

STUDENT INTERN AGREEMENT

This Student Intern Agreement is made and entered into as of this

1 day of February 2023,

BY AND BETWEEN

ERIE COUNTY TRANSITION CENTER, a division of the ERIE COUNTY TECHNICAL SCHOOL, 8500 Oliver Road, Erie, Pennsylvania 16509 hereinafter referred to as "School"

AND

Home2Suites, hereinafter referred to as "Suites"

AND

WHEREAS, the School believes that proper field-based learning is an important component of the education of students within the School.

WHEREAS, field-based learning provides a realistic and practical educational learning experience for students.

WHEREAS, Suites is a valued member of the community which supports field-based learning opportunities for students from the School.

WHEREAS, the School, Suites believe it is necessary to ensure that all parties, including the School, students, parents, Suites are afforded appropriate rights, responsibilities and protections associated with participating in a field-based learning experience and wish to enter into this Student Intern Agreement to facilitate those goals.

In consideration of the mutual covenants and promises contained herein and with the intention to be legally bound hereby, the parties agree to the following:

1. Internships. The School agrees that the students will undertake available internships in order to provide a comprehensive view of the Suites facilities and businesses that focus on the roles and responsibilities of those facilities and businesses.
2. Interns. The School agrees that the students shall not be considered employees of Suites within the meaning of the Fair Labor Standards Act and the Pennsylvania Minimum Wage Law.
3. Training. The School and the students acknowledge that the training, even though it is conducted on site at the facilities of Suites is similar to that which is given at the School.
4. Supervision. The training is for the benefit of the students of the School. The training does not displace the regular employees of Suites. The students of the School shall work under close supervision of Suites employees.

5. Benefit. Suites derive no immediate advantage from the activities of the students and on occasion Suites facilities and operations may be impeded by the presence and training of the students.
6. Wages. The students of the School are not entitled to a job at the conclusion of the training period. The students understand that they are not entitled to wages for time spent within the training program of Suites.
7. School Representative. A School representative will be present during the field-based learning experience unless other arrangements are made between the School, Suites as an amendment to this Agreement.
8. Schedule. Students of the School will be assigned for this experience only during days and hours that the School is in session. The dates of training are to be established and agreed to between the School, Suites.
9. Attire. Students of the School are to dress in appropriate business attire unless Suites require other attire to complete the training.
10. Transportation. Transportation of the students from the School or other locations to Suites facilities is the responsibility of the School.
11. Attendance. Students are expected to be in attendance at the Suites facilities on each day of the program. Early dismissal by Suites will not be accepted unless previously authorized by the School.
12. Suites Policies. Each student will adhere to Suites policies and failure of the student to comply with such policies will result in termination of the student from the program or other sanctions in accordance with such policies of Suites.
13. Liability Insurance. Suites will maintain liability insurance coverage for acts of omissions of Suites and its agents which is anticipated to be applicable to incidents involving the students to the same extent as to incidents involving other guests or members of the public who enter Suites facilities; provided, however, that Suites reserve the right to require the parent or guardian of the student to sign a waiver and release from liability, and the fact that Suites maintain liability insurance shall not be construed to override any such waiver or release or to constitute an assumption of liability or a waiver of any defenses. Students of the School agree that treatment of illness or injury will not be given at the Suites facilities without signed permission of the parent or guardian, except under emergency conditions.
14. Safety. Suites agree to provide students with the necessary safety instructions in regard to the use of equipment at the Suites facilities.
15. Term. The term of this Agreement shall begin on the 20 day of January, 2023 and continue until May 31, 2023 and may be renewed on a yearly basis by the parties.
16. Assignment. Neither party may assign this Agreement without the written consent of the other party.
17. Amendment. No modification, amendment or alteration of the terms of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Student Intern Agreement to be executed by its duly authorized officers as of the day and year first written above.

ERIE COUNTY TECHNICAL SCHOOL:

Secretary Date

President Date
Joint Operating Committee

Witness Date

General Manager – Home2Suites Date