



J-1 Hospitality Terms and Conditions 2026-2027 - Spirit Cultural Exchange

The applicant agrees that all information provided at the time of registration and or in any other document provided to OnPoint Travel and Education Services Limited and program sponsor is factual. Additionally, participants who present any false, fraudulent, or misleading document will be immediately dismissed from the program and charged a penalty of US\$150.

SECTION 1: PURPOSE OF THE PROGRAM

I understand that the purpose of the exchange visitor program being offered by OnPoint Travel and Education Services Limited and Sponsor is to:

1. Promote international understanding by improving American knowledge of foreign cultures while enabling foreign participants to increase their knowledge of American culture. This is achieved by serving as an intern/trainee.
2. To foster the exchange of culture, allowing participants to return to their home country and share their experiences with their fellow citizens.

SECTION 2: ROLE OF SPONSOR AND PROGRAM SPONSORSHIP

1. I understand that Sponsor is a designated J-1 intern/trainee sponsor authorized to administer J-1 internship and trainee programs. I acknowledge that Sponsor is primarily a cultural exchange organization and not an employment agency. Sponsor is responsible for my safety and well being and to ensure the rules and regulations of the program are followed. Sponsor ultimately has the authority to determine program violations and repercussions.

SECTION 3: SERVICES PROVIDED BY SPONSOR

1. Confirm participant's eligibility to participate in the requested J-1 Exchange Visitor Program according to the most updated program regulations.
2. Ensure the participant receives a job offer from their host employer which, at a minimum, discloses:
 - a. Duties and responsibilities relating to their job description.
 - b. Contractual obligations relating to their acceptance of job position; and
 - c. Financial compensation for their service within the offered role.
3. Ensure participants receive the same pay and benefits as their American counterparts.
4. Provide J-1 participants with insurance that meets or exceeds the requirements outlined in 22 CFR 62 - Exchange Visitor Program.
5. Provide an applicant with a DS-2019 document, which they will need to apply for their J-1 Visa in their home country.
6. Pay the SEVIS Fee I-901 and send the participant a SEVIS receipt.

7. Provide candidates with J-1 sponsorship for the approved category in which they have applied, along with all mandatory roles and services of a designated sponsor as outlined in 22 CFR 62 – Exchange Visitor Program, for the duration of their program.
8. Create an exchange visitor profile in SEVIS on behalf of the participant.
9. Provide the participant with a detailed pre-departure orientation as well as orientation materials, including a Participant Handbook with useful information on assimilating into American society.
10. Provide 24 hour support through an emergency hotline.
11. Constant communication and monitoring for the duration of the program.

SECTION 4: CANDIDATE'S OBLIGATIONS

The Candidate agrees:

1. To comply with all academic and/or work experience requirements and submit to OnPoint Travel and Education Services Limited the corresponding supporting documents.
2. To attend all interviews, including telephone or Zoom/Google Meets interviews, at the pre-arranged time organized by OnPoint Travel and Education Services Limited and Sponsor.
3. To not decline more than two (2) interviews with a potential Host Employer. Always notify the OnPoint Travel and Education Services Limited of my scheduled interviews.
4. The Candidate understands that he/she needs to do research about the Host Employer before accepting an interview. Once the Candidate has accepted an interview with a Host Employer, he/she should accept the position if the interview is successful. Declining an offer and the position after a successful interview will be subject to an administrative fee as described in this agreement.
5. The Candidate understands that OnPoint Travel and Education Services Limited does not have control over decisions on placement or can confirm any placement with the Host Employer. The Candidate has the option to withdraw from the program at any time while accepting the refund clause or remain with their application for next available placement or program intake.
6. To provide all necessary/requested authentic/truthful documentation in a timely manner.
7. To submit payment of the program fees in a timely manner (The due date will be indicated on the payment invoice or email notification).
8. To secure his/her housing before arrival in the United States unless provided by the Host Company for the duration of the stay in the USA.
9. To observe and respect the American culture and comply with all laws and regulations of the USA (included but not limited to all laws in relation to the Exchange Visitor Program) as well as the Host Company's internal regulations.
10. To perform his/her duties during the program, as described in Article 1 of this agreement, at a high standard and with all due skills, care and attention consistent with the level of the knowledge, experience or education which the Candidate has represented to the Service Provider and the Host Company.

CANDIDATE'S RESPONSIBILITIES.

The Candidate is responsible and liable for:

1. All transportation costs to, from and within the USA.
2. All of his/her living expenses such as food, transportation and housing unless provided by the Host Employer for the duration of the stay in the USA.
3. All medical expenses and bills that are outside the coverage of the medical insurance.

4. Reading all emails, documents, agreements, informational handouts and guidebooks provided to the Candidate by OnPoint Travel and Education Services Limited and Sponsor.

SECTION 5: ELIGIBILITY

I verify that I meet the following requirements for the program I am applying for:

1. Recent graduate (Intern)

- A. Degree awarded within the past 12 months with a degree in the related field with no experience.
- B. or Degree awarded more than 12 months prior to registration within the related field with 1 year of experience outside of the US within the field. (Trainee)
- C. 5 years experience in hospitality or related fields. (Trainee)

2. I speak and understand English at an intermediate or advanced level. I understand that my English level will be assessed during a spoken interview with an OnPoint Travel and Education Services Limited associate and through a written evaluation.

3. I will submit all required registration documents as outlined by OnPoint Travel and Education Services Limited and Sponsor.

4. I will participate in cultural activities while living in the U.S. and will provide documentation of my participation to my Sponsor.

5. I understand that Sponsor has final determination of my eligibility and may decline my application for any reason before the issuance of my DS-2019 document.

SECTION 6: GENERAL TERMS AND CONDITIONS

1. I agree not to start my intern/trainee program prior to the start date on my DS-7002 form or work beyond the end date on my DS-7002 form. I understand that I must return home within 30 days after the end date on my DS-7002 form, and I may not work or earn money during that period.

2. I understand that I must check-in with Sponsor within 72 hours after arriving in the United States to activate my SEVIS account. Failure to do this within 10 days will automatically cancel my program.

3. I understand that if I do not comply with the rules, regulations and requirements set by Sponsor that the Sponsor has the authority to terminate my program early and require me to return home immediately without a refund.

4. I will check my emails at least once every other day and respond to all messages from the Sponsor.

5. I understand that I must complete a monthly check-in with Sponsor where I will update my status and send evidence of participation in cultural activities.

6. I agree to protect and hold the Sponsor harmless, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing, or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or resulting from, or in connection with the services contemplated by this agreement.

7. I will declare any known medical history which could affect my ability to participate in the program or the position I was selected for.

8. I understand that I am not allowed to engage in any other activity for money for the duration of my J-1 program besides the duties and responsibilities outlined by my host company. This includes second jobs

for other companies without permission from the Host Company. If I am caught working a second job, my program without notice will be immediately terminated, and I will be required to depart the country without a refund.

9. I agree that any photos, testimonials or videos I sent to OnPoint Travel and Education Services Limited and Sponsor may be used in promotional materials.

10. I will not attempt to change my visa status while in the United States. I understand that any future visa applications must be initiated from my home country and that Sponsor does not support change of visa status.

11. I understand that by signing a job offer, I am making a commitment to a U.S. Intern/Trainee. Failure to abide by the terms of the contract could result in early termination of my program. If I am terminated by my host, I may be required to return to my home country.

12. The Intern/Trainee program does not guarantee placements, registered clients will have access to other Host Employer interviews up to a period of 6 months, after 6 months participants can choose to re-apply. Intern/Trainee participants must remain eligible.

SECTION 7: J-1 VISA APPLICATION

1. I understand that the J-1 Visa is a non-immigrant visa and that this program is not a way to obtain a permanent job in the U.S. or a way to immigrate. Further, I understand that I am expected to return to my home country at the conclusion of my program.

2. I have a valid passport that will not expire for at least six months after my program ends. I understand my DS-7002 Form is NOT a visa but is required for my ability to participate in the program in the USA. I understand that I must take the DS-7002 Form and other required documents to the U.S. Embassy or Consulate to apply for a J-1 visa in my home country.

3. I understand that I cannot change my program dates once my DS-7002 has been issued unless authorized by Sponsor and a new DS-7002 is issued at an additional cost.

4. I understand that if I need to leave the United States during my program, I must have prior authorization from Sponsor at least two weeks before my departure. Failure to do this will result in my inability to re-enter the country.

5. The Sponsor is not responsible, nor does Sponsor or OnPoint Travel and Education Services Limited have any influence as to whether the J-1 visa is approved at the US Embassy. Proof of eligibility to qualify for a J-1 visa lies solely with the applicant.

6. I understand that I may be subject to the Immigration and Nationality Act, Section 212(e), also referred to as the two-year home-country physical presence requirement. This may prevent me from applying for H, L or K visas for up to 2 years after the completion of my program, unless a waiver is granted.

SECTION 8: INSURANCE

1. I understand that my insurance coverage begins on my program start date. The insurance coverage ends on the Program End Date as listed on my DS-7002.

2. I understand that I must have medical insurance for the duration of my program, and I agree to accept the insurance policy provided to me by Sponsor.

3. I understand that I should always call the insurance provider before seeking medical attention to be preapproved for procedures whenever possible. I understand that failure to be pre-approved could result in liability for unwanted medical expenses.

4. I understand that I am responsible for all medical bills incurred during my program that are not covered under the provided insurance. Furthermore, I understand that Sponsor is not responsible for any bills I may incur.
5. I understand that the coverage provided to me by Sponsor is intended for emergency and urgent medical situations only. It is not intended for routine maintenance or check-ups.
6. I understand that my insurance does not cover any bills associated with pre-existing conditions. I agree to declare all pre-existing conditions to Sponsor before departing.
7. I understand that if I intend to stay in the United States past the end date of my program (to use the 30-day grace period), then it is my responsibility to arrange additional insurance coverage for this time.

SECTION 9: EXPENSES

1. I understand that there is a fee required to participate in a J-1 program. The fees are required to provide the placement, DS-2019, medical insurance, orientation materials, 24/7 support and monitoring throughout my program.
2. I understand that I am responsible for additional expenses for services not included in the Sponsor Terms and Conditions. These include housing, transportation, food and entertainment.
3. I understand that I must have access to at least \$700 upon entering the United States to cover living expenses before I receive my first stipend check which may take several weeks after arrival.
4. I understand that the purpose of my stipend from my host company is to assist in covering living expenses and not to make or save money. I also acknowledge that the stipend is not guaranteed to cover all living expenses.
5. I understand that the purpose of the Exchange Visitor program for which I am applying is not to work or earn money, but rather to experience American culture and work experience.
6. I understand that I may not engage in any other forms of paid work during my J-1 program unless approved by the sponsor besides that with the host employer listed on my DS-2019.

7. Program Costs Disclosure:

Service	Cost	Description of Services
Agent Fee	\$350TT	One-time, non-refundable fee for J-1 US Camp Counselor Program Registration Form.
Premium Agent Fee	\$950 USD	Administrative costs: Recruitment, screening, document translation, interview organization, document collection, English evaluation, orientation, interview assistance.

Independent Agent Fee	\$450 USD	Administrative costs: Recruitment, screening, document translation, interview organization, document collection, English evaluation, orientation, interview assistance.
Premium Sponsor Program Fee (12 Months)	\$2,235 USD	Full-Service Program Application.
Independent Sponsor Program Fee (12 Months)	\$1,835 USD	Self-Service Program Application

Once placement has been completed, there are additional fees throughout the program process. Please see the below:

Payment Plan Admin Fee	\$250USD	Mandatory Fee charged by the US Sponsor for Payment Plan selection
SEVIS Fee	\$225 USD	Mandatory fee to make a J-1 Visa appointment. Paid directly to the U.S. Government online.
Program/DS-2019 Extension:	\$100 plus \$20 per week	Program extension after arrival must be approved by Spirit at least one month before the original program end date. (fees are charged directly to participant)
J1 Visa Fee	\$185 USD	The J1 VISA fee will be paid by the EV directly to the US Embassy when scheduling the J1 Visa appointment, after a DS 2019 form has been issued by the Sponsor
Re-issue of DS 2019	\$150 USD	Re-issue DS-2019 Due to Loss or Inaccurate Information

SECTION 12: REFUNDS

1. Agent Registration Fee of \$850TT is non-refundable.
2. Agent Fee (included in the program fee) is partially refundable: This covers Recruitment, screening, interview organization, placement, document collection, English evaluation, orientation. In case of a visa denial at the US Embassy, the Candidate must inform OnPoint Travel and Education Services Limited and sponsor within 3 business days of denial and return the original Form DS-2019 and proof of denial from the Embassy or Consulate within 10 Business Days from the date of denial in order to be eligible for refunds. The Candidate will be entitled to a refund of the agent fee refund of (\$100USD).

- Premium Sponsor Program Placement

3. Cancellation prior to verbal acceptance of offered position following interview with Host Company. Full Sponsor Program Fee will be refunded.
4. Cancellation after acceptance of position on Premium Offer but before T/IPP is accepted and signed by the participant. A fee of \$300USD will be charged, if applicable.
5. Cancellation after T/IPP is accepted and signed by participants and cancellation occurs at least 30 days before DS-2019 start date. A fee of \$750USD will be charged, if applicable.
6. Cancellation after T/IPP is accepted and signed by participants and cancellation occurs 29 days to 1 day before the DS-2019 start date. A fee of \$1000USD will be charged, if applicable.
7. Cancellation on or after DS-2019 start date. Loss of entire program fee (including base + monthly fees and any other nonrefundable fees, if applicable)
8. Visa Denials, the participant must notify us within 10 business days of visa denials. A fee of \$350USD will be charged.

- Independent Sponsor Program Placement

1. Cancellation prior to verbal acceptance of offered position following interview with Host Company. Full Sponsor Program Fee will be refunded.
2. Cancellation after site visit (if applicable) but before T/IPP is accepted and signed by Spirit, Host Company, and participant. A site visit fee of \$195USD will be charged.
3. Cancellation after T/IPP is accepted and signed by participants and cancellation occurs at least 30 days before DS-2019 start date. A fee of \$750USD will be charged, if applicable.
4. Cancellation after T/IPP is accepted and signed by participants and cancellation occurs 29 days to 1 day before the DS-2019 start date. A fee of \$1000USD will be charged, if applicable.
5. Cancellation on or after DS-2019 start date. Loss of entire program fee (including base + monthly fees and any other nonrefundable fees, if applicable)
6. Visa Denials, the participant must notify us within 10 business days of visa denials. A fee of \$350USD will be charged.

All refunds will be processed in the following accordance with the US Sponsor program end season of each year (November-December). Refunds will only be issued once OnPoint Travel and Education Services Limited is in receipt of the refunds amount issued by US Sponsor. Once a refund has been issued to OnPoint Travel and Education Services Limited, refunds will take up to 20 business days and there will be a \$25USD transaction fee. Please note refunds are issued in USD currency and you must have a USD bank account.

SECTION 13: OTHER TERMS

1. The Candidate understands that OnPoint Travel and Education Services Limited may cancel his/her application if OnPoint Travel and Education Services Limited determines that the Candidate fails to pass the eligibility requirements based on the rules and regulations by OnPoint Travel and Education Services Limited and/or the Program Sponsor. It is the client responsibility to ensure they meet the requirements, no issues of refunds will be issued if application were not successful.

2. The length of the program agreed upon by the Host Company and the Candidate shall be contingent on the Candidate's performance as reviewed by the Host Company and does not bind the Host Company to the full duration if the Candidate does not meet the Host Company professional requirements or standards. The Candidate understands that if the Host Company determines that the Candidate does not perform his/her duties properly and/or the Candidate does not comply strictly with the regulations, the Host Company has the right to terminate or fire the Candidate. In which case, the Candidate will not be entitled to receive any refund.

3. If the Host Company goes out of business, files for bankruptcy, shuts down for any reason, or terminates or lays off the Candidate for lack of commercial activity, the Service Provider will assist the candidate in finding a new Host Company; however, the Service Provider cannot guarantee that a suitable new Host Company will be found within a reasonable time with due consideration of the full program duration and/or validity of the J1 Visa.

4. Candidate agrees to indemnify and hold harmless Sponsor, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing, or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or resulting from, or in connection with the services contemplated by this agreement.

5. The Candidate confirms that he/she is fit to participate in the Work and Travel Program both physically and mentally, and understands that the experience can be stressful and may require participants to engage in physically strenuous activities. All pre-existing medical conditions must be made known to the Service Provider in writing at the time of application. Accommodations will be made whenever possible to allow applications from Candidates with non-serious medical conditions

6. I confirm that OnPoint Travel and Education Services Limited has provided me with accurate program information and materials before signing this agreement and paying any non-refundable fees, including recruitment materials and/or the website of my potential sponsor. This information explained program activities and terms and conditions of program, including the terms and conditions of any employment activities (job duties, number of work hours, wages and compensation, and any typical deductions for housing and transportation), included an itemized list of all fees charged to me (i.e., fees paid to the sponsor, host company, and international agency), insurance costs, other typical costs, conditions, and restrictions of the exchange visitor program(s), and the type, duration, nature and importance of the cultural components of the program. I understand that my stipend or wages might not cover all of my expenses and that I should bring additional personal funds.

By signing below, I acknowledge that I have read and understood all sections of this terms and conditions document and agree to abide by its contents and instructions. (Please sign and date on the next page.)

Full Name (Printed): _____

Signature: _____

Date: _____

Note: You may also be asked to sign the terms & conditions of Sponsor, note however that this agent partner terms and conditions have combined both documents for client visibility