



Agreement with Candidate

(Rainbow Homestay, LLC)

This is a contract between Rainbow Homestay, LLC (Rainbow) and

_____ (The Candidate)

1. Application Fee

- 1.1 The Candidate will pay an application fee as stated on an invoice.
- 1.2 Application fee must be paid 14 days before the starting date.

2. Homestay Fee

- 2.1 The Homestay Fee is listed in the price list and an invoice.
- 2.2 The Homestay Fee is assessed to pay for rent, meals utilities, and incidental materials, provided by the Homestay Family.
- 2.3 The Homestay Fee is due to Rainbow 14 days before the starting date.
 - a) For a Homestay longer than twenty nine (29) days, the Homestay Fee will be assessed on a monthly basis. In the case of monthly payment, from the second month onwards, Rainbow must receive the next month's fee on the 22nd of each month.
 - b) Thirty (30) days notice must be provided before checking out.
 - c) There is no daily discount under 30 days.
 - d) If the candidate wants to change the meal plan, the candidate can change it in 1 month units after the Host family's permission.
 - e) Check-out time shall be by noon. After noon, an additional charge will be incurred. Prices vary depending on length of extension time.
- 2.4 Payments must be made by credit card, wire transfer, cash, check or money order.
- 2.5 If the item becomes dirty, malfunctions, or is damaged due to lack of care by the candidate, compensation may be required at the time of check out. This applies are not only to the candidate's bedroom but also to all items used in the host family's home. |

3. The Room

- 3.1 The Candidate will have a bed 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.

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 for with Meal plan stay (2 meals- Breakfast and Dinner)

5.2 If with a Meal plan, breakfast will be self-serve (not a hot meal) and dinner will be prepared by the host family.

6. Laundry

6.1 The Candidate is required to wash and dry his/her own laundry. The Homestay Family will provide a 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 the 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. Cancellation policy/Refund

- 14.1 Rainbow will accept cancellations as stated in the invoice. Rainbow will refund all fees per candidate, less the application fee as an administrative fee per candidate.
- 14.2 Application fee is non refundable. Homestay fee is fully refundable on or before the number of days stated on the invoice prior to starting date.
- 14.3 There will be no refund for student cancellations from the number of days stated on the invoice to 1st day counting from a day before the starting day unless otherwise stated in a separate agreement.
- 14.4 There are no refunds for students who have to leave the program early, including for emergencies and expulsion.
- 14.5 In the instance of late/partial payments, Rainbow may, at its sole discretion, withhold placement and host information. It is expressly understood and agreed by the candidate that Rainbow will not be

responsible for any and all consequential damages and costs for withholding host information or program cancellation in instances of late or partial payments from the agent.

- 14.6 Both homestay family and the candidate are given the right to cancel by notifying before 30 days from the terminated date.
- 14.7 The candidate must notify before 30 days from the terminated or preferred date for extension, shortening and cancellation.
- 14.8 If the candidate wishes to shorten the stay or move out from the contract period, and if the desired date is less than 30 days from the date of notification, the payment will be occurred until 30 days after the date of notification.
- 14.9 If the candidate has to move out due to homestay family's circumstances, the candidate will be placed in a new homestay family by Rainbow with no extra application fee.

15. Transfers

- 15.1 If the Candidate requests a change of the Homestay Family after check-in, Rainbow Homestay will make another arrangement. The Candidate will be charged an application fee.
- 15.2 If the Candidate terminates this Agreement in order to enter into an agreement with another Homestay agency a service fee will be charged.
- 15.3 Host families are independent contractors for Rainbow and it is strongly prohibited for any payment to be made directly. And this will be valid even after check out.

16. Arbitration

- 16.1 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.
- 16.2 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.

17. Waiver of Liability

- 17.1 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.
- 17.2 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.

18. Jurisdiction

- 18.1 The Candidate, the Candidate's parent/legal guardian, and/or any undersigned parties agree that the law of the State of Hawaii controls this agreement.
- 18.2 A Japanese translation of this Agreement has been provided for the convenience but the English term of this contract shall control.
- 18.3 Upon signature of this Agreement and payment in full is received by Rainbow Homestay, the Candidates 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:** _____