



# WORKAWAY

## INTERNATIONAL

### H2B PROGRAM PORTUGAL ENROLMENT AGREEMENT

Dear Applicant

Thank you for submitting your application to participate in the Workaway International Work Program ("Program"). Workaway International Inc. ("Workaway") appreciates the opportunity to seek potential employment for you in the United States of America ("USA"). As a routine business practice and as a part of this Program, Workaway provides each applicant with an Enrolment Agreement ("Agreement"), for the purpose of educating applicants as to how the program operates and identifying duties and responsibilities during the Program.

#### SECTION I

### GENERAL INFORMATION

This section provides general information about the Program, with the hope that you will gain a better understanding of (1) how the Program operates; (2) Workaway's role in the Program; and (3) what will be expected of you if you receive employment in the USA. The following topics are essential to the Program's operation. Your familiarity with these topics prior to arriving in the USA will assist in the Program's efficient operation.

#### **A. APPLICATION:**

Workaway, upon receipt of your application, will begin the process of evaluating your qualifications for participation in the program. Once determined that you meet the program's qualifications your application will be put forward for consideration with a USA employer(s). If your review results in an offer of employment, you will most likely need to obtain a visa, which will allow you to enter into and temporarily remain in the USA during the Program. Workaway will assist you and your potential employer in obtaining USA approval for non-immigrant employment and, if successful, will assist you in obtaining a visa from the United States Consulate in your area. If your USA employer offers you employment through the Program, you will be required to attend a compulsory pre-departure orientation session. You will also be required to complete various forms and agreements, including a medical examination, police clearance examination, and a Sublease Agreement should you accept to participate in the voluntary housing program as described elsewhere in this document.

#### **B. EMPLOYMENT:**

Because of the uncertain demand for employment in the USA job market, Workaway cannot guarantee that you will be offered employment in the USA. In the event you are selected by an employer, you will be provided with a list of your job responsibilities and other employment concerns specific to your employer. Your failure to fulfil the responsibilities specified may result in the termination of your employment, and subsequent return to your country of residence upon termination.

Your employment in the United States will be full-time, but temporary (seasonal), and the employer guarantees to offer work for hours equal to at least three-fourths of the workdays in each 12-week period of the total employment period. It is important for you to understand that, through the Program, USA employers will be considering you for "at-will" employment, which is common in the USA. "At-will" employees are terminable at the sole discretion of the employer. Workaway International will not be your employer, nor will it be a co-employer.

The relationship between Workaway and your USA employer will be that of an independent contractor, and Workaway shall not be deemed to be a partner, employer, employee, agent, or subcontractor of your USA employer. Workaway's role in these relationships shall be merely that of a recruiter and facilitator of the relationship between the USA employer and its temporary, non-immigrant employees. Your employer will be solely responsible for all employment and employment-related decisions. Therefore, all employment issues and concerns should be addressed with your employer.

When necessary, the employer will provide you at no charge all tools, supplies, and equipment required to perform the job.

#### **C. COMPENSATION:**

During your employment in the United States, you will be required to work at least 80 hours over a two week pay period. In addition, you will receive 1.5 times your regular rate of pay for each hour worked in excess of 40 hours per pay period week. This means that you could work 50 hours in week one and 30 hours in week two. The 10 additional hours worked in week one will be regarded as overtime. A single workweek will be used to compute wages due. You will receive a pay check for the number of hours you actually worked over the two week pay period. All deductions from your pay check required by law will be made. As is true of most other employees in the United States, you will be required to remit USA social security tax, Medicare tax, federal income tax and where applicable, state and/or local income tax. You will be able to claim back the federal, state and local income tax at the end of the season. These taxes will be automatically deducted from each pay check.

Your employer may assign you to work in a capacity in which you are presented with tips from customers. Because your compensation is independent of tips you may receive, you will likely be required by your worksite employer to remit your tips, if any, to the worksite employer.

#### **D. HOUSING:**

You are ultimately responsible for your housing arrangements during your stay in the USA. Workaway has arranged a voluntary housing program available for you during your stay. Should you elect to participate in the voluntary housing option, you will be required to sign a separate Sublease Agreement. Should you select to participate in the housing program you will have a weekly payment based upon the county in which the club is located:

Palm Beach County Clubs \$160.00 per week – All clubs except Martin and Indian River County Clubs  
Martin County Clubs \$140.00 per week – Sailfish Point and Mariner Sands  
Indian River County Clubs \$95.00 per week – Windsor Club

for rent, management services, furniture, linens, cooking and household utensils, telephone, DSL, electricity, water, and sewer. Additionally there is a weekly payment of \$5.00 in Palm Beach and Martin County Clubs and \$10.00 for Indian River Clubs (\$75.00 of which is non-refundable) for security deposit. The purpose of the security deposit is to cover any damages you or your flat mates may cause to the apartment property or to its contents. It is fully refundable at the end of the season should there be no damages. You are responsible to clean and maintain your room and common areas of the apartment. Your apartment will have monthly inspections to verify cleanliness and inspect for damages to the apartment and its contents. Failed apartment inspections will result in disciplinary action that includes increasing your weekly security deposit payment or eviction. You are responsible for all damages. You will be assigned to an apartment with other Program participants, based on the responses provided on your flat-mate request form. Although every effort will be made to honour specific requests and preferences, there is no guarantee that your requests or preferences will be honoured. Workaway may at its discretion, recommend to you and the housing company that you move to another residence or location during your employment. By your signature below, you understand and agree that Workaway may make such recommended adjustments without cause or prior notice.

**NOTE:** The voluntary Workaway housing is optional. If, however, the voluntary Workaway housing option is selected it must be paid for throughout the season regardless of use. If you do not want the voluntary third party housing you must notify Workaway in writing prior to your required pre-departure orientation.

#### **E. DAMAGES TO FACILITIES:**

Upon your departure from the program and at the end of the season your apartment will be inspected by a representative of the rental property and of the furniture rental company to ensure that the apartment and furniture have not been damaged, normal wear and tear excluded. In the event either representative or both determines

that your apartment or its furniture content has been damaged beyond normal wear and tear, the cost of such damages will be divided equally among you and your flat-mates and your share of the damages will be subtracted from your security deposit. Security deposits are refunded during June after all apartments have been closed.

#### **F. COSTS:**

**You are not responsible for any costs in order to participate in the program. However there are certain administrative costs that you may have to bear "out of pocket" which will be reimbursed by either Workaway or by your ultimate employer in the United States**

**PLEASE NOTE: You will be reimbursed in the first workweek for all visa, visa processing, border crossing, and other related fees, including those mandated by the government (excluding passport fees).**

Below please find an itemized list of the administrative costs referenced above:

##### **1. MEDICAL EXAMINATION:**

Applicant will need to undergo a complete medical evaluation which will be paid for by Workaway. This will include a chest x-ray, urine and blood test which will take place prior to departure to the USA.

##### **2. POLICE CLEARANCE EXAMINATION:**

You will undergo a police clearance examination at your final interview. The cost for this examination is approximately €5. You will be responsible to pay this cost directly to the police clearance company. This cost will be fully reimbursed to you by your employer in dollars in the first work week.

##### **3. VISA PROCESSING FEE:**

As discussed in Section IA., Workaway will assist you in completing your visa application. You will be responsible for paying all fees charged by the United States Consulate to process your visa. Generally, there is a visa processing fee. This fee, although subject to change are generally \$190 respectively. This cost approximately (\$190) will be reimbursed to you by your employer in dollars in the first work week.

##### **4. HOUSING EXPENSE:**

Please refer to Section I“D” Above.

##### **5. DAMAGES TO FACILITIES:**

Please refer to Section I“D and E” Above.

#### **G. TRANSPORTATION AND SUBSISTENCE BENEFITS:**

Transportation (including meals and, to the extent necessary, lodging) to the place of employment will be provided, or its cost to you reimbursed, if you complete half of your employment period. Return transportation will be provided if you complete the employment period or if you are dismissed early by the employer.

## SECTION II

### **ACKNOWLEDGEMENT AND REPRESENTATIONS**

In exchange for Workaway's services in recruiting me for possible employment in the United States, I (hereinafter referred to as "Applicant") acknowledge, represent, and agree to the following:

**A. LIMITATION OF LIABILITY:** Applicant releases Workaway (and its officers, directors, employees, agents, and subcontractors) from any and all liability for damages, injuries, fees, costs or expenses, occurring from or arising out of Workaway's recommendation of housing, transportation and furniture usage, and any other services which Workaway may directly or indirectly provide.

**B. GUARDIANSHIP LIABILITY:** Applicant represents that Applicant is at least 18 years old and is not a minor in his or her country of residence. Although Workaway will strive to ensure that Participant has a culturally

educating experience, Workaway does not, by law, effect of this Agreement, or otherwise, assume the role of Applicant's guardian. As such, Applicant agrees that neither Workaway, nor any of its officers, directors, employees or agents shall be deemed to be a guardian, and that Workaway does not owe a fiduciary duty to Applicant. Applicant is solely responsible for his or her physical, financial, mental and emotional well being. Workaway has not represented to Applicant that it will assume a guardianship role.

**C. DRUG TEST:** Applicant will need to pass a drug test prior to departure and upon arrival in the USA. If Applicant does not pass either of these tests he/she will not be eligible for employment. Random drug tests will be done whilst employed in the USA. Should applicant not pass the USA drug test, applicant will be sent home immediately.

**D. MISCELLANEOUS:** This Agreement contains the entire agreement between Workaway and Applicant. Applicant acknowledges that all contemporaneous negotiations and representations leading to the execution of this Agreement have been merged into the terms hereof and shall not be binding unless contained in the written terms of this document. This Agreement may only be amended by another written document signed by both parties. The parties have freely and voluntarily entered into this Agreement. Each party acknowledges that it has read this Agreement and has had the opportunity to have this Agreement fully explained, and that each party understands the words, terms, conditions and legal significance of this Agreement. This Agreement shall be interpreted and governed exclusively by the law of the State of Florida in the USA. The exclusive venue for any action to interpret, enforce or otherwise litigate this Agreement and the obligations contained herein will be Palm Beach County, Florida, USA.

I acknowledge and agree that I have read, understand, and am bound by the terms and conditions of the Agreement.

Applicant Name:\_\_\_\_\_

Applicant Signature:\_\_\_\_\_Date:\_\_\_\_\_2017