Homestay Student Profile and signing the LOA; and
 - the Program Office has designated a homestay available.
2. A Student must maintain full-time student status at VIU, or THS, to remain eligible to reside in a VIU Homestay, and agree to notify the Program office promptly if there are any changes that would affect eligibility.

Placement and Match Letter

3. The terms of a specific Host Family placement will be set out in the match letter provided to the Student by VIU, which will specify: the arrangement is homestay with or without meals, the student's move-in date and anticipated move-out date, and the homestay fee payable to the Host Family, including whether fees are being paid by VIU on behalf of the Student or the Student or the Student is paying the Host Family directly.
4. The Program will select a Host Family for the Student from those available, based on the information provided on the Student profile and application. The Program cannot guarantee that Student personal preferences will, or can, be met.
5. The Program office cannot accommodate requests for hosts of specific backgrounds, religions, with a specific number or age of children, or any similar characteristics. Students who wish to be a part of the Program must be open-minded to experiencing the cultural diversity of Canada and the local area.
6. Students will be matched only when the completed student profile, applicable homestay fees, and, in some instances, required arrival information to Nanaimo have been submitted to the Program office.
7. Students will receive Host Family Information no earlier than three weeks (15 business days) before the designated Homestay Move-in Date.

Homestay Student Program Handbook and Policies

8. The Student will read and comply with the VIU Homestay Student Handbook. This handbook sets out and details Program expectations and requirements and also provides helpful general information and support resources for Students in the Program. The handbook is an integral part of this LOA. VIU may amend this handbook from time to time, and the most recent version can be viewed online at <https://international.viu.ca/homestay/viu-homestay/peerstay-program-handbook>.
9. The Student will comply with all applicable VIU and THS policies and procedures including, but not limited to, the VIU Student Conduct Code Policy, or the THS Student Code of Conduct, and the VIU Sexual Misconduct Policy, as published and revised by VIU at <https://adm.viu.ca/sexual-violence-and-misconduct>.

Student Arrival and Departure

10. The Host Family will meet and greet the Student at the Student's point of entry to Nanaimo, and drop them off for departure at: the Nanaimo Airport, a BC Ferry Terminal, a bus terminal, float plane terminal, or, in some instances, at VIU's Nanaimo campus, or an affiliated campus in the Nanaimo area.
11. The Student is required to provide their Host Family with their arrival details to Nanaimo for the specified Move-in date indicated on the match letter and on their student profile and application. This information must include all flight numbers. If you are planning to arrive to Nanaimo before the designated Move-in date please contact the Program office at homestay@viu.ca for information regarding pick-up and accommodation options. Please note: Move-in prior to the official Program move-in date is normally not permitted.

Student Use of Host Family House and Amenities

12. Students will be welcomed into the home with the spirit that the student is a new member of the Host family and will be treated like a family member. Specifically, the Host Family will provide the following to the student:
 - reasonable use of the house and amenities as enjoyed by the Host Family's own children of similar age or, if no such children in the Host Family, as appropriate for someone of the student's age as determined by the Host;
 - a clean, orderly, pleasant and safe living environment including a private bedroom (not used for any other purpose such as storage or guest room) with natural sunlight with a window suitable for egress as per the BC Building Code, and a dresser, closet, night table, lamp, bed, and desk or suitable area for quiet study (not required to be in the bedroom);
 - access to a private or shared bathroom that is clean and hygienic with adequate fixtures that are in good repair;
 - bed linens, blankets, towels, etc. for the student's use;
 - use of family articles, such as laundry soap, toilet paper, etc. Student special requests or needs are not included and the student must pay for such items themselves;
 - access to cleaning supplies and instructions on their use to their Students to clean their bedrooms and bathrooms;
 - access to working laundry facilities within the home and clear instructions on usage;
 - basic Wireless Internet access at no cost, subject to reasonable limits on data usage;
 - a key to the house (and to their bedroom, if a lock is installed);
 - where the student is on a "homestay with meals" plan, meals will be provided as outlined in article 15, below;
 - where the student is on a "homestay without meals" plan, the host will provide clean working kitchen facilities (including appliances) for the student to prepare their own meals, as well as clean storage spaces to store and refrigerate their own food;
 - invitation for the student to partake in regular family activities, outings and events which will familiarize the Student with the area, Canadian culture, and provide English language practice;

and on the understanding that the Student is responsible for:

- understanding, seeking clarification, and respecting all household rules, which vary with each Homestay Family;
 - all of their own mobile phone costs and the Host Family is not to include the Student in their family packages or sign contracts for the student;
 - all of the Student's own personal entertainment costs and personal supplies, including school stationery supplies.
 - purchasing their own toiletry articles and personal hygiene items, such as toothpaste, shampoo; and
 - arranging personal insurance coverage for their possessions and belongings. Neither VIU nor the Host Families will be responsible for the replacement of any Student possessions that are lost or damaged.
13. The Host Family is not responsible for housing the student's visiting family members (if any) unless otherwise agreed between the Host Family, the student and the visiting family members. Any arrangement to house visiting family members is a private arrangement by the Host Family and does not involve VIU. Under the Program policies and rules, the student is not to invite visitors/friends into the home to visit or study, or have visitors/friends stay overnight in their bedroom or elsewhere, unless

given specific permission to do so by the Host Family.

14. The Host Family may expect the Student to share the same responsibilities of the Host Family and the general household as those held by the Host Family's children of similar age or, if no such children in the Host Family, as appropriate for someone of the Student's age as determined by the Host. Such responsibilities may include, but are not limited to:

- cleaning and maintaining individual bedroom space;
- Cleaning and maintaining private or shared bathroom space;
- after meal clean up;
- laundry for personal belongings and bed linens; and
- preparation of the Student's own breakfast and lunch with food provided by the Host (not applicable to Students on the "Homestay without Meals" plan).

Meals

15. For all students except those on a "homestay without meals" arrangement, the Host Family will provide a variety of nutritional, well-balanced food, which is accessible in their home so the Student can prepare breakfast and lunch for themselves. When possible Host Families are encouraged, to supply dietary staples from the Student's home country; but junk food, allergenic and diet-sensitive products such as dietary supplements, vitamins, lactose-intolerant or diabetic replacement foods are the responsibility of the Student to purchase. If eating out as a family, the Host Family is responsible for paying for the student's meal.
16. For all students except those on a "homestay without meals" arrangement, the Host Family will provide dinner each night for their Student. Hosts and Students are expected to eat together as a family each night. Host Families are to communicate to their Students what time a Student is to inform the Host Family when they will not be home for dinner.
17. Students participating "homestay without meals" are responsible for:
- purchasing and cooking all of their own meals;
 - discussing food preparation, food storage, and cooking schedules with host family;
 - cleaning their dishes, countertops, appliances, including the stove elements; and
 - discussing cleaning expectations of kitchen and shared spaces with host family.

Homestay Orientation

18. Students in the Program are required to attend a Homestay orientation session. Students will be notified by email with the time and place of the required Homestay orientation. Students who are unable to attend the required orientation must contact the Program office in advance to reschedule.

Household Guidelines

19. The Host Family agrees to provide guidance and supervision to the student that is careful, prudent and consistent with the student's age recognizing that the Host Family is neither the custodians nor legal guardians for any Student.
20. The Host Family will provide the Student with household rules and home orientation. The Student will be requested by the Program office to complete the Homestay Homework with the Host Family, which is available online at <https://international.viu.ca/homestay/form/viu-student-ho>. The Student agrees to respect all household rules, which vary with each Homestay Family. The Student also agrees to seek clarity on any household rules they do not understand.
21. In addition to the household rules, the Student agrees to the following Program rules, which apply to all Homestay Students:
- Abide by the laws of Canada and British Columbia;
 - Not smoke or vape tobacco or cannabis inside the Host Family's home at any time. If the student is a smoker/vaper the Student must discuss with the Host Family if there are areas outside of the home where smoking/vaping is permitted. If the Host Family does not permit smoking or vaping anywhere on their property, the Student agrees to respect this additional household rule;
 - Not use or possess illegal substances; and
 - Not engage in sexual intercourse in the Host Family home.

Student- Host Communication

22. After receiving their Host Family contact information, Students are required to send a personal email of introduction to their Hosts describing themselves and their hobbies.
23. Students are expected to join their Host Family for dinner and participate in some of their Host Family's activities. This will enable Students to practice their English skills and gain a greater understanding of Canadian culture.
24. Students are asked to speak directly to their Host Family if they have a homestay problem. If a resolution to the problem cannot be found, Students are encouraged to talk to the Program office staff about the situation. The VIU Homestay office can be reached through Reception, on the 2nd floor of the Centre for International Education (Building 255).
25. Students must tell the Host Family in advance if the Student will be away overnight, as well as leave a telephone number where they can be contacted. For a THS student, appropriate permission from Homestay Family and THS Custodian is required in advance. The THS Student will respect the decision should the answer be "no".
26. Students are to communicate if they will not be home for the evening meal by the deadline requested by the Host Family.

Fee Payment and Financial Arrangements

27. As of March 2019, Program fees for VIU Students in homestay with meals are \$850 for a full calendar month regardless the number of days in the month, or a nightly compensation rate of \$29 for stays under X number of days.
28. Program fees for VIU Students in homestay without meals are \$500 for a full calendar month regardless the number of days in a month, or a nightly compensation rate of \$17 for stays under X number of days
29. Program fees for THS Students are \$925 for a full calendar month regardless the number of days in the month, or a nightly compensation rate of \$32 for stays under X number of days.
30. If a Student's approved move-in date is less than or equal to X days before the 1st of the calendar month,, the Host Family will be compensated at the nightly rate. If a Student's approved move-in date is more than X days before the 1st of the calendar month the Host Family will be compensated for the entire calendar month.
31. As part of the application to the Program the Student will be charged a \$250 application fee, which is non-refundable, plus a deposit, which is refundable in most cases at the end of the Program (see Cancellation and Refunds section below)
32. Students who participate in the Program for longer than 1 academic year from their original move-in date will be charged a re-registration fee of \$50 each academic year.
33. In addition to the non-refundable application fee and the deposit, the Student is required to pay fees for the first 2 months to VIU to secure their placement. VIU will then pay the first 2 months' fees directly to the Host family on the Student's behalf until the monies have been paid out. The Student will be responsible for paying fees for the third month, and thereafter, as per the Fee Schedule provided by the Program office with the original match letter.
34. In cases where the Student has paid VIU all of the Homestay fees in advance for the duration of the Homestay term (example: participants of group programs and THS), VIU will be responsible for paying the Host Family on a monthly basis as indicated in the Fee Schedule provided by the Program in the match letter.
35. Completed student applications, and information requested pertinent to student placement such as requested arrival details are due by 4pm PST on the specified date by VIU. Forms and/or information received after 4pm PST on the specified date are subject to an administrative fee of \$100. This fee will be applied against the Student's deposit.
36. The Student is financially responsible for any and all damages they cause to the Homestay property. The Student agrees to abide by the decisions of the Program Manager and/or Coordinator with respect to resolution of disagreements or disputes between the student and VIU, including damage claims and other financial settlements.
37. If a Student is removed from classes at VIU or THS due to inappropriate conduct, and is therefore no longer eligible for the Program, the Student is responsible to pay the balance of the calendar Month, to ensure sufficient notice to the Host Family.
38. Students who request to delay their scheduled move-in date with less than 10 calendar days' notice from the original scheduled move-in date, are responsible to pay all based on the originally scheduled move-in date.

Termination of LOA and/or Changes to Placements

39. a) The Host Family and/or Student cannot terminate the Program placement before the end of the agreed term of the Program, as set out in the applicable match letter, without the prior approval of the Program Coordinator or Manager.

Such requests normally require a minimum of 30 days' written notice and must be submitted using the Program's Moving Notification Form.

- b) Lack of 30 days' written notice for termination by the Host Family will mean that the Host Family may be required to reimburse VIU or the Student may be required to pay appropriate fees regardless if the Student stays in the Host Family home for the full 30 days.

40. a) This Agreement may be terminated by VIU if:

- The Student does not pay any of the application fees, deposit, or applicable homestay fees on or before the indicated deadlines;
- The offer of accommodation to the Student was made by VIU based on incorrect information from the Student, or an error in assessing the Student's original eligibility for the Program, or the Student's eligibility changed prior to the start of, or during, the placement;
- The Student does not move-in to the assigned Homestay within 5 days of the designated Move-in Day;
- The Student abandons the Homestay home without notice;
- This LOA is breached or, in the opinion of VIU, the homestay environment is for any reason no longer suitable. These circumstances include, but are not limited to, violations of this LOA; allegations or evidence of sexual misconduct, violence or threats of violence, or personal harassment or discrimination; theft or intentional damages to property; abuse of alcohol and other legal substances; possession and/or use of illegal drugs.
- If the Student conduct is non-compliant with the values and expectations of the Program. Inappropriate behaviour includes, but are not limited to: abuse of alcohol or other legal substances, possession of illegal drugs or paraphernalia, sexual relations or sexual misconduct in the home, theft, and/or wilful damage.

- b) Immediate removal by Program Coordinator/Manager will mean that the Host Family may be required to reimburse VIU or the Student may be required to pay appropriate fees regardless if the Student stays in the Host Family home for the full 30 days.

41. If the Program Manager decides it is in the best interest of the Student and/or the Host Family to move a Student, the Program Manager will determine the payment for the month in which the Student moves.

42. Students may be transferred between homestay homes at any time at the discretion of the Program.

43. If the Student is unsatisfied with any decisions of the Program Manager to terminate or change the placement, the Student can request to meet with the VIU Director International Student Services to discuss their case and review the decision.

Alcohol and Cannabis Use Information

44. Concerning the storage and use of legal substances, the Student is aware that:

- The Host Family may keep legal substances such as liquor, cannabis, tobacco, and/or medical prescriptions in the home for their personal use, and must ensure that they are not accessible to the student;
- Abuse of alcohol and cannabis is not permitted by any participant of the Program. The Student or Host Family will be terminated from the Program if alcohol/cannabis is abused; and
- Students who are of legal age (19 years old or older as of March 2019) and choose to drink alcohol or use cannabis may be asked to do so away from the home, including off the physical property surrounding the home

Cancellations and Refunds

Prior to Scheduled Move-in Date

45. Students who cancel eleven (11) days or more in advance of their scheduled move-in date will receive a full refund minus the non-refundable application fee, and any applicable administrative fees.

46. Students who cancel ten (10) days or less in advance of their scheduled move-in date will receive a full refund minus the non-refundable application fee PLUS a \$200 cancellation fee. Where cancellation is due to a legitimate and documented visa refusal, students will be assessed a \$100 cancellation fee (document verification required).

After Scheduled Move-in Date

47. If a student cancels or VIU terminates the agreement on or after their originally scheduled move-in date, the Student will be required to pay for one month's Homestay fees,

48. Upon the expiry, or earlier termination of this LOA, the Student may be entitled to a refund of deposits and other fees paid under this LOA. Any amount refunded is paid without interest less outstanding charges and administration fees due by the Student. The refund will be made if necessary by cheque or wire transfer. It is the Student's responsibility to submit their Moving Notification Form, update address on student record, and ensure wire transfer form is submitted to the Program office. Deposit refunds are processed once appropriate documentation is received and can take up to six (6) to eight (8) weeks for processing.
49. The refundable deposit may not be returned in full, if (but not limited to):
- Student has not given 30 days' notice in writing (Moving Notification Form);
 - There are cleaning costs or damages in the home as a result of Student conduct; and/or
 - There are other outstanding bills, VIU tuition or VIU fees owing, which may then be deducted from homestay deposit prior to any refund.

Role of the Emergency Contact and Protection of Privacy

50. As part of the Program application process, Students are required to identify emergency contacts. It is strongly recommended that these contacts be the parents or legal guardians of the Student. By providing this information, the Student provides consent that VIU may contact the emergency contacts at any time and for any purpose including, and without limitation, to advise of any accident, serious illness, or injury and/or any situation where the Student may cause harm to themselves or to another person, or any default by the Student under this Agreement.
51. In the event that there is a concern for risk of safety to the Student, or others, the Program office staff may share information with another VIU host family in order to place the Student in an appropriate alternate accommodation. This is in accordance with British Columbia Freedom of Information and Protection of Privacy guidelines.
52. Personal information about a Student in the possession of VIU is bound by the British Columbia Freedom of Information and Protection of Privacy Act and will not be released to persons outside VIU administration, including parents or guardians, family members or friends, and affiliated agents without the Student's written consent, unless permitted or required by law.

Damages

53. The Student understands that Host Families may hold students responsible for any outstanding bills, expenses or damages to the home or amenities, which are directly attributable to the student and excluding normal wear and tear, including bills or expenses that come to the family following the student's departure from the homestay.

Liability Exclusions

54. VIU does not guarantee the quality of the relationship between the Student and the Host Family or any other relationship.
55. The Program office will work hard to help monitor placements, students, and hosts, but there can be no guarantee of security for the participants. The Student assumes any and all risks related to the participation in this Program and agrees to release and hold harmless Vancouver Island University, The High School at VIU, and their respective governors, officers, directors, employees, and agents (collectively, the "Releasees") from any and all claims for any injury, loss or damage, including injury, loss or damage caused by the negligent or intentional acts of the Releasees.

Governing Law

56. The Student agrees that this LOA will be governed by the laws of the Province of British Columbia and any dispute in any way arising out of their participation in the Program will be resolved in a British Columbia court.

I have read, understood, and agree to be bound by the Vancouver Island University Homestay Student Letter of Agreement 2019-2020 of items 1 through 56.

Student First Name (please print)

Last Name (please print)

VIU Student No.

Student Signature

Date

For applicants under the age of 19:

I am the parent or guardian of the Student named above. I acknowledge that the Student and I have read, understood and agree to be bound by this Homestay Student Letter of Agreement. I understand and agree that as the Student is a mature student that the University will deal directly with the Student in carrying out this Homestay Letter of Agreement in accordance with its terms.

Name of Parent/Legal Guardian (please print)

Signature of Parent/Legal Guardian

Date