

**This is a legal contract. Read it carefully before signing it.**

**HOST AGREEMENT**

(Must be signed by both spouses)



This Host Agreement (“Agreement”) dated \_\_\_\_\_ is between the Phoenix Sister Cities (“PSC”) and \_\_\_\_\_ (and \_\_\_\_\_) (“Host”).

In consideration for PSC’s efforts in facilitating a cultural exchange opportunity in which I will have the opportunity to host a youth in my home from a Sister City, and my son or daughter may have the opportunity to travel to a Sister City, I hereby acknowledge and agree to the Terms and Conditions below.

This agreement and any related riders and addenda shall not become effective unless and until I have received a separate written notice advising me that I have been selected to serve as a YAEP host.

I have read and initialed the Release of Liability in Section 9 of this Agreement, and I have read and signed the attached Alcohol and Controlled Substance Rider.

[If only one signature is provided] I represent and warrant that I am not married, and that if I have a child participating in the program, I am the sole parent or guardian of that child. This representation and warranty will survive the termination of this agreement.

\_\_\_\_\_  
Host Signature

\_\_\_\_\_  
Host Signature

**TERMS AND CONDITIONS**

1. **Background.** I have agreed to participate in the PSC Youth Ambassador Exchange Program (the “YAEP”), in which I will allow a youth from a Phoenix Sister City (“Guest”) to stay with me and others in my household for approximately three weeks. To ensure full and safe participation for me, my family and Guest, I enter into this Agreement.

2. **Host’s Responsibilities.**

I acknowledge that the YAEP is based on an exchange host family system. I confirm that I (and each of us) for myself, and on behalf of every member of our household, am committed to and am able to host a Guest for approximately three weeks during this upcoming summer, on a schedule to be determined by PSC. I acknowledge that hosting includes but is not limited to providing lodging, meals and transportation to and from YAEP-sponsored events for Guest. I am willing to accept a Guest into my home who may be of another race, religious preference or sexual orientation, who may have only minimal ability with our language, and who may have customs with which I am unfamiliar.

I agree that I will take Guest out of the Phoenix Metropolitan area only if a) it is in connection with a YAEP-

sponsored activity; or b) I have the express consent of PSC and such travel conforms with YAEP rules for out of town travel with Guests.

I and other members of my household understand that we are representing the City of Phoenix and will act accordingly. To that end, I agree that I will make a concerted effort a) to ensure that Guest’s stay in my home is a positive and memorable experience; and b) to cause other members of my household to make a similar effort. I understand that failure to do so may result in my dismissal from the YAEP.

3. **Conduct.** I agree that I will be legally responsible for a) the safety and conduct of all attendees of any gathering I host in my home attended by YAEP participants, regardless of whether such gathering is YAEP sponsored or related, including their compliance with all laws and YAEP rules; b) knowing the whereabouts of Guest at all times; and c) Guest’s safety and compliance with laws and YAEP rules. Additionally, if I invite any person who is not a YAEP participant to any gathering attended by YAEP participants, regardless of whether such gathering is YAEP sponsored or related, I will ensure that such person abides by all applicable laws, the Code of Conduct and any additional rules as established by PSC from time to time.

4. **Expenses.** I acknowledge that I am responsible for expenses incurred in providing Guest's lodging, meals and transportation.

5. **Medical Care.** In the event that Guest requires emergency medical care during his/her stay with me, I will, to the best of my ability, ensure that Guest receives timely emergency medical treatment. I will advise PSC of the situation as quickly as possible. In the event that Guest requires non-emergency medical care during his or her stay with me, I will notify PSC as soon as possible and PSC will make arrangements for Guest to receive medical care.

6. **Insurance.** I acknowledge that I have automobile insurance for all of my vehicles in which Guest may ride and that I have homeowner's or renter's insurance for the home in which Guest will be staying. I acknowledge that in accordance with these policies, my insurance will provide primary coverage in the event of an occurrence that relates to my hosting of Guest. I agree to provide PSC with proof of this insurance by providing either a) a certificate from the insurance company evidencing coverage; or b) a copies of the declaration pages from such insurance policies.

7. **Personal Information.** I acknowledge and agree that PSC may disclose my entire YAEP application to Guest, to Guest's family and to PSC's counterpart organization in my Sister City, and that PSC may further disclose my name and the names of others living in my household, as well as our address(es), email address(es) and telephone number(s) to current and future participants in the YAEP. Additionally, I acknowledge and agree that I, and/or anyone in my household, may be photographed or recorded during our participation in YAEP activities and I/we give PSC all right, title and interest in such photographs, and the right to publish our names and likenesses in connection with published materials, promotions and public relations on behalf of the YAEP and/or PSC. I understand that PSC will only use our likenesses to further the cultural exchange mission of the YAEP. I hereby grant PSC, its successors, and those acting with its authority and permission the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and to use, re-use, publish and re-publish pictures of me and/or anyone in my household, or in which we may be included, in whole or in part, whether clear, distorted or altered, and reproductions of such pictures, through any medium, for illustration, promotion, art, editorial, advertising or other legal purpose. I also consent to any printed matter used in conjunction with such images. I waive any right to review or pre-approve any such use, and I hereby release and agree to hold PSC,

it successors, and those acting with its authority and permission harmless from any liability for use of such images or due to alteration, distortion, optical illusion or composition, whether intentional or otherwise.

8. **Consent to Criminal Background Check.** I acknowledge and agree that PSC may run a criminal background check on me and others in my household who are of age 18 or older. I further agree that PSC may terminate my participation in the YAEP based upon information disclosed by such background check, the determination of which is solely at the discretion of PSC, and is without regard to actions taken in the past with respect to other program participants.

9. **Release of Liability.** In consideration of PSC's undertaking of the responsibilities and liabilities discussed in this agreement, I, on behalf of myself, my heirs and personal representatives, do here now and forever release, discharge, hold harmless and indemnify PSC, the City of Phoenix and their respective agents, volunteers, contractors, subsidiaries, affiliates, successors, shareholders, officers, officials, directors, representatives and employees from any and all liability, claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in the YAEP, including any injuries or death that may result. Furthermore, I agree that PSC will not be liable for any damage or injury to me or my personal property arising from casualty or theft occurring while I am participating in the YAEP. I agree to indemnify PSC and hold it harmless from all claims, costs and expenses arising from injury to me or to my property.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS SECTION IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT AND INITIALING THIS CLAUSE, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR TO ASSERT A CLAIM AGAINST PSC OR THE CITY OF PHOENIX FOR THEIR NEGLIGENCE OR THAT OF ITS AGENTS, CONTRACTORS, VOLUNTEERS, OFFICIALS OR EMPLOYEES. I ACKNOWLEDGE THAT I AM SIGNING THIS FORM FREELY AND VOLUNTARILY, AND I EXPRESSLY INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY ARIZONA LAW.

Initials \_\_\_\_\_

Initials \_\_\_\_\_

**10. Indemnity.** I indemnify PSC against, and will pay on behalf of PSC, Losses in any Proceeding brought as a result of my participation in the YAEP or as a result of my breach of this Agreement. I will indemnify PSC to the full extent authorized or permitted by Arizona law. For purposes of this Section 10:

“Losses” means all expenses (including attorney’s fees), damages, judgments, fines and amounts paid in settlement actually and reasonably incurred by PSC;

“Proceeding” means any threatened, pending or completed civil, criminal, administrative, or investigative action or suit; and

“PSC” means PSC, its employees, agents and volunteers.

**A.Exclusions from Indemnification.** I will not indemnify PSC if liability arises as a result of PSC’s willful misconduct or gross negligence or if Arizona law prohibits indemnification. I am not obligated to indemnify PSC in connection with a Proceeding initiated by PSC unless the Proceeding was authorized or permitted by me or the Proceeding is to enforce right to indemnification under this Agreement.

**B. Notice.** PSC will promptly notify me in writing of a Proceeding and will provide reasonable cooperation and authority to defend or settle the Proceeding.

**C.Settlement.** I am not obligated to reimburse the costs of a settlement unless I have agreed to the settlement.

**D.Offset for Other Payments.** I am not liable to make any payment under this Agreement for a Loss if the Loss is paid on my behalf from insurance or any other source.

**E. Attorney’s fees.** If either I or PSC bring an action to enforce rights or to collect monies due under this Section 10, the prevailing party is entitled to recover reasonable fees and expenses, including attorney’s fees, costs and expenses, incurred in such action.

**11. Default.** I understand that if I fail to fulfill my responsibilities under this Agreement, PSC may a) expel me, and/or any of my children who may be participating in the YAEP, from the YAEP, or issuing any other sanction as PSC determines is appropriate in its sole discretion and without regard to violations by others in the YAEP at any time. In the event I and/or any of my children are expelled from the YAEP, Guest will be reassigned to a new host family and I understand that I will still be financially responsible for Guest for the remainder of his or her stay in Phoenix.

**12. Governing Law; Amendment; Assignment.** This Agreement will be enforced in accordance with Arizona law. This Agreement may be amended only by a writing signed by both parties. This Agreement is not assignable by either party.

**13. Entire Agreement.** This constitutes the entire agreement between me and PSC and supersedes all prior agreements, understandings and representations relating to the same subject matter, whether written or verbal.

**14. Severability.** If a term, provision, covenant, agreement or condition of this Agreement is held to be void, invalid or unenforceable, the same will not affect any other portion of this Agreement and the balance of the Agreement shall remain in full force and effect.

**15. Force Majeure.** PSC will not be liable for any failures in performances due to circumstances beyond its reasonable control which could not be avoided by the exercise of due care.

**16. Number, Gender.** When the context of this Agreement requires, the gender of all words shall be deemed to include both the masculine and the feminine, and the number of all words shall include the singular and plural.



**HOST AGREEMENT  
ALCOHOL & CONTROLLED SUBSTANCE RIDER**



This is a rider to, and is considered to be a part of, the Host Agreement between \_\_\_\_\_ (and \_\_\_\_\_) and Phoenix Sister Cities, dated \_\_\_\_\_. Terms defined there have the same meanings in this Rider.

I understand and agree that the use of alcohol or illegal substances by individuals under the age of twenty-one is not only against the YAEP Code of Conduct, it is against the law. I understand that PSC has a zero tolerance policy with respect to YAEP participants who use alcohol or illegal substances and takes such violations of the law and the Code of Conduct very seriously.

I understand that while I am acting as a YAEP Host, I am responsible for ensuring that the following persons do not use alcohol or an illegal substance while under my direct supervision:

- a) Any of my children who are participating in the YAEP;
- b) Guest; and
- c) Any person who is not at least 21 years old, whether or not a YAEP participant, who attends a gathering at my home, whether or not that gathering is YAEP sponsored or related, that is attended by other YAEP participants.

I also agree to make reasonable efforts to ensure that the above individuals do not use such substances even when they are not under my direct supervision. I understand that, while I may not be in a position to directly control another person's use of such substances, I can fulfill my responsibilities under this Agreement by taking possession of any such substances and asking those individuals using and/or supplying such substances to leave the gathering (without getting behind the wheel of a

vehicle) AS SOON AS I AM AWARE that any use of such substances is taking place at a gathering attended by YAEP participants. If 1) such individuals refuse to do so, 2) I reasonably fear that my asking them to do so will result in violence, or 3) I reasonably believe that such individuals will drive a vehicle while under the influence of alcohol or an illegal substance, I agree to call the police. **I understand that even if my fulfill my responsibilities under this Agreement, I may have different or additional responsibilities under the law.** In all events, I will immediately report any incident involving the use of alcohol or illegal substance by the persons listed above to my PSC contact person whenever I witness such use or learn of it.

**I understand that my failure to fulfill my responsibilities under this Agreement will likely result in my and my child's expulsion from the program.** I acknowledge that whatever action is taken by PSC as a result of such a failure by me will be without regard to actions taken by PSC in respect to failures by others in this situation or in past situations.

I also understand that any Loss that results from such failure is a Loss as defined in Section 10 of the Host Agreement and that I will be responsible for indemnifying PSC for such Losses. **THIS MEANS THAT IF ANY OF THE PERSONS LISTED ABOVE INJURES ANOTHER PERSON OR CAUSES DAMAGE TO PROPERTY BECAUSE THEY ARE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL, I WILL BE HELD RESPONSIBLE FOR ANY LOSSES THAT RESULT!**



Date \_\_\_\_\_

\_\_\_\_\_  
Host Signature

\_\_\_\_\_  
Host Signature