

Agreement with Candidate

This is a contract between Rainbow Homestay, LLC (Rainbow), Homestay and \_\_\_\_\_ (The Candidate)

**1. Application Fee**

1.1 The Candidate will pay an application fee of as stated in Exhibit 1.

**2. Homestay Fee**

2.1 The Homestay Fee be the listed in Exhibit 1.

2.2 The Homestay Fee is the assessed to pay for rent, meals utilities, and incidental materials, provided by the Homestay Family.

2.3 The term of the Homestay shall be the dates indicated in Exhibit 1.

2.4 The Homestay Fee is due to Rainbow Homestay, in advance.

a) For a Homestay longer than thirty (30) days, the Homestay Fee will be assessed on a monthly basis. The payments must be received by Rainbow Homestay thirty (30) days in advance of the beginning of each monthly term.

b) if no check-out/termination date is set, then the Candidate must provide a thirty (30) day deposit. (Credit card imprint deposit is available with Visa, Master and JCB card)

c) Thirty (30) days notice must be provided before checking out.

d) If thirty (30) days notice is provided, then the deposit will be applied to the last thirty (30) days' Homestay Fee.

e) If thirty (30) days notice of check-out is not provided, the Candidate must still pay the monthly Homestay Fee and the deposit will not be refunded.

f) If payment for the next month's Homestay Fee is not made by the end of the month, the homestay agreement will be deemed to be terminated subject to sections e) above.

2.5 Payments must be made by cash, check, wire transfer, or other bank deposit.

**3. The Room**

3.1 The Candidate will have a private room with bed, bedding, and desk.

3.2 The Candidate may decorate the room in a manner that does not damage or permanently alter the room. (For example, use of paint, wallpaper, nails, or tacks on walls is prohibited).

3.3 The Candidate must clean the room and maintain it in a presentable manner.

3.4 The Candidate must clean any common areas used.

3.5 The Candidate will be provided by the Homestay Family with keys, access cards, and/or access codes necessary to enter and exit the home.

#### **4. Bathroom**

4.1. The Candidate will be provided with a bathroom that is private or semi-private, and toilet paper.

4.2 The Candidate must supply his/her own toiletries (soap, shampoo, toothbrush, toothpaste, etc.)

#### **5. Meals**

5.1 The Homestay Family will provide two (2) meals a day for the Candidate: Breakfast and Dinner for Meal Plan stay.

5.2 Breakfast will be self-serve (not hot meal) and dinner will be prepared by host family.

#### **6. Laundry**

6.1 The Candidate is required to wash and dry his/her own laundry. The Homestay Family will provide and washing machine for the Candidate's use.

6.2 The Candidate must supply his/her own laundry detergent.

6.3 Any dry cleaning will be the Candidate's responsibility.

6.4 The Candidate is allowed to use washer up to twice a week.

#### **7. Smoking**

7.1 Smoking is not permitted inside the Homestay Family's home at any time. If you must smoke, please smoke away from the house and dispose of your used cigarettes properly.

**8. Visitors**

8.1 The Candidate may only invite visitors to the Homestay Family's home with prior permission of the Homestay Family.

**9. Internet**

9.1 The Candidate will be provided with Wi-Fi access by the Homestay Family.

**10. Transportation**

10.1 The Candidate is responsible for his/her own transportation for school and/or leisure activities.

10.2 The Homestay Family will familiarize the Candidate to local bus routes.

**11. Placement**

11.1 Rainbow Homestay reserves the right to refuse a Candidate's application, with refund of the application fee.

11.2 The Candidate understands that the Homestay Family is opening their private home to the Candidate and is not operating a public accommodation under the Americans with Disabilities Act. The Candidate understands that there is no guarantee that a Homestay Family can provide accessible lodging and/or physical assistance.

11.3 If the Candidate with a disability is placed with a Homestay Family, but the Homestay Family is not able to accommodate the Candidate, Rainbow Homestay will attempt to find another Homestay Family without charging an additional application fee. If another Homestay Family cannot be found, the Candidate will be provided a refund of the Homestay Fee on a prorated basis.

**12. Fitness**

12.1 The Candidate understands that the Homestay experience is a positive one, but that being away from home might be an emotional experience. The Candidate affirms that they are not suffering any mental illness or otherwise unfit to participate in a Homestay.

**13. Insurance**

13.1 The Candidate is required to purchase Study Abroad Insurance (Ryugaku-Hoken), in order to be eligible for a Homestay.

**14. Transfers**

14.1 If the Candidate requests a change the Homestay Family after check-in, Rainbow Homestay will make another arrangement. The Candidate will be charged an application fee. If the Candidate terminate this Agreement in order to enter into an agreement with another Homestay agency a service fee will be charged.

**15. Arbitration**

15.1 Any dispute arising under this Agreement, including any breach of or disagreement regarding the interpretation of this Agreement, which the Parties cannot resolve in good faith ("Dispute"), will be submitted to binding arbitration before a single arbitrator. Such arbitration will be the exclusive method for resolving a Dispute. No Party may commence an action or other proceeding to resolve or address a Dispute. A Party may initiate arbitration by giving to the other Party written notice of submission to arbitration of such a Dispute ("Arbitration Demand"). Upon receipt of an Arbitration Demand, the Parties will use their best efforts to agree upon and retain a single arbitrator. But if the Parties cannot agree upon and retain a single arbitrator within five days following the date an Arbitration Demand is received, then the arbitrator will be selected through Dispute Prevention and Resolution, Inc., according to its Arbitration Rules of Dispute Prevention and Resolution.

15.2 The Parties will be responsible for their own attorney fees and other costs of arbitration, except that they will each pay one-half of Arbitrator's fees and expenses. Judgment may be entered upon any award made in arbitration by the Circuit Court of the First Circuit of the State of Hawaii as provided by statute, which judgment will not be subject to appeal.

**16. Waiver of Liability**

16.1 The Candidate, the Candidate's parents/legal guardians, and/or any undersigned party agree to HOLD HARMLESS Rainbow Homestay and WAIVE any and all current and future claims, actions, suits, procedures, costs, expenses, damages and liabilities, for any personal injury, illness, accident, death, or loss of consortium, loss of companionship, or loss of filial affection on, account of any act or omission of the Homestay Family, any person in the Homestay Family's residence, any agent or employee of the educational institution the Candidate is attending, or any person on the campus of the educational institution the Candidate is attending.

16.2 The Candidate, the Candidate's parents/legal guardians, and/or any undersigned party agree to INDEMNIFY, DEFEND and HOLD HARMLESS Rainbow Homestay from and against any and all current and future claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought against Rainbow Homestay as a result of any issue related or associated with the homestay or the Candidate, including but not limited to any act or omission by any of the Candidate for: 1) the loss of property, assumpsit, personal injury, illness, accident, death sustained, or loss of consortium, loss of companionship, or loss of filial affection by any member of the Homestay Family; and/or 2) any act or omission by the Candidate creating liability or dispute with any third-party.

**17. Jurisdiction**

17.1 The Candidate, the Candidate's parent/legal guardian, and/or any undersigned parties agree that the law of the State of Hawaii control this agreement.

17.2 A Japanese translation of this Agreement has been provided for the convenience but the English term of this contract shall control.

17.3 Upon signature of this Agreement and payment in full is received by Rainbow Homestay, the Candidate will be deemed to have entered into the Agreement.

I, \_\_\_\_\_, agree to abide by the rules of the house and have open communication about any questions or problems that may arise.

Other: \_\_\_\_\_  
\_\_\_\_\_

Candidate Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature required for Candidate age 18 under;

Parent or guardian Signature: \_\_\_\_\_

Relationship to the Candidate \_\_\_\_\_ Date: \_\_\_\_\_