

Agreement with Host Family

The undersigned party(s) (singularly or collectively as content dictates **“Hosting Party”**) on behalf of themselves and those named within the Host Family Information Sheet attached hereto (collectively **“Homestay Family”**) hereby requests that Rainbow Homestay, a Limited Liability Company and its agents, representatives, members, managers, assignees, employees, and without limitation parties acting on behalf of or in proxy for Rainbow Homestay, LLC (collectively **“Rainbow Homestay”**) provide introductions to eligible candidates (**“Homestay Candidates”**) that may have an interest in lodging at the home of the Hosting Party in a family environment, generally called a homestay.

The Hosting Party warrants and represents that any and all parties of the Homestay Family named in the Host Family Information Sheet attached hereto shall abide with the terms of this Agreement.

1. Responsibilities and Role of Rainbow Homestay

1.1 Rainbow Homestay obligations are limited to the introduction of potential Homestay Candidate(s) to the Hosting Party for consideration and payment of a Hosting fee. The determination of acceptance or decline is at the option of the Hosting Party and the Homestay Candidate(s). Efforts made by Rainbow Homestay to ensure suitability of Homestay Candidate(s) are made without warranty, guarantee, or representation, as to the suitability thereof or to any related information provided by Rainbow Homestay or the Homestay Candidate(s). The Hosting Party has the right to investigate and consider the suitability of any potential Homestay Candidate introduced by Rainbow Homestay in deciding whether to accept or decline the said potential Homestay Candidate.

1.2 At Rainbow Homestay’s sole option, control, and determination, Rainbow Homestay may engage in actions to assist or give guidance to the Hosting Party or Homestay Candidate(s) to facilitate a smooth and productive homestay experience for both parties. However, Rainbow Homestay is under no obligation to provide any action beyond or in addition to the introduction of potential Homestay Candidate(s) to the Hosting Party. Any additional assistance or guidance offered by Rainbow Homestay is completely voluntary and does not waive any right or create any additional obligation for Rainbow Homestay to any party. Furthermore, any guidance or advice given by Rainbow Homestay is done so without warranty, guarantee, or representation, and the Hosting Party and Homestay Candidate(s) are hereby advised to investigate and verify any and all information, advice, or guidance, provided by Rainbow Homestay. In the

event, Rainbow Homestay decides to undertake such facilitation upon request by Host Family it may condition such undertaking upon reasonable compensation.

2. Responsibilities and Role of Hosting Party and Host Family

2.1 The Hosting Party shall provide safe and suitable lodgings within their home to allow the Homestay Candidate to interact with the Homestay Family in family-like environment.

(a) The Hosting Party shall assist the Homestay Candidate in learning about the area and the American culture, and shall provide the student with general information about living in Hawaii, including but not limited to explaining where to shop and how to use public transportation.

(b) The Hosting Party shall ensure that the Homestay Candidate is not exposed to dangerous, discriminatory, or unlawful activity within their home or by any member of the Homestay Family. Dangerous, discriminatory, or unlawful activity shall include but is not limited to underage alcohol use, illegal drug use, discriminatory or abusive language, inappropriate conduct, or abusive behavior.

(c) The Homestay Family shall not subject the Homestay Candidate(s) to sexual harassment, including but not limited to unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display of obscene materials, sexually explicit or offensive jokes, or physical assault.

2.2 The Homestay Party shall agree to provide all lodging, services, materials, and items listed in Exhibit A attached.

2.3 The term of this agreement shall be one year beginning on April 1st 2014

2.4 The Hosting Party shall receive the compensation as provided herein.

(a) Within one (1) week of the Homestay Candidate's check-in, the Hosting Party will receive the Hosting Fee.

(b) If the Homestay Candidate cancels, the Hosting Party will return the prorated amount Rainbow Homestay.

2.5 The Hosting Party may terminate this Agreement at any time before acceptance of a Homestay Candidate for lodging with reasonable notice to Rainbow Homestay. If a Homestay Candidate(s) is lodging with the Homestay Family at the time of requested termination, the Hosting Party may terminate this Agreement with written notice to the Homestay Candidate(s) and Rainbow Homestay; providing two week notice is given to provide time to find suitable arrangements for alternative lodging. If immediate termination is demanded by the Hosting Party, Rainbow Homestay and /or the Homestay Candidate has the right to recover any and all reasonable and necessary cost and expenses occurred for temporary accommodation while alternative lodging is arranged. If this Agreement is terminated, the Hosting Party shall return any and advance payments, including a prorated portion of the Hosting Fee as calculated by Rainbow Homestay, and/or other funds that have been paid by either the Homestay Candidate or Rainbow Homestay to the Hosting Party.

2.6 The Hosting Party shall discuss and negotiate any and all issues and disputes between the Homestay Family and Homestay Candidate in a manner promoting mutual understanding, and work for the fair and amicable resolution of all disputes. In the event issues and disputes cannot be resolved Rainbow Homestay should then be contacted.

(a) Rainbow Homestay may, at Rainbow Homestay's sole option, control, and determination, chose to assist where a situation is creating hardship, danger, or burden on the Homestay Family or Homestay Candidate. Such at Rainbow Homestay's sole option, control, and determination and may include immediate removal of the Homestay Candidate for alternative lodging arrangements.

(i) If conditions require immediate removal of the Homestay Candidate, the Hosting Party shall waive any and all legal cause or complaint related to the said removal, including but not limited to claim for breach of contract, and shall accept Rainbow Homestay's determination without dispute.

(ii) Any dispute resolution assistance or guidance offered by Rainbow Homestay is completely voluntary and does not waive any right or create any additional obligation for Rainbow Homestay to any party.

2.7 The Hosting Party is required to have liability coverage under homeowner's insurance policy, renter's insurance policy, or umbrella insurance policy to cover any claims for property damage or personal injury brought by a Homestay Candidate. Upon request Hosting Party will make any Insurance Policies, Declaration Pages, or Certificates of Insurance applicable available for inspection by Rainbow Homestay.

2.8 If the Homestay Family transports the Homestay Candidate in a personal vehicle, the vehicle shall have at least the mandatory Personal Injury Protection and Bodily Injury Coverage. Upon request the Homestay Family shall make any Declaration Page available for inspection by Rainbow Homestay.

2.9 The Homestay Party shall notify Rainbow Homestay, at least thirty (30) days in advance, of any change in address, contact information, or Homestay Family Structure.

3. Waiver of Liability

3.1 Hosting Party agrees 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 Homestay Candidate, including but not limited to any act or omission by any party of the Homestay Family creating liability or dispute with any third-party, including but not limited to any actual or potential Homestay Candidate(s); 1) the loss of property, 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 or their guests, incurred as a result of any or omission by the Homestay Candidate; 2) any act or omission by any Homestay Candidate(s) creating liability or dispute with any third-party, including but not limited to any member of the Homestay Family; and 3) any claim against Rainbow Homestay made by a member of the Homestay Family.

4. Use of Information By Rainbow Homestay

4.1 The Hosting Party and Homestay Family agree that Rainbow Homestay may conduct a background check and understand that if information is withheld from Rainbow Homestay that it may decline or terminate this agreement.

4.2 Rainbow Homestay is hereby authorized to use any and all information, photographs, video, recordings, and other descriptions and likenesses, regardless of media, (collectively, "Submitted Information") regarding the Homestay Family submitted by the Hosting Party not declared by the Hosting Party to be confidential or for limited use. Hosting Party hereby warrants and represents that they have authority to release the Submitted Information for publication, and shall identify, defend, and hold harmless Rainbow Homestay from any dispute associated by the said use of said Submitted Information.

- (a) Hosting Party shall notify Rainbow Homestay of any and all Submitted Information that is not for disclosure in a public forum, to be held confidential, or is for limited use.
- (b) Rainbow Homestay has right of use and publication of any and all Submitted Information that is not declared by the Hosting Party to be confidential, not for disclosure in a public forum, or is for limited use.

4.3 For stays by a Homestay Candidate longer than twenty-eight (28) days, if the Homestay Candidate requests an inspection of the home prior to check-in, the Hosting Party shall make the home available for inspection.

5. Warranty and Representations of the Hosting Party

5.1 The undersigned Hosting Party(s) hereby warrants and represents that:

- (a) They have full legal authority to execute this agreement and no other party's authorization is required. Hosting Party(s) has full legal authority to enter this agreement on behalf of each and every member of the Homestay Family.
- (b) The homestay lodging location and home is free of hazards or potentially dangerous defects, and is suitable for the lodging of a Homestay Candidate.
- (c) No member of the Homestay Family has been convicted of a felony, arrested or convicted for a sexual crime, or has any known mental disorder or drug addiction issues.
- (d) Any information disclosed to Rainbow Homestay is true and correct to the best of their knowledge and belief.

5.2 By signing the Agreement, the Hosting Party will not, during the term of this agreement, enter into an agreement with another Homestay agency or accept a Homestay Candidate from an entity other than Rainbow Homestay without approval of Rainbow Homestay.

6. Arbitration

- 6.1 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 pursuant to the Arbitration Rules of Dispute Prevention and through Dispute Prevention and Resolution, Inc.

- 6.2 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.

7. Miscellaneous

- 7.1 **Titles and Captions.** All section titles or captions in this Agreement are for convenience only. They are not a part of this Agreement and do not define, limit, extend, or describe the scope or intent of any provisions.
- 7.2 **Definitions.** The bolding, capitalizing of initial letters, and enclosing of a word or phrase in quotation marks in this Agreement means that such word or phrase is defined by the surrounding text, as suggested by the context (“Defined Terms”). Unless otherwise stated or logically required by the context, each other use of a Defined Term with capitalized initial letters but without bolding and quotation marks incorporates the corresponding definition. An uncapitalized word or phrase is not a Defined Term and retains its common or legal term-of-art meaning, as applicable, notwithstanding that such word or phrase may contain the same text as a Defined Term.
- 7.3 **Pronouns and Plurals.** Whenever the context may require, any pronoun used in this Agreement includes the corresponding masculine, feminine, or neuter forms. The singular form of Defined Terms, nouns, pronouns, and verbs include the plural, and vice versa.
- 7.4 **Further Action.** The Parties will execute and deliver all documents, provide all information, and take or refrain from taking action, as may be necessary or appropriate, to achieve the purposes of this Agreement.
- 7.5 **Assignment and Delegation.** Neither Party may assign this Agreement without the prior written consent of the other Party.

- 7.6 Binding Effect. This Agreement binds and inures to the benefit of the Parties and their successors, legal representatives, and permitted assignees.
- 7.7 Integration. This Agreement constitutes the final, entire agreement among the Parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements and understandings pertaining to this Agreement. All Schedules referenced in this Agreement are a part of this Agreement.
- 7.8 Waiver. A failure by a Party to require strict performance of any provision of this Agreement, or to exercise any right or remedy arising because of a breach, is not a waiver of such breach or any other covenant, duty, agreement, or condition. Any extension or waiver by a Party of any provision in this Agreement will be valid only if set forth in a writing signed by such Party.
- 7.9 Amendment. This Agreement may not be amended or modified except by a written instrument executed by all of the Parties.
- 7.10 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of such provision in every other respect and the remaining provisions of this Agreement will not, at the election of the Party for whose benefit the provision exists, be in any way impaired.

8. **Signing**

- 8.1 This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile. Digital or electronically stored copies are valid as an original.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective as of the date of: _____

Rainbow Homestay

Signature: _____

Name: _____, with authority and on behalf of Rainbow Homestay, a Limited Liability Company.

Hosting Party(s):

Signature: _____ Date: _____

Name: _____