

**TERMS AND CONDITIONS FOR CANDIDATE**

**I. Application**

1. Application

- a. The Candidate will fill out the OHANA Homestay’s application thoroughly and accurately.
- b. False information on the application or non-disclosure of important information will be grounds for immediate termination by OHANA Homestay.
- c. OHANA Homestay has the right to accept or reject The Candidate and have the responsibility to introduce The Candidate to a Homestay Family. The decision to accept or decline a Homestay placement is between The Candidate and the Homestay Family.

2. Fees

a. Application Fee

- i. The Candidate will pay an application fee by the due date. Due dates are based on your application submit date and your arrival date (due dates may vary).
- ii. If the application fee is not received by the due date, your application will be automatically cancelled.

Cancel Application Submission	INDIVIDUAL		
	Late Fee	Application Fee	Homestay Fee
4month (120 days)	\$ -	\$300 due in 10 days	outstading fees 1 month before Arrival
3 month (90 days)	\$ -	\$300 due in 10 days	outstading fees 1 month before Arrival
2 month (60 days)	\$ 25.00	\$300 due in 10 days	outstading fees 1 month before Arrival
1 month (30 days)	\$ 50.00	total amount due in 3 days	
3 week (21 days)	\$ 50.00	total amount due in 3 days	
2 week (14 days)	\$ 100.00	total amount due in 3 days	
10 days	X	X	X
0	X	X	X

\* Outstanding fees ( Homestay and/or English Lesson, Support )

\*If application fee payment is not received within 10 days, application is automatically voided.

b. Homestay Fee

- i. The Homestay Fee is listed on the OHANA Homestay Fee Table.
- ii. The Homestay Fee is assessed to pay for expenses incurred by the Homestay Family.
- iii. The term of the Homestay shall be according to the application.
- iv. The Homestay Fee is due to OHANA Homestay, in advance.
- v. For a Homestay longer than twenty-eight (28) days, the Homestay Fee may be assessed on a monthly basis. The payment(s) must be received by OHANA Homestay four (4) weeks in advance of the beginning of each monthly term.
- vi. Payments must be made in cash, by cashier’s check to OHANA Homestay, by bank account, or by credit card (fees will apply).
- vii. The Homestay Family is not authorized to accept any direct payment from The Candidate for the homestay fee nor should they renew the Homestay period without authorization from OHANA Homestay. However, the Candidate may make direct payments for incidental expenses. If there is a question, The Candidate and/or host family may contact OHANA Homestay for clarification.

- c. English Lesson Fee
  - i. The Lesson Fee is listed on the OHANA Homestay Fee Table.
  - ii. The term of the Lesson shall be according to the application.
  - iii. The Lesson Fee is due to OHANA Homestay, in advance.
  - iv. Payments must be made in cash, by cashier's check to OHANA Homestay, by bank account, or by credit card (fees will apply).
- d. Transportation Fee
  - i. The Transportation Fee is assessed to pay for airport pick up and/or drop off only.
- e. Cocooning Fee
  - i. The host mother/father will act as a "guardian" to the unaccompanied minor.
  - ii. A \$400 cocooning fee will be assessed for the following candidates:
    - 1. All candidates that will be attending a High School in the United States.
    - 2. All candidates that will be 14 years or younger upon arrival.
  - iii. Cocooning fee and services will be assessed only upon request for the following candidates:
    - 1. Candidates between 15 – under 18 years of age that are not attending a High School in the United States.

3. Cancellation/Move-Out

- a. If The Candidate cancels the day of, after check-in, or start English Lesson, there will be no refund.
- b. The Placement Fee, Support Fee and Taxes are nonrefundable
- c. Prior to the start of the program, please see the cancellation table below:

30 days or more prior to arrival	100% Refund of Homestay, Transportation and Lesson fees
29-20 days prior to arrival	80% Refund of Homestay, Transportation and Lesson fees
19-15 days prior to arrival	70% Refund of Homestay, Transportation and Lesson fees
14-10 days prior to arrival	60% Refund of Homestay, Transportation and Lesson fees
9-5 days prior to arrival	50% Refund of Homestay, Transportation and Lesson fees
4-1 days prior to arrival	40% Refund of Homestay, Transportation and Lesson fees
First day of Homestay and/or Lesson	0% Refund

- d. All refunds will be assessed a shipping/mailling fee
- e. 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.
- f. Any requests for a change, either by the Homestay Family or The Candidate, eleven (11) days or later (after check in) will result in another application fee being charged if a new Homestay Family must be found.
- g. 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. If move-out notification is given less than thirty (30) days' The Candidate will still be charged the thirty (30) days' rate.
- h. No replacement Homestay Family will be introduced and no refund will be provided, if the

Homestay Family requests termination because of a violation of the house rules and OHANA Homestay agrees to the termination.

## II. Homestay

### 1. Purpose

- a. The Candidate understands Homestay is a period abroad spent staying at the home of a local family, also known as, The Homestay Family. The purpose is for The Candidate to experience the local lifestyle, meet new people, learn the culture, and explore the surrounding areas. Homestay is NOT a hotel accommodation; it is family living (Every family is different).

### 2. Rules

- a. In addition to the Hawaii State Laws and OHANA Homestay Terms and Conditions, The Candidate will follow any written or unwritten rules of the Homestay Family. The Candidate should ask the Homestay Family about their rule(s). Violation of house rules may be grounds for immediate termination of the Homestay.

### 3. Room

- a. Decorating the room that may damage or permanently alter the room is prohibited (no use of paint, wallpaper, nails, etc). Please ask the host family for permission.
- b. The Candidate must clean their own room and keep it presentable.
- c. The Homestay Family will provide The Candidate with keys, access cards, and/or access codes necessary to enter and exit the home.

### 4. Meals

- a. If a meal plan is selected, the Homestay Family will provide two (2) meals a day for The Candidate: Breakfast and Dinner. If Private Lesson is selected, the Candidate may select a three (3) meals a day plan.
- b. Homestay families will determine their meal times.
- c. Breakfast may be served or self-serve (cereal, yogurt, fruits, baked items, etc.).
- d. A balanced meal will be provided for dinner.
- e. If no meal plan is selected, The Candidate will be responsible for his/her own meals.
  - i. Cooking will not be permitted, unless the Homestay Family allows The Candidate to cook. Please follow the Homestay rules.

### 5. Laundry

- a. The Homestay Family will provide a washing machine for The Candidate's use, at least, once a week.
- b. The Candidate is responsible for doing his/her own laundry. It is recommended to bring enough clothes for 7 days or more.
- c. 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 facility, or commercial Laundromat.
- d. Any dry cleaning will be The Candidate's responsibility.
- e. Candidates staying a month or longer, must provide their own laundry detergent.
- f. Candidates staying less than a month, the Homestay Family will provide laundry

detergent.

6. Other

a. Visitors

- i. Do NOT invite friends/visitors to the Homestay Family's house, unless prior permission from the Homestay Family is given.
- ii. Overnight guests may be grounds for immediate request for termination by the Homestay Family.

b. Internet

- i. The Candidate will be provided with free Wi-Fi access by the Homestay Family.
- ii. Notify OHANA Homestay immediately if free Wi-Fi in the home is not Provided.

c. Smoking

- i. Smoking is NOT permitted inside the Homestay Family's home at any time. Smoking includes use of E-cigarettes/vaping devices. If you must smoke, please smoke away from the house and dispose of your used cigarettes properly.

d. Other

- i. The Candidate must supply his/her own toiletries (soap, shampoo, toothbrush, toothpaste, etc.).
- ii. The Candidate is responsible for his/her own electrical products, such as, hair dryer, shaver, phone charger, laptops, etc.
- iii. The Candidate must make sure his/her electrical products are compatible with Hawaii's electrical outlet.
- iv. The Candidate is responsible for his/her own transportation for school and/or leisure activities.
- v. The Homestay Family will familiarize The Candidate with local bus routes.

### III. Lesson

1. Lesson hours shall be according to the application.
2. The Candidate and Teacher will discuss date/times of lessons, for private lessons.
3. The Candidate will follow any rules of the Lessons.
4. Any and all assessments administered to determine your English level, is part of the lesson hours.
5. The Candidate is responsible for attending the scheduled lessons. If the Candidate cancels their scheduled lesson time (for any reason), the lesson time will be counted as time served.

### IV. Disability

1. The Candidate understands The Homestay Family is NOT operating a public accommodation under the Americans with Disabilities Act and, therefore, understands there are no guarantees that a Homestay Family can provide accessible lodging and/or physical assistance.
2. If The Homestay Family is NOT able to accommodate The Candidate with a disability, OHANA Homestay will attempt to find another Homestay Family without charging an additional application fee.
3. The Candidate affirms that they are not suffering from any mental illness, have behavioral issues, or otherwise unfit to participate in a Homestay.

4. False information on the application or non-disclosure of important information will be grounds for immediate termination by OHANA Homestay.

## V. Other Activities

1. The Candidate will follow any Activity Rules. The Activity Coordinator/Instructor may change, reschedule, or cancel an activity if they deem it unsafe.

## VI. 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. 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.