



All Seasons FSI Ventures Inc.

Homestay Conduct

This agreement, including all Exhibits, (the “Agreement”), is made and entered into as of the _____ day of the month of 2007 (“Effective Date”), by and between All Seasons (FSI) Ventures Inc (“All Seasons”), having its principal place of business at #400 905 W. Pender Street, Vancouver BC, Canada, and _____ (“agent”).

The purpose of this Agreement is to set forth the mutually agreeable terms and conditions under which All Seasons with a host family (“Hosts”). In exchange for the mutual promises and covenants contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF THE AGREEMENT.** The term of this Agreement will begin on the Effective Date and will continue in effect until the home stay is complete or the Agreement is terminated by either party as set forth in paragraph “4.b) Termination”, whichever is earlier.
2. **RESPONSIBILITIES OF STUDENTS**
 - a) The Student fully indemnifies All Seasons for any claim arising from the Hosts’ conduct as set forth in “Guidelines for Host Families.”
 - b) The Student shall discuss with the Hosts upon arrival, or as soon as thereafter as possible, the particular terms and expectations between them, which shall include, but is not limited to, the topics set forth in the “Sample of Guidelines for Host Families”.
 - c) The Student will take good care of the Hosts’ home, including all furniture and appliances. The student will be financially responsible for the costs of all repairs resulting from the student’s stay in the house.
 - d) The Student understands that the Hosts are not required to provide transportation and that the residence is located within bus line. The Student

Suite 400, 905 W. Pender St. Vancouver, BC V6C 1L6 CANADA

Tel : 604 688 9398 Fax : 604 688 9367

Email : asia@aseasons.com URL : <http://www.aseasons.com>



All Seasons FSI Ventures Inc.

will not borrow vehicles from the Hosts unless specific arrangements have been made with the Hosts. The Student understands that All Seasons will not become involved in any disputes or problems that arise from the lending, purchasing, or rental of vehicles. The Student understands that All Seasons will not be responsible for any financial compensation or resolution of car problems or accidents.

- e) The Student will not have any guests or family members stay overnight in the host home; this includes the time of the student's arrival.
- f) The Student understands that Canada, the U.S., Australia, and New Zealand are multi-ethnic countries and that All Seasons does not place students based on ethnicity. Ethnic groups within Canada, the U.S., Australia, and New Zealand includes, but is not limited to: Caucasian, Asian, Pacific Islander, Native America, African American, and Hispanic. A host family may include those from one or more of these ethnic groups.
- g) The Student understands that the Hosts may terminate the housing agreement at any time and ask the student to leave immediately at the Student's expense if any of the household rules are violated or if the student violates the "Student Code of Conduct". If the Hosts terminate the housing agreement, All Seasons will not seek alternative housing for the Student. The student understands that All Seasons will consider the student's requests in placing students but All Seasons makes no promises or guarantees that All Seasons will be able to comply with the requests.
- h) The Student understands that the student if they wish to change their current hostfamily due to the student's personal preferences will be subjected to \$150 replacement fee.
- i) The Students understands that All Seasons will select a hostfamily according to the Students' request, however, is aware that there is a possibility that the Students' request will not be fulfilled.



All Seasons FSI Ventures Inc.

3. RESPONSIBILITIES OF HOSTS

The Hosts shall provide a private bedroom for the Student (except special requests). The Hosts will provide the Student with three (3) meals a day, including a lunch pack. The Hosts are not obligated to prepare special meals (except lists former) for the Student, provide housekeeping services, or entertain the Student.

4. OTHER

- a) **Independent Contractor.** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of, or with, the other and neither party has the right or authority to assume or create any obligation on behalf of the other party.
- b) **Termination.** If either party is in material breach of this Agreement, the other party shall notify the breaching party in writing, specifying the nature of the breach and may immediately terminate this Agreement by providing the breaching party with a written "Final Notice of Termination". Termination of this Agreement shall not relieve the Student's obligation to pay all fees incurred prior to any termination and due and owing hereunder.
- c) **Warranty and Remedies.** THE STUDENT WARRANTS THAT: 1) THE INFORMATION PROVIDED ON THE APPLICATION IS TRUE AND ACCURATE; 2) THE STUDENT HAS NOT COMMITTED ANY SEXUAL OFFENSES; 3) THE STUDENT HAS NOT BEEN CONVICTED OF ANY CRIME. ALL SEASONS WARRANTS THAT: 1) IT WILL REVIEW THE APPLICATION SUBMITTED BY THE INTERNATIONAL STUDENT; 2) IT WILL TAKE INTO CONSIDERATION ALL REQUESTS MADE BY STUDENTS WHEN PLACING STUDENTS; 3) THE HOSTS HAVE SIGNED "GUIDELINES FOR HOSTS FAMILIES" PRIOR TO STUDENT PLACEMENT. THE PARTIES MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OTHER THAN THE WARRANTIES



All Seasons FSI Ventures Inc.

EXPRESSLY SET FORTH IN THIS SECTION.

- d) **Limitation of Liability.** IN NO EVENT SHALL ALL SEASONS HAVE ANY LIABILITY TO THE STUDENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT ALL SEASONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, ALL SEASONS SHALL NOT BE NAMED AS A PARTY, CALLED A WITNESS, OR SERVED DISCOVERY REQUESTS IN ANY DISPUTE BETWEEN THE STUDENT AND HOST REGARDING THE FINANCIAL DEALINGS BETWEEN THE STUDENT AND HOSTS.
- e) **Indemnification.** THE STUDENT UNDERSTANDS THAT THE HOSTS ARE NOT EMPLOYEES OR AGENTS OF ALL SEASONS AND THAT ALL SEASONS CANNOT CONTROL THE HOSTS' BEHAVIOR. THE STUDENT UNDERSTANDS THAT THE INFORMATION PROVIDED BY ALL SEASONS REGARDING THE HOSTS IS NOT A PERFECT PREDICTOR OF HOW THE HOSTS WILL ACT IN THE FUTURE. STUDENT ASSUMES ALL RISK ASSOCIATED WITH INJURY OR LOSS ARISING FROM THE BEHAVIOR OF THE HOSTS. THE STUDENT RELEASES ALL SEASONS AND THE HOSTS OF ANY LIABILITY FOR ANY CLAIM OF INJURY, DEATH, PROPERTY DAMAGE OR OTHER LOSS. THE STUDENT WILL NOT INSTITUTE A CLAIM AGAINST ALL SEASONS AND WILL RELEASE AND HOLD ALL SEASONS FOREVER HARMLESS FOR ANY AND ALL CLAIMS ARISING FROM THE BEHAVIOR OF THE HOSTS.
- f) **Supervision for clients under 15 years old.** Clients under the age of 15 are required to enroll in Supervision program. Following is the fee schedule for the Supervision program.
- Supervision up to 2 weeks : \$300
- Every additional week : \$100
- Supervision fee is only applied to the clients who are staying up to 4 weeks.



All Seasons FSI Ventures Inc.

5. GENERAL CONTRACTUAL PROVISIONS.

This Agreement is the complete and exclusive statement between the parties regarding the subject matter of this Agreement. All notices must be in writing. Any modification to the terms and conditions of this Agreement must be in writing and by all parties. If any dispute arises, the prevailing party shall be entitled to receive reasonable attorney's fees and costs, in addition to any other relief it may be awarded. The Section heading used in this Agreement are for convenience reference only and will not limit or extend the meaning of any provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force. The waiver by either party or breaching of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. This Agreement or any interests therein shall not be assigned by either party without the prior express written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.