

Ohana Homestay Family Terms and Conditions Agreement

As a Ohana Homestay Host Family, you agree to provide room and board to Ohana Homestay Candidates who are visiting Hawaii for educational and/or recreational purposes. The host family will offer a safe and friendly environment within their home, helping the Homestay Candidate in learning about the area and the American culture.

I. Home

1. Homestay Family will provide a clean, private, furnished bedroom and private or semi-private bathroom for Homestay Candidate.
2. Keys, access cards, and/or access codes necessary to enter and exit the home.
3. Free Internet Wi-Fi Access

II. House Rules

1. Homestay Family will provide written or unwritten rules of their home. Violation of house rules may be grounds for immediate termination of the Homestay.
2. For Candidates under 18 years old, establish a reasonable weekday and weekend curfew and ensure that is adhered to by the Candidate.
3. For Candidates 14 years old or younger, an adult Homestay Family member may be required to escort a Candidate(s) at all times.
4. Allow Homestay Candidate the ability to 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 are prohibited).

III. Meals

1. Provide two (2) adequate meals a day for the Candidate, if a meal plan is selected: Breakfast and Dinner.
2. If the Teacher is also providing Homestay, provide three (3) adequate meals a day for the Candidate, if a meal plan is selected.

IV. Laundry

1. The Homestay Family will provide a washing machine for The Candidate's use, at least once a week.
2. If the Homestay Family does not have a washing machine, the Homestay Family will provide cash or a pre-paid laundry card for The Candidate to use at the laundry apartment, laundry facility, or commercial laundromat.
3. The Candidate is responsible for doing his/her own laundry, however, Candidates 14 years or younger, the host parent will need to wash/dry the Candidates' clothes.
4. Any dry cleaning will be The Candidate's responsibility
5. Candidates staying less than a month, the Homestay Family will provide laundry detergent.
6. Candidates staying a month or longer, must provide their own laundry detergent.

V. Transportation

1. The Homestay Family may be required to pick up/drop off The Candidate at specific location(s) (including, but not limited to, the airport).
2. If The Candidate requests to be picked up or dropped off at the airport after arrival, the Candidate shall notify Ohana Homestay. The Candidate will be charged by Ohana Homestay, which includes reimbursement to the Homestay Family.
3. The Homestay Family will familiarize The Candidate with local bus routes, taxi services or other means of local transportation.

4. The Homestay Family is not responsible for transportation of Candidate for school and/or leisure activities unless agreed upon with Ohana Homestay and the Host Family.

VI. Cancellation/Move-Out

1. For Monthly Homestays, if The Candidate or Homestay Family informs OHANA Homestay, within ten (10) days after check-in, that the living situation is unsuitable, at OHANA Homestay's discretion, it will find a replacement Homestay Family at no additional fee.
2. Candidates staying 30 days or more, move-out notification must be given to both the Homestay Family and OHANA Homestay thirty (30) days' prior to the moving date.
3. No replacement Homestay Family will be introduced if the Homestay Family requests termination because of a violation of the house rules and OHANA Homestay agrees to the termination.

VII. Requirements

1. Homestay Family will maintain comprehensive liability insurance on the property for the duration of this contract and will provide Ohana Homestay with proof of such insurance upon request. Ohana Homestay does not assume any responsibilities for injuries suffered by the Candidate while in the Homestay Family care.
2. The Homestay Family will be compensated by Ohana Homestay and will not accept any payments directly from the Homestay Candidate. Homestay family will notify Ohana Homestay if there are any problems.
3. Ohana Homestay has the right to move a Homestay Candidate without the usual advance notice if the situation is deemed unsatisfactory by The Candidate, the school, coordinator and/or agents. If it is discovered that there are problems in the home, such as alcohol abuse, the Candidate will be removed. If improper physical advances toward a Candidate occur, the Candidate will be removed from the home and legal action taken if warranted.
4. The Homestay Family will notify Ohana Homestay if there are changes in the family dynamics, such as but not limited to, new family members, any household guests, new pets, or if there are other students in the house.
5. Must have current car insurance and a safe driving record.
6. All Homestay Families are self-employed contractors and must provide a completed W-9 Tax Form.

I. Legal And Administration

1. Arbitration
 - a. 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 (5) 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.
 - b. The Parties will be responsible for their own attorneys' 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.

2. Waiver of Liability

- a. The Candidate and any undersigned party agree to HOLD HARMLESS OHANA Homestay and WAIVE any and all current and future claims, actions, suits, procedures, costs, expenses, damages and liabilities arising from any alleged act or omission of OHANA Homestay. This waiver includes, but is not limited to, any personal injury, illness, accident, death, or loss of consortium, loss of companionship, loss of filial affection, and/or property damage. The Candidate and any undersigned party agree that OHANA Homestay shall not be liable on account of any alleged 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.
- b. The Candidate and any undersigned party agree to INDEMNIFY, DEFEND and HOLD HARMLESS OHANA Homestay from and against any and all current and future claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, brought against OHANA Homestay arising from any alleged act or omission by The Candidate for: (1) any claim(s) by a member of the Homestay Family; (2) any claim(s) by any occupant of the Homestay Family's home; and/or (3) any claim(s) by a third-party. The duty to indemnify, defend, and hold harmless includes claims in which the claimant alleges that OHANA Homestay is partially, concurrently, or solely liable.

3. Jurisdiction

- a. The Candidate and/or any undersigned parties agree that the law of the State of Hawaii controls this agreement.
- b. A Japanese translation of this agreement has been provided for the convenience, but the English terms of this contract shall control.

4. Miscellaneous

- a. 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.
- b. 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.
- c. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement includes the corresponding masculine, feminine, or neuter forms.

OHANA HOMESTAY, LLC

The singular form of Defined Terms, nouns, pronouns, and verbs include the plural, and vice versa.

- d. 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.
- e. Assignment and Delegation. Neither Party may assign this Agreement without the prior written consent of the other Party.
- f. Binding Effect. This Agreement binds and inures to the benefit of the Parties and their successors, legal representatives, and permitted assignees.
- g. 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.
- h. 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.
- i. Amendment. This Agreement may not be amended or modified except by a written instrument executed by all of the Parties.
- j. 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.
- k. Third-Party Beneficiaries. No person(s), other than the parties themselves, has any rights or remedies under this Agreement.

I, _____, have read and understand the above stated Terms and Conditions and agree to abide by them as a condition of my participation with Ohana Homestay.

(Homestay Family Member Print First and Last Name)

(Date)

(Signature)

(Homestay Family Member Print First and Last Name)

(Date)

(Signature)

(Ohana Homestay Representative)

(Date)