

## AGENCY AGREEMENT

This Agency Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

Between **Casa Toronto**, a company organized and existing under the laws of Ontario, with its head office located at 90 George Henry Blvd, suite 20, M2J 1E7, Ontario, Toronto, Canada. (the **"Service Provider"**)

And \_\_\_\_\_ (the **"Agent"**)

FOR VALUE RECEIVED, the parties agree as follows:

### **SECTION 1– APPOINTMENT**

1.1 The Service Provider appoints the Agent as its agent and authorizes the Agent to act as agent on behalf of the Service Provider to:

- a) market and sell services to prospective clients (collectively, the "Students" and individually, the "Student") in the geographic territory specified in Schedule "A" (as the same may be amended by the Service Provider from time to time); and
- b) enter into contracts with Students pursuant to which the Student will agree to purchase, and the Service Provider to provide Accommodation Service (the "Services"),

all in accordance with the provisions of this Agreement and the housing options made available by the Service Provider from time to time.

### **SECTION 2– RESPONSIBILITIES OF THE AGENT**

2.1 The Agent will market, promote and sell the services of the Service Provider at the prices attached as Schedule "B", at its own expense during the term of this Agency Agreement.

2.2 Accommodation Fee and other fees as stated in Schedule "B" are updated by the Service Provider periodically. It is the sole responsibility of the Agent to ensure the usage of the latest fees for all accommodations and other services.

2.3 The Agent cannot change, increase, add additional fees, decrease and/or discount the Service Provider prices without prior written consent from the Service Provider in each and every individual case.

2.4 The Agent may accept payments on behalf of the Service Provider from the Student, made out in the name of the Service Provider in the form of a certified bank cheque and/or wire transfer for all the fees payable as indicated on the Student invoice and/or Agent invoice.

2.5 The Agent will ensure that all the Service Provider's promotional material, including but not limited to, brochures, information pamphlets, printed flyers, price lists, advertisement posters and all printed documents are accurately translated, at the Agent's expense for local use.

2.6 The Agent may charge additional fees for its own services as long as the amount of such fees are made explicitly known to the Students as fees charged by the Agent and not charged on behalf of the Service Provider.

2.7 The Agent will make all necessary efforts to ensure that all student applications are accurate and complete before submission to the Service Provider.

2.8 The Agent agrees to represent the Service Provider in the location indicated on the Agency Agreement and must sign a separate Agency Agreement for each separate location.

2.9 The Agent must represent the Service Provider in a proper and professional manner at all times. The rules and regulations of the Service Provider and immigration laws of Canada must be explained to each and every Student. It is the sole responsibility of the Agent to make sure that each and every Student is aware of and understands all the conditions for attending the Service Provider and travelling to Canada.

2.10 The Agent must clearly inform the Students of that fact that the Service Provider will not be responsible for behaviours of hosts or landlords.

### **SECTION 3 – RESPONSIBILITY OF THE SERVICE PROVIDER**

3.1 The Service Provider will be responsible to provide the following information:

- a) listing of all housing options as per schedule B;
- b) clear information outlining features, terms, conditions and rules of the Services;

such information will be made available to those who may use the Services or who are involved in the provision of the Services.

3.2 When confirming the Services for students, the Service Provider, prior to the start of the accommodation services, will provide the followings to the student in writing:

- a) detailed information about the type of accommodation;
- b) detailed description of the Services to be included and provided:

- 1- location of the accommodation with relevant transportation information;
- 2- fees for the accommodation and payment terms and requirements;
- 3- cancellation terms, including any penalties, and refund policies;
- 4- policies regarding the Service complaints and dispute resolution;
- 5- in the case of homestay, background information about the homestay household.

3.3 The Service Provider will inspect all housing options offered to its students on a regular basis.

3.4 In the case of homestay accommodation, for students of all ages, the Service Provider shall, prior to placing a student in homestay accommodation,

- a) require homestays to complete and submit an application form;
- b) conduct an on-site inspection of the homestay dwelling and interview the head of household;

3.5 As part of its on-going inspection of homestay accommodation, the Service Provider will:

- a) make available to students placed in homestay adequate tools to provide feedback to the Service Provider;
- b) require homestays to provide an annual up-date form;
- c) re-inspect homestays every three years.

3.6 In order to ensure greater security for students in homestay, the Service Provider will require a Criminal Record Check (CRC) of each adult aged 18 or older usually resident in the homestay and will perform the followings:

- a) The Service Provider will verify that applications for CRCs for each adult in a homestay are submitted to the appropriate authority in the specific region within 7 days after submission of the Homestay Resident Suitability Declaration and that the completed CRCs are submitted to the Service Provider within a reasonable period of time. If a Service Provider determines that one or more adults in a homestay have not complied with the requirement to submit the CRC, the Service Provider will suspend use of that homestay;
- b) Upon review of the annual update form received from homestays, the Service Provider will require a CRC from any new adults usually resident in the homestay;

- c) The Service Provider will obtain updated CRCs for each adult in a homestay every five years;
- d) The Service Provider will provide both the students and homestay family with a procedure for immediate response to urgent concerns such as a 24-hour contact number or other suitable procedure.

3.7 the Service Provider will accommodate students under the legal age of majority in homestay and shall:

- a) provide evidence of having policies and practices in place to minimize risks for these students;
- b) provide resources to these students explaining what they must do if they ever feel uncomfortable about the intention of any resident in their homestay;
- c) agree to re-assign any student under the legal age of majority to another homestay within 24 hours if the student requests a change in the homestay due to feeling uncomfortable about the intentions of any resident in the homestay.

3.8 **Care for Junior Students:** If the Services is offered to participants who are 15 years of age or younger, it has a comprehensive set of policies and procedures to supervise them and to ensure their safety and well-being at all times during the Services. Such policies and procedures include the following:

- a) clearly identified person/department responsible for junior students;
- b) duties and responsibilities of above person(s) in writing;
- c) the Service Provider will employ:
  - 1- employees working with juniors have signed a declaration that they are fit to be working with such students.
  - 2- employees working with juniors have undergone a police security check.
- d) The following rules and management strategies:
  - 1- an employee cannot take junior students to a place/destination outside the usual venue of the Services without prior approval of the Service Provider;
  - 2- an employee cannot be alone in a private setting with a junior student without the knowledge and approval of the Service Provider;
  - 3- Junior students are given clear instructions on how to seek help if they feel uncomfortable with any staff person working in the program.

## **SECTION 4 – FEES**

4.1 In consideration of the Agent providing service under this Agreement, the Service Provider will pay the Agent the fees described in Schedule “C”.

4.2 A Student is considered a referral by the Agent, for which the Agent is entitled to receive fees from the Service Provider, if and only if:

- a) The Student’s registration at the Service Provider is a direct result of the active promotion of the Service Provider by the Agent.
- b) The Student’s registration is taken by the Agent and the Agent has authorized the Student’s enrolment form, by a stamp or signature on the enrolment form.
- c) The Agent has made all the necessary arrangements to ensure that all fees payable to the Service Provider are made before the commencement of the Student’s scheduled classes and or program.

4.3 If payment is collected by the Agent from the Student, the Agent may subtract fees payable by the Service Provider to the Agent and forward the balance of all fees payable by the Student to the Service Provider as it appears on the Service Provider’s “Representative Invoice ” or “Net Invoice”.

4.4 If payment is made by the student directly to the Service Provider, the Service Provider will forward the Agent’s fees quarterly in arrears upon receipt of invoices remitted by the Agent.

## **SECTION 5 – PAYMENT SCHEDULE**

5.1 The Agent will ensure that all fees for all the services requested by the Student are paid in full and received by the Service Provider in reasonable time prior to the commencement date of the program, accommodations, and/or other services requested.

5.2 The Service Provider will confirm a Student’s registration, issue a letter of acceptance for the purposes of the Student authorization applications, and provide homestay information to the Agent only if payment has been received by the Service Provider in full prior to the commencement date.

5.3 The Service Provider is not responsible for loss of accommodation reservation due to late receipt of accommodation fees.

5.4 All accommodations offered by the Service Provider are on a first come first serve basis. An application to the Service Provider for study or accommodations is only considered complete if and when the services requested for are paid for prior to the Student’s arrival at the Service Provider or the accommodation. Although the Service Provider will try its best to accommodate late or last-minute registrations it does not guarantee placement of any student into any accommodations or classes if the Student’s fees are not paid at least four weeks prior to the Student’s starting or arrival date.

## **SECTION 6 – CANCELLATIONS AND REFUNDS**

6.1 The Agent is responsible for informing the Student of the Service Provider's cancellation and refund policies as outlined in the Service Provider's agent manual and/or the Service Provider's enrolment form.

6.2 The Agent is responsible for informing the Service Provider in writing of cancellations, postponements and withdrawals by the Student.

6.3 The Agent will transact and administer all cancellations, postponements and withdrawals and/or issue refunds requested by the Student in accordance with the refund policy outlined in the Service Provider's agent manual and/or the Service Provider's enrolment form.

6.4 The Agent cannot withhold any part of the Accommodation Fee refunded by the Service Provider nor any part of the commission paid by the Service Provider for services that have not been rendered. The Agent can charge separately a cancellation or administrative fee. Such fees must be charged in accordance with Section 2.

## **SECTION 7 – LIMITED AUTHORITY**

7.1 The Agent shall have no authority to assume or create any obligation of any kind on behalf of or in the name of the Service Provider except pursuant to the authority granted under and in accordance with the terms and conditions of this Agreement.

7.2 The Agent shall not display or otherwise use any trade-mark or trade name of the Service Provider except as is approved by the Service Provider. The Agent shall not contest the exclusive right of the Service Provider to use any such trade-mark or trade name.

## **SECTION 8 – TERMINATION**

8.1 Both parties, the Service Provider and the Agent, have the right to terminate this Agency Agreement immediately, without a prejudice or any other remedies or reasons, by providing a written notice to the other party.

8.2 Any breach of this Agency Agreement by either party shall constitute the termination of the Agency Agreement by default with immediate effect.

8.3 Upon the termination of this Agency Agreement the Agent is no longer considered an agent of the Service Provider, the Service Provider's programs, the Service Provider's services and products. By such, the Agent must cease all advertising and/or promotions of the Service Provider. All material related to and pertaining to the Service Provider including, but not limited to, posters, brochures, course books, price lists, and other materials, whether in English or any other language, whether produced by the Service Provider, a Service Provider representative or the Agent, must be immediately removed from the Agent's location of business and no longer presented to any Students or potential Students by the Agent or any parties in any way affiliated or related to the Agent or the Agent's company. All such material must be returned to the Service Provider at the

Agent's expense. The material cannot be transferred, sold, given to or traded with any other person(s), including but not limited to, other Agents and/or other educational institutions.

## **SECTION 9— INDEMNIFICATION**

9.1 **The Service Provider's Indemnity.** The Service Provider shall indemnify and save harmless the Agent from and against any and all cost, expense or loss suffered or incurred by it as a result of:

- a) any failure by the Service Provider to observe or perform any covenant or obligation contained in this Agency Agreement to be observed or performed by it; and
- b) any demand action or claim made against the Agent relating to the services provided by the Service Provider.

9.2 **The Agent's Indemnity.** The Agent shall indemnify and save harmless the Service Provider from and against any and all cost, expense or loss suffered or incurred by the Service Provider as a result of:

- a) any failure by the Agent to observe or perform any covenant or obligation contained in this Agency Agreement to be observed or performed by it; or
- b) any gross negligence, wilful default or dishonesty by the Agent in connection with performance by the Agent of its obligations under this Agency Agreement.

## **SECTION 10 – CONFIDENTIALITY**

10.1 Except as provided by Sections 10.1b) and 10.2b), the parties shall at all times during the continuance of this Agency Agreement and after its termination:

- a) use its best endeavours to keep all Restricted Information (being any information which is disclosed to the parties pursuant to or in connection with this Agency Agreement, whether orally or in writing, and whether or not such information is expressly stated to be confidential) confidential and accordingly not to disclose any Restricted Information to any other person; and
- b) not use any Restricted Information for any purpose other than the performance of the obligations under this Agency Agreement.

10.2 Any Restricted Information may be disclosed by a party to:

- a) any governmental or other authority or regulatory body as is required by law; or
- b) any employees of the other parties or of any of the aforementioned persons, to such extent only as is necessary for the purposes contemplated by this Agency Agreement, or as is required by law and subject in each case to the party using its best endeavours to ensure that the person in question keeps such Restricted Information confidential and does not use such Restricted Information except for the purposes for which the disclosure is made.

10.3 Any Restricted Information may be used by a party for any purpose, or disclosed by a party to any other person, to the extent only that:

- a) it is at that time, public knowledge through no fault of the party (provided that in doing so the party shall not disclose any Restricted Information which is not public knowledge); or
- b) it can be shown by the party, to the reasonable satisfaction of the other parties, to have been known to it prior to its being disclosed by the other party or parties.

## **SECTION 11— GENERAL**

11.1 **Further Assurances.** Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agency Agreement.

11.2 **Notice in Writing.** Unless otherwise specified, each Notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by fax to the address or fax number of the party referred to in Schedule “D”.

11.3 **Change of Address.** Any party to this Agency Agreement may, from time to time, give Notice of a change in its address or fax number referred to in Schedule “D”.

11.4 **Notice.** Unless otherwise specified, each Notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by fax to the party referred to in Schedule “D” or to any other address, fax number or Person that the party designates. Any Notice:

- a) delivered personally or by courier on a Business Day (that is, day other than a Saturday, Sunday or day on which banks are permitted to close in Toronto, Ontario, Canada) will be deemed to have been given on that Business Day;
- b) transmitted by fax on a Business Day and (i) for which the sending party has received confirmation of transmission before 1:00 p.m. on that Business Day, will be deemed to have been given on that Business Day, or (ii) for which the sending party has received confirmation of transmission after 1:00 p.m. on that Business Day, will be deemed to have been given on the next Business Day;
- c) delivered personally or by courier, or transmitted by fax, on a day that is not a Business Day, will be deemed to have been given on the next Business Day; and
- d) sent by prepaid registered mail will be deemed to have been given on the fifth Business Day after the date of mailing. If a Notice has been sent by prepaid registered mail and before the fifth Business Day after the mailing there is a discontinuance or interruption of regular postal service so that the Notice cannot reasonably be expected to be delivered within five Business Days after the mailing, the Notice will be deemed to have been given when it is actually received.



11.5 **Disruption of Postal Service.** If a Notice has been sent by prepaid registered mail and before the fifth Business Day after the mailing there is a discontinuance or interruption of regular postal service so that the Notice cannot reasonably be expected to be delivered within five Business Days after the mailing, the Notice will be deemed to have been given when it is actually received.

11.6 **Time of Essence.** For every provision of this Agency Agreement, time is of the essence.

11.7 **Waivers.** No waiver of any provision of this Agency Agreement is binding unless it is in writing and signed by all the parties to this Agency Agreement entitled to grant the waiver. No failure to exercise, and no delay in exercising, any right or remedy, under this Agency Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agency Agreement will be deemed to be a waiver of any subsequent breach of that provision.

11.8 **Governing Law.** This Agency Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

11.9 **Entire Agreement.** This Agency Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal.

11.10 **Severability.** If any provision of this Agency Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- a) the legality, validity or enforceability of the remaining provisions of this Agency Agreement; or
- b) the legality, validity or enforceability of that provision in any other jurisdiction.

11.11 **Assignment and Enurement.** The Agent may not assign this Agency Agreement to any person without the prior written consent of the Service Provider, which consent may not be withheld or delayed without reason. This Agency Agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

11.12 **No Joint Venture or Partnership.** Nothing in this Agency Agreement, nor any acts of the Agent or the Service Provider, are or were intended to constitute, nor shall they be deemed to constitute, the Agent and the Service Provider as partners or joint ventures of the other.

11.13 **Counterparts.** This Agency Agreement and any amendment, supplement, restatement or termination of any provision of this Agency Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

11.14 **Delivery by Fax.** Any party may deliver an executed copy of this Agency Agreement by fax but that party shall immediately deliver to the other party an originally executed copy of this Agency Agreement.

The parties have executed this Agreement.

\_\_\_\_\_  
**The Service Provider**

\_\_\_\_\_  
**The Agent**

**SIGNED, SEALED AND DELIVERED in the presence of:**

\_\_\_\_\_  
**Signature of Witness**

## **SCHEDULE A**

### **Geographic Region**

Toronto, Ontario Canada

Vancouver, British Columbia Canada

## **SCHEDULE B**

### **Pricing, Services Offered, Policies and Guidelines**

Please refer to most recent Casa Toronto/Casa Vancouver: Agent Manual, Price Lists, Registration Packages and Welcome Package FAQ

## **SCHEDULE C**

### **Commissions**

Please refer to most recent Casa Toronto/Casa Vancouver Agent Manual and Price Lists

## **SCHEDULE D**

### **Notice**

#### **The Service Provider:**

Casa Toronto

Attention: Jose Matheus

90 George Henry Blvd, suite 20, M2J 1E7, Ontario, Toronto, Canada

(416) 897-7141

[www.casa-toronto.com](http://www.casa-toronto.com)

#### **The Agent:**

Name

Address:

Attention:

Telephone:

Email:

Fax: