

Student ID.....

Student Name.....

## Premium Placement Confirmation Form

### Toll Free Telephone Number : 1-888-224-0450

#### REGIONAL DIRECTOR INFORMATION

<b>Name</b>	Stacie Nehring
<b>Title</b>	Regional Director
<b>Phone</b>	+1 (888) 224-0450
<b>Fax</b>	+1 (415) 674-5251
<b>Email Address</b>	stacie@intraxinc.com

#### EMPLOYMENT OPPORTUNITY INFORMATION

<b>Company Name</b>	Best Western Cliff Dweller
<b>Company Address</b>	6452 W Hwy 61
<b>City</b>	Tofte
<b>State</b>	MN
<b>Zip</b>	55615
<b>Company Website</b>	
<b>Contact Person</b>	Peggy Lundy
<b>Contact Title</b>	GM
<b>Email Address</b>	snowpine@boreal.org
<b>Phone</b>	218-663-7273
<b>Fax</b>	218-663-7273

**Intrax Work/Travel**  
**2226 Bush Street**  
**San Francisco CA 94115**  
**Phone: (415) 674-5252**  
**Fax: (415) 674-5251**

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 JDD 3581-1385-88

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**Job Description Document****INFORMATION****POSITION OPPORTUNITY INFORMATION**

<b>Job Title</b>	Housekeeper/Maintenance
<b>Job Description</b>	Employee will clean guest rooms, bathrooms, lobby, halls, stairs, sundecks, and sauna areas, etc. throughout the hotel. Employee will vacuum, dust, and make beds. Employee will clean bathtubs, sinks, floors, toilets, mirrors, windows, straighten furniture, remove trash and recyclables. Employee will also do maintenance duties such as lawn mowing, planting, and manual labor type tasks. Special projects may also be assigned such as window washing, planting and care of flowers, etc. Employee may also need to help with laundry and linens. Employee will also work on various building and repair projects. Various other duties as assigned.
<b>Level of English Required</b>	Conversational
<b>Start Date</b>	15 Nov 03 - 10 Dec 03
<b>End Date</b>	15 Mar 04 - 10 Apr 04
<b>Gender Required</b>	Male
<b>Day to report to Employer</b>	Report to employer upon arrival.
<b>Expected days from arrival before starting work</b>	Allow at least a few days for travel between port of entry and Tofte, Minnesota. Work will start 1-5 days after student arrives.
<b>Estimated Average Hours over the course of the program</b>	Average hours will be between 30-35 per week.
<b>Pay Rate Estimate</b>	Housekeeping is paid by the room. If employee meets the STANDARD of 30 minutes/room (2 rooms/hour), employees can earn \$6.75/hour. Other work is paid at \$6.50 per hour. Pay is weekly.
<b>Estimated Tips</b>	No.
<b>Estimated Overtime</b>	Overtime hours are paid after 48 hours per week.
<b>Required Skills</b>	Employees must have good English skills, and be friendly, and enthusiastic. A male with good carpenter skills, or experience in building maintenance would be ideal. Employee must be strong, able to lift heavy objects, and able to work on their own. They must have a willingness to work, believe in teamwork, a willingness to learn and be friendly with the guests and with other employees. Employee will be expected to do maintenance and manual labor outside and inside the resort. Ability to get along with people from different countries is important. Employee must also be willing to share the clean-up and maintenance of their room with their roommates. It is also important that employees have the ability to control their social drinking and keep their social life separate from their work responsibilities. Applicants who like outdoor activities, enjoy nature, can explore on their own; and who do not need the social activities, pubs and parties of a busy city will be happiest here. Students will feel more personal support, more like family at this job.
<b>Expected Schedule</b>	Hours will vary. Employee must be flexible enough to work any hours.
<b>Drug Screening Policy</b>	No.
<b>Possible 2<sup>nd</sup> Job</b>	Yes Employer will allow second job as long as it doesn't interfere with primary employer. Due to the remote nature of the employer, a second job would be fairly difficult to arrange though.
<b>Additional application</b>	No.
<b>Possibility for job change within company</b>	No. Although employer may find other job duties for employees if there is a need by the employer and the employee is qualified.
<b>Meal discounts</b>	Free continental breakfast: coffee, tea, juice, bagels, donuts.
<b>Uniforms</b>	Yes. Uniform shirt provided by employer.
<b>Dress code</b>	Employees should wear clean clothes, no short shorts. Employee must wear uniform shirt with their own pants and own comfortable walking or athletic shoes. No sandals or thongs on the job, for safety reasons.
<b>Grooming code</b>	Yes. Neat, clean, shower daily and use deodorant. Long hair tied back. Beards neatly trimmed. No facial tattooing or piercing.
<i>Reminder: It can take between three and eight weeks from the date you start working to be paid. Please bring enough money to support yourself until you are paid. Check with employer to find out your first pay date.</i>	

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**SUGGESTED TRAVEL INFORMATION**

<b>Nearest International Airport</b>	Fly to Minneapolis/St. Paul or Chicago. Take a Greyhound Bus from the airport to Duluth, Minnesota. Then take a local bus, H.T. Leasing from Duluth to Grand Marais. The bus leaves at 1:30 PM and travels only Monday, Wednesday, Friday, and Sunday. Bus is the least expensive option.
<b>Nearest Airport</b>	Duluth, Minnesota is the regional airport but Minneapolis/St. Paul is the biggest airport.
<b>Transportation from Airport to Employer and/or Housing</b>	Take a taxi to the bus station in Duluth and then take the bus from Duluth to Tofte, Minnesota - bus leaves at 1:30 PM and travels only Monday, Wednesday, Friday, and Sunday.
<b>Nearest Bus Station</b>	Take a Greyhound bus from whichever city you fly into to Duluth, Minnesota. In Duluth, take the 1:30 pm H.T. Leasing bus on Mondays, Wednesdays, Fridays, and Sundays that goes between Duluth and Thunder Bay, Canada. It stops right in Tofte, Minnesota. Students should request that the bus drop them off right at the Best Western Cliff Dweller.
<b>Bus Information</b>	<a href="http://www.greyhound.com">http://www.greyhound.com</a>
<b>Nearest Train Station</b>	You can take an Amtrak into Minneapolis, then take a Greyhound bus right from the station to Duluth, Minnesota. In Duluth, take the 1:30 pm H.T. Leasing bus on Mondays, Wednesdays, Fridays, and Sundays that goes between Duluth and Thunder Bay, Canada. It stops right in Tofte, Minnesota.
<b>Train Information</b>	<a href="http://www.amtrak.com">http://www.amtrak.com</a>

**SOCIAL SECURITY INFORMATION**

<b>Nearest Social Security Office</b>	Duluth, Minnesota - 130 West Superior Street, Suite 400, Duluth, Minnesota 55802 The office is located in the U.S. Bank building at the corner of Superior Street and Second Avenue West. Open 9 am - 4pm Monday-Friday.
<b>How and When to Apply for the Social Security Card</b>	Duluth, Minnesota - Students need to apply while there, before they travel to their employer. Or there are 3 locations in Minneapolis. Student MUST apply for their card BEFORE they get to the employer though. Students may start working and getting paid as long as they have applied for their card.
<b>Social Security website</b>	<a href="http://www.ssa.gov">http://www.ssa.gov</a>

**HOUSING**

<b>Housing Restrictions (yes/no)</b>	Yes
<b>Housing Restrictions</b>	If housing restrictions apply, participants must remain in this housing to be employed by the employer identified in this document. Participants must remain employed by the employer identified in this document and remain in the Intrax Work/Travel Program to live in this housing. No exceptions will be granted unless agreed in writing in advance by Intrax Work/Travel.
<b>Housing Information</b>	Students do NOT need to reserve housing before they arrive.
<b>Address</b>	6452 W Hwy 61  Tofte, MN 55615
<b>Estimated Cost</b>	\$35/week which is deducted from the paycheck.
<b>Additional Costs (i.e. Bond)</b>	No deposit required.
<b>Features</b>	Apartment shared between 2 people per bedroom. Housing and work space are all NON-SMOKING. Free breakfast for employees. Kitchen facilities, living room, and TV. Students live on-site. Students have free laundry use, but must bring their own soap.
<b>Hostel Information</b>	<a href="http://www.hiayh.org">http://www.hiayh.org</a> or <a href="http://www.hostels.com">http://www.hostels.com</a>

**AREA INFORMATION**

<b>Average temperature</b>	Winters are cold and snowy, with temperatures dropping below freezing. There are many wonderful snow sports to take advantage of; skiing, snowmobiling, snowshoeing. In the summer it is moderately warm (temperatures range 60-85 F), with water sports and hiking. It is a beautiful natural area on the Great Lakes. Following are two columns, the month followed by the average high and average low temperatures. In Fahrenheit Jan 23°F 5°F Feb 28°F 10°F Mar 35°F 20°F Apr 46°F 30°F May 56°F 38°F Jun 63°F 44°F Jul 70°F 51°F Aug 71°F 54°F
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	<p>Sep 63°F 47°F          Oct 52°F 37°F          Nov 38°F 25°F          Dec 27°F 11°F</p> <p>Celsius          Jan -5°C -15°C          Feb -2°C -12°C          Mar 2°C -7°C          Apr 8°C -1°C          May 13°C 3°C          Jun 17°C 7°C          Jul 21°C 11°C          Aug 22°C 12°C          Sep 17°C 8°C          Oct 11°C 3°C          Nov 3°C -4°C          Dec -3°C -12°C</p>	In
<b>Altitude</b>	688 feet is the altitude. Motel is perched cliffside on the edge of Lake Superior's North Shore, one of the Great Lakes. It is a beautiful area!	
<b>Information websites</b>	Information on the town: <a href="http://www.northshoreinfo.com">www.northshoreinfo.com</a> <a href="http://www.61north.com">www.61north.com</a> Weather: <a href="http://www.wunderground.com">www.wunderground.com</a> Travel: <a href="http://www.tripadvisor.com">www.tripadvisor.com</a>	
<b>Nearest city</b>	Duluth, Minnesota is 87 miles away. Thunder Bay, Canada is 110 miles away.	
<b>Things to do</b>	<p>This motel is located 3 miles from the nearest town. Motel is perched cliffside on the edge of Lake Superior's North Shore, one of the Great Lakes. It is a beautiful area! It is surrounded by national forests, near state parks, and golf courses. Social activities are not readily accessible. Employer may arrange a few social activities for employees. Employer usually takes students into town every 2 weeks to do shopping. Away from big city chaos and congestion, students will not find movies, shopping malls or discos here. Visitors come here for the beauty of the forests, lakes and waterfalls. They enjoy fresh air activities such as hiking, fishing, camping, canoeing, biking, tennis, soccer, golf, animal watching or just relaxing. In the winter guests ski, snowboard, cross country ski, snowshoe and snowmobile.</p> <p>Applicants who like outdoor activities; enjoy nature and a little bit of adventure, can explore on their own; those who do not need the social activities, pubs and parties of a busy city will be happiest here.</p>	
<b>What to wear</b>	Motel is located in an informal, outdoor-type area. Dress is casual and should be for cool weather. Students should bring layers of clothing to wear to better accommodate changes in temperature and to stay warm. For summer: bring t-shirts, turtlenecks, sweatshirts, medium-weight jacket, casual trousers, pair of shorts, swimsuit, athletic shoes or hiking shoes, sandals, sunglasses and wristwatch. For winter: Dressing in layers is most practical. Add a heavier jacket, hat, gloves, and snow boots.	

### ADDITIONAL INFORMATION

<b>Additional Information</b>	A male with good carpenter skills, or experience in building maintenance would be ideal. Students may go to the front desk of the hotel to check in when they arrive. Students must e-mail or phone to inform Peggy Lundy of their arrival date at least 2 weeks in advance. E-mail: <a href="mailto:snowpine@boreal.org">snowpine@boreal.org</a> and telephone number: 1-218-663-7273. Housekeeping is paid per room to encourage and reward fast learners and productive workers.
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*Based on the information available to Intrax Work/Travel, the contents of this Premium Placement Confirmation Form are true and accurate as of the date of its issuance to the Premium Placement Service participant. All information is subject to change depending on a variety of factors, including but not limited to weather, employment trends and staffing changes.*

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## Intrax Work/Travel Premium Placement Service Participant Terms & Conditions

*(revised on 24JUL03)*

Please read this document carefully, and make sure that you understand it 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. You have read and understand the Intrax Work/Travel Participant Handbook.
6. You are physically capable of performing the tasks required as outlined in your job description.
7. You are able to participate in the Intrax Work/Travel Program for the period indicated in your Premium Placement Confirmation Form.

**You agree that:**

1. Within three (3) days of arriving in the United States you will confirm your arrival with Intrax Work/Travel by mailing your self-addressed, postage paid Check In postcard to Intrax Work/Travel headquarters at 2226 Bush Street, San Francisco, CA 94115. Failure to do so will result in your immediate dismissal from the Intrax Work/Travel Program, loss of insurance, being reported to the United States Bureau of Citizenship and Immigration Service, and early return to your home country. (Further information on check-in is included in the Intrax Work/Travel Participant handbook.)
2. You will participate in an orientation for the Intrax Work/Travel Program. 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 on your DS-2019 Form on your program start date listed in section #3 of the 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 pursuant to these Terms & Conditions, you will verify such change by completing all of the documentation and following

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- all of the procedures 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 on your DS-2019 Form.
  6. You will leave the United States within thirty (30) days of the program end date listed on your DS-2019 Form.
  7. If you change your address while in the United States, you will notify Intrax Work/Travel and the United States Bureau of Citizenship and Immigration Service 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 must obey all federal, state, and local laws and the rules of the Intrax Work/Travel Program. Failure to do so will result in dismissal from the Intrax Work/Travel Program.
  9. If you have any complaints about the Intrax Work/Travel Program, you will follow the Intrax Work/Travel Grievance Procedures as detailed in your Intrax Work/Travel Participant Handbook.

**You understand that:**

1. A DS-2019 form enables you to apply for a J-1 Summer 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 Summer 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. This is a minimum of \$1,000.00. 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 local Intrax Work/Travel partner in your home country. Intrax Work/Travel is not responsible for making or assisting you in making travel or housing arrangements.
5. If you are dismissed from the Intrax Work/Travel Program for any reason, you will be out of status with your J-1 visa and you will no longer have medical insurance. Once you are out of status, you must leave the United States immediately or face further penalties.

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6. A J-1 Summer 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 U.S.
7. 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.
8. 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 difficulties 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. You may also call the same toll free line at any time 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.

**As a Premium Placement Service participant, you understand and agree that:**

1. You will be provided an employment opportunity in the United States. If you cancel or withdraw from the Intrax Work/Travel Program for any reason at any time after Intrax Work/Travel has confirmed your placement, you will forfeit the entire program fee.
2. You must report to work with the employer listed in section #1 of your DS-2019 form on your program start date, or you will be dismissed from the Intrax Work/Travel Program immediately. You will be out of status on your J-1 visa, and you will be required to leave the United States immediately or face further penalties.
3. You will remain at your employment with the employer listed in Section #1 of your DS-2019 Form unless you are terminated by the employer or you obtain prior written authorization from Intrax Work/Travel to leave your employment. If you leave your employment without having been terminated by the employer or obtaining prior written authorization from Intrax Work/Travel, you will be dismissed from the Intrax Work/Travel Program immediately. You agree to contact Intrax Work/Travel if any job-related difficulties or disputes arise that may affect your continued employment.
4. Your employer may terminate your employment at any time, without prior notification, with or without cause. Intrax Work/Travel is not responsible for and cannot control employment decisions made by your employer.
  - (a) If your employment is terminated for cause, including but not limited to poor job performance, misconduct, or misrepresentation of your qualifications on your application, you will be dismissed from the Intrax

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Work/Travel Program immediately and you will forfeit the entire program fee.

- (b) If your employment is terminated without cause, through no fault of your own, during the first eight (8) weeks of your participation in the Intrax Work/Travel Program, Intrax Work/Travel will attempt to provide you with a new employment opportunity suitable to your skills, experience and qualifications. If you accept a new employment opportunity, you will be responsible for the cost of transportation to the new employer's location.
- (c) Under subsection (b), if for any reason you do not accept a new employment opportunity, or if Intrax Work/Travel cannot provide you with a new employment opportunity suitable to your skills, experience and qualifications, you may remain in the Intrax Work/Travel Program as an Independent Placement Service participant, and Intrax Work/Travel will refund your local agency the difference between the Premium Placement Service program fee and the Independent Placement Program program fee.
- (d) If your employment is terminated without cause, through no fault of your own, at any time after the first eight (8) weeks of your participation in the Intrax Work/Travel Program, Intrax Work/Travel will assist you by providing information about possible new employment opportunities suitable to your skills, experience and qualifications. However, Intrax Work/Travel is not responsible under any circumstance for providing you with a new employment opportunity upon such termination. If you find and accept new employment, you will be responsible for the cost of transportation to the new employer's location.
- (e) Under subsection (d), if your employment is terminated without cause at any time after the first eight (8) weeks of your participation in the Intrax Work/Travel Program, you may remain in the program as an Independent Placement Service participant, but you will not be entitled to a refund of any part of the Premium Placement Service program fee.
- (f) **NOTE – Ski Resort Exception:** The availability of employment at a ski resort is inherently seasonal and dependant on snow fall and other factors beyond the employer's or Intrax Work/Travel's control. If you accept an employment opportunity at a ski resort, you agree to assume the risk that your employment may be terminated or your work schedule and hours may be limited. Accordingly, if you are employed at a ski resort and, through no fault of your own, you are terminated or subject to reduced hours at any time, regardless of the length of your actual participation in the Intrax Work/Travel Program or the date of such termination or reduction, Intrax Work/Travel will not provide you with a new employment opportunity or a refund of any part of the Premium Placement Service program fee. Intrax Work/Travel may, in its discretion, assist you with seeking a new employment opportunity. If you find and accept new employment, you will be responsible for the cost of transportation to the new employer's location.

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5. Your employer may have to limit the number of hours you work per week for a variety of reasons, including but not limited to poor job performance, misconduct, or circumstances beyond the employer's control. Intrax Work/Travel is not responsible for and cannot guarantee your schedule or that you will be able to work a minimum number of hours per week. However, if, through no fault of your own, you have worked less than thirty (30) hours per week for at least three (3) consecutive weeks, Intrax Work/Travel may, in its discretion, assist you with seeking a new employment opportunity. If you find and accept new employment, you will be responsible for the cost of transportation to the new employer's location.
6. If you secure new employment pursuant to any of the provisions in this section, you must verify such new employment in writing following Intrax Work/Travel's required procedures and documentation. Failure to comply will result in your immediate dismissal from the Intrax Work/Travel Program.
7. The Intrax Work/Travel Program does not include housing and Intrax Work/Travel is not responsible for providing housing to you. However, housing may sometimes be available in connection with certain employment opportunities. If housing is available with your employment opportunity, the information and restrictions on such housing are identified in the housing section of your Premium Placement Confirmation Form (PCF). You must comply with any and all requirements indicated in the housing section of your PCF. Failure to comply with these requirements will result in your immediate dismissal from the Intrax Work/Travel Program. If housing is available with your employment opportunity, Intrax Work/Travel Program makes no representations or guarantees regarding the nature or quality of such housing. If your employment opportunity includes housing, you agree to contact Intrax Work/Travel if any housing-related difficulties or disputes arise.

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

1. Visa Denials: If your visa application is denied, Intrax Work/Travel will refund only the placement fee portion of your program fee. Refund of the placement fee is contingent upon Intrax Work/Travel's receipt of the stamped original DS-2019 Form, a copy of your passport and a letter from the local Intrax Work/Travel partner in your home country explaining the reason for the denial. The application fee portion of the program fee is non-refundable.
2. 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 only the placement fee portion of your program fee. Refund of the placement fee 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 local Intrax Work/Travel partner in your home country explaining the reason for the denial. The application fee portion of the program is non-refundable.

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3. Cancellations Prior to Placement Confirmation: If for any reason you cancel your application before your placement has been confirmed, Intrax Work/Travel will refund only the placement fee portion of your program fee. The application fee portion of the program is non-refundable.
4. Cancellations or 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.
5. Termination from Employment Without Cause: If you are terminated from your employment without cause during the first eight (8) weeks of your participation in the Intrax Work/Travel Program, Intrax Work/Travel will refund only the difference between the Premium Placement Service program fee and the Independent Placement Service program fee and will do so only if: (a) you are not employed by a ski resort and (b) Intrax Work/Travel cannot provide or you do not accept its offer of a new employment opportunity. Under all other circumstances, if you are terminated from employment without cause, Intrax Work/Travel will not refund any portion of the program fee.
6. Reduced or Limited Work Schedule: If your work schedule or hours of work per week are reduced or limited for any reason, Intrax Work/Travel will not refund any portion of the program fee.
7. Termination from Employment for Cause or Dismissal from Program: If you are terminated by your employer for cause, including but not limited to termination due to poor performance, misconduct or misrepresentation of your qualifications on your application, or if you are 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.
8. Refunds Payable to Local Partner: 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. It will make such payment only to the local Intrax Work/Travel partner 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 local Intrax Work/Travel partner in your home country is paid to you. You and the local partner must arrange for any refund to be paid to you.

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**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 Premium 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 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 Premium 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.

**Intrax Work/Travel  
2226 Bush Street  
San Francisco CA 94115  
Phone: (415) 674-5252  
Fax: (415) 674-5251**

**THIS DOCUMENT RELATES TO :**  
JDD 3581-1385-88

Student ID.....

Student Name.....

*Please note that based on the information available to Intrax Work/Travel, the contents of the Premium Placement Confirmation Form are true and accurate as of the date of its issuance to the Premium Placement Service participant. All information is subject to change*

- ***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 promises, 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#: \_\_\_\_\_

<b>Intrax Work/Travel          2226 Bush Street          San Francisco CA 94115          Phone: (415) 674-5252          Fax: (415) 674-5251</b>	<b>THIS DOCUMENT RELATES TO :</b> JDD 3581-1385-88
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