

## Independent Placement Participant Terms & Conditions

(revised on 17SEP04)

*Please read this document carefully, and make sure that you understand it fully before you sign it.*

**By signing this document, you are agreeing to the following terms and conditions (“Terms & Conditions”):**

### **You certify that:**

1. The information provided on your application is complete and accurate.
2. You are between the ages of 18 and 28 years old at the time of application.
3. You are enrolled in a college or university outside of the United States at the time of application.
4. You are registered for a full-time course load for the semester following your participation in the Intrax Work/Travel Program.
5. You speak, read, and understand English at the level indicated on your application.
6. You are physically capable of performing the tasks required as outlined in your job description.

### **You agree that:**

1. Within three (3) days of arriving in the United States you will confirm your arrival with Intrax Work/Travel by doing only one of the following (1) mailing your self-addressed, postage paid Check In Form to Intrax Work/Travel headquarters at 2226 Bush Street, San Francisco, CA 94115, (2) Completing the on-line Check In Form at [www.intraxworktravel.com](http://www.intraxworktravel.com) or (3) faxing the Check In Form to 415-674-5251. Failure to do one of the above will result in your immediate dismissal from the Intrax Work/Travel Program.
2. You will participate in an orientation provided by Intrax Work/Travel or an Intrax Work/Travel agent representative. Failure to do so will result in your immediate dismissal from the Intrax Work/Travel Program.
3. You will report to the employer listed in section #1 of your DS-2019 form on the date indicated in section #3 of the same form. Failure to do so will result in your immediate dismissal from the Intrax Work/Travel Program.
4. If any change occurs in your employment as indicated on your DS-2019 form pursuant to these Terms & Conditions, you will pay the administrative fee as well as verify such change by following the procedures and completing the documentation required by Intrax Work/Travel. Failure to do so will result in your immediate dismissal from the Intrax Work/Travel Program.
5. You will not work beyond the program end date listed in section #3 of your DS-2019 form.
6. You will leave the United States within thirty (30) days of the program end date listed in section #3 of your DS-2019 form.

7. If you change your address while in the United States, you will notify Intrax Work/Travel by telephone or email and the Department of Justice by using form AR-11 within three (3) business days. Failure to do so will result in your immediate dismissal from the Intrax Work/Travel Program.
8. While in the United States, you will obey all federal, state, and local laws and the rules of the Intrax Work/Travel Program. Failure to do so will result in your immediate dismissal from the Intrax Work/Travel Program.
9. Upon receipt of the Intrax Work/Travel Participant Handbook you will read the entire handbook and ask Intrax Work/Travel or the Intrax Work/Travel agent representative for clarification on any point(s) that are not explicitly understood.

**You understand that:**

1. A DS-2019 form enables you to apply for a J-1 Work/Travel visa. The United States Embassy or Consulate may grant or deny your application for a visa. Intrax Work/Travel is not responsible for and cannot control or change their decision.
2. Even if you receive a J-1 Work/Travel visa, you may be denied entrance into the United States by a Bureau of Citizenship and Immigration Service Officer. Intrax Work/Travel is not responsible for and cannot control or change any denial of entrance into the United States.
3. You are responsible for bringing enough money to the United States to cover the cost of your food, housing and other personal expenses for at least one month. We suggest a minimum of \$1,000.00 due to possible delays with Social Security and distance of travel from airport to employer, advance payment for accommodation needed upon arrival and other initial investments needed. Intrax Work/Travel is not responsible for such expenses, or for any period of time during which you are not being paid by an employer. Intrax Work/Travel cannot loan money to you.
4. You are responsible for making your own travel and housing arrangements, and must provide your travel and housing plans at least two (2) weeks prior to arrival in the United States by ensuring that your plans are submitted to the Intrax Work/Travel website by the Intrax Work/Travel agent representative in your home country. Intrax Work/Travel is not responsible for making or assisting you in making your individual travel or housing arrangements.
5. A J-1 Work/Travel visa cannot be extended. You must return home at the end of your program, or face federal fines and disbarment from re-entering the United States.
6. As an Intrax Work/Travel participant, you are subject to the United States civil and criminal justice system. Failure to obey federal, state or local laws may result in civil liability, criminal prosecution, fines, jail sentences, or other penalties. Intrax Work/Travel is not responsible for any civil or criminal liability you may incur or for assisting or defending you in any way in connection with any legal claims made against you.
7. Intrax Work/Travel is your official program sponsor while you are in the United States. The Intrax Work/Travel staff is available to assist you with any questions or to advise you regarding any challenges you may experience while you are participating in the Intrax Work/Travel Program. In the United States, you may call Intrax Work/Travel (toll free) at 1-888-224-0450 weekdays from 9 a.m. to 5 p.m., Pacific Standard Time.

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You may call the same toll free line at any time, 24 hours a day, 7 days a week, in case of an emergency. You may also call 1-415-674-5252 at your own expense from anywhere in the world, weekdays from 9 a.m. to 5 p.m., Pacific Standard Time.

8. If you would like to lodge a formal grievance about the Intrax Work/Travel Program, you will follow the Intrax Work/Travel Grievance Procedures.
9. If you are dismissed from the Intrax Work/Travel Program for any reason, you will be out of status on your J-1 visa, you will no longer have medical insurance and you are required to leave the country immediately or face possible further penalties.

**As an Independent Placement Service participant, you understand and agree that:**

1. You are responsible for identifying and securing a position with an employer in the United States prior to your arrival. Intrax Work/Travel is not responsible for providing you with a job placement. Intrax Work/Travel also is not responsible for the terms or conditions of your employment in the United States and does not guarantee either the availability of such employment or any minimum number of hours of work upon your arrival. The terms and conditions of your employment, the availability of such employment, and your work schedule are matters to be determined between you and your employer.
2. Intrax Work/Travel must be able to confirm your placement with an employer in the United States in order for you to participate in the Intrax Work/Travel Program. Intrax Work/Travel will attempt to confirm your placement within two (2) weeks of receiving your completed application, a signed copy of this form, the Participant Eligibility Form, the program fee, and an Independent Placement Employer Agreement (“IPA”), signed by both you and the employer. If Intrax Work/Travel is unable to confirm your job, you will have the following options: (a) your employer may contact the Intrax Work/Travel offices in San Francisco directly to confirm your placement; (b) you may provide an IPA from a different employer – you may provide only two (2) IPA in total (c) you may switch to Intrax Work/Travel’s Premium Placement Service at an additional cost; or (d) you may cancel your application and forfeit your \$100 application fee. **If you do not cancel your application and Intrax Work/Travel cannot confirm your placement within four (4) weeks of receiving your completed application, your application will be cancelled, and you will forfeit your \$100 application fee.**
3. If you provide false and misleading information on your Intrax Work/Travel IPA and Intrax Work/Travel has not yet confirmed your placement, your application will be cancelled and you will forfeit your entire program fee. If such false and misleading information is identified at any time following confirmation of your placement, it will result in immediate dismissal from the Intrax Work/Travel Program and forfeiting of your entire program fee.

**You understand and agree to the following Independent Placement Service Refund Policies\*:**

1. SEVIS fee: Once a DS form has been issued to you, the SEVIS fee is non-refundable even if your visa is denied or your application is cancelled.
2. Visa Denials: If your visa application is denied, Intrax Work/Travel will refund all but your \$100 application fee provided the required procedures are followed. Your refund

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is contingent upon (1) Intrax Work/Travel being informed by the representative agency within 3 days of the visa denial; (2) Intrax Work/Travel receiving the DS-2019, a copy of the passport biographical pages as well as the page showing the denial; (3) Intrax Work/Travel receiving the Visa Denial Form from the representative agency providing an explanation for the denial. The documentation must be received within 14 days of the denial. The application fee portion of the program fee is non-refundable.

3. Denial of Entry: If you are denied entry to the United States by a Bureau of Citizenship and Immigration Service Officer, Intrax Work/Travel will refund all but your \$100 application fee. This refund is contingent upon Intrax Work/Travel's receipt of official proof of such denial of entry, including a statement of the reason for the denial, a copy of your passport and a letter from the Intrax Work/Travel representative agency in your home country explaining the reason for the denial. The documentation must be received within 14 days of the denial of entry. The application fee portion of the program fee is non-refundable.
4. Cancellations Prior to Placement Confirmation: If for any reason you cancel your Independent Placement Service application before your placement has been confirmed, or if your application is cancelled because Intrax Work/Travel cannot confirm your placement, Intrax Work/Travel will refund all but your \$100 application fee. The application fee portion of the program is non-refundable.
5. Cancellations/Withdrawals After Placement Confirmation: If for any reason you cancel or withdraw from the Intrax Work/Travel Program at any time after your placement has been confirmed, whether before or after your arrival in the United States, Intrax Work/Travel will not refund any portion of the program fee.
6. Termination of Employment or Dismissal from Program: If you are terminated by your employer for any reason, with or without cause, or dismissed from the Intrax Work/Travel Program for any reason, including but not limited to the grounds for dismissal identified in these Terms & Conditions, Intrax Work/Travel will not refund any portion of the program fee.
7. Refunds Payable to Local Representative agency: Intrax Work/Travel will pay any refund that is due pursuant to the above provisions by the end of the program season for which you applied. Intrax Work/Travel will make such payment only to the representative agency in your home country. Intrax Work/Travel will not pay any refund directly to you. Intrax Work/Travel is not responsible for ensuring that any refund it pays to the representative agency in your home country is paid to you. You and the representative agency must arrange for any refund to be paid to you.

\* All refunds amounts are based on the original pricing charged to your representative agency by Intrax Work/Travel as per their Partnership Agreement. For specific refund amounts please ask your representative agency.

**You understand and agree to the following Dispute Resolution and Construal Provisions:**

1. Arbitration: You understand and agree that any dispute, controversy or claim in any way arising out of, related to, or connected with your participation in the Intrax Work/Travel Program, the Intrax Work/Travel Independent Placement Service, or these Terms & Conditions shall be decided by neutral, exclusive and binding arbitration in San Francisco, California, USA. The arbitration shall be conducted before an agency or arbitrator agreed upon by you and Intrax Work/Travel or, if none, before an

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arbitrator selected by the American Arbitration Association. Either you or Intrax Work/Travel may appear telephonically at the arbitration hearing. Any award of the arbitrator may be enforced in any court of competent jurisdiction of the federal or state courts of San Francisco County, California, USA. In any action, including arbitration, brought in connection with your participation in the Intrax Work/Travel Program or the Intrax Work/Travel Independent Placement Service, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred by such party, including attorney's fees. The non-prevailing party shall also be solely responsible for all costs of arbitration. Any dispute as to the reasonableness of such costs and expenses shall be determined by the arbitrator.

2. Severability: If any provision of these Terms & Conditions or their application is held to be invalid, illegal or unenforceable for any reason, the invalid, illegal or unenforceable provision or application shall not affect or impair the other provisions or applications of the Terms & Conditions which can be given effect without the invalid, illegal or unenforceable provision or application. To this end the provisions of this Agreement are declared to be severable and shall be construed and enforced accordingly.
3. Waiver: No waiver by Intrax Work/Travel of your failure to comply with any of these Terms & Conditions shall be construed to be, or shall be, a waiver of any other failure to comply with such Terms & Conditions. No waiver shall be binding unless in writing and signed by Intrax Work/Travel.
4. Headings Not Controlling: The headings used in the document setting forth these Terms & Conditions are used only for ease of reference and are not controlling.
5. Governing Law: These Terms & Conditions shall be governed by and construed under the laws of the State of California, USA, without regard to principles of conflict of laws.

- *I am capable of reading and understanding these Terms & Conditions in English.*
- *I have read these Terms & Conditions carefully, have had the opportunity to ask questions and obtain advice as to their meaning, and understand them fully.*
- *I do not rely on any statements or representations that are not expressly stated in these Terms & Conditions.*
- *I agree to abide by these Terms & Conditions.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Intrax Student ID#: \_\_\_\_\_

**Intrax Work/Travel**  
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San Francisco, CA 94115 USA  
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