

TERMS AND CONDITIONS FOR CANDIDATE

1. Application Fee

1.1 The Candidate will pay an application fee as stated on Kama`aina Homestay's on-line application.

1.2 Kama`aina Homestay retains sole discretion to accept or reject The Candidate and 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. Homestay Fee

2.1 The Homestay Fee is listed in Exhibit 1.

2.2 The Homestay Fee is assessed to pay for rent, meals, utilities, and other expenses incurred by the Homestay Family.

2.3 The term of the Homestay shall be according to the on-line application.

2.4 The Homestay Fee is due to Kama`aina Homestay, in advance.

2.5 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 Kama`aina Homestay four (4) weeks in advance of the beginning of each monthly term.

2.6 Payments must be made in cash, or by check to Kama`aina Homestay, or by credit card (Visa, Mastercard, or JCB).

2.7 The Homestay Family is not authorized to accept any direct payment from The Candidate for rent, meals, or utilities, or to renew the Homestay period without authorization from Kama`aina Homestay. The Candidate may make direct payments for incidental expenses. If there is a question, The Candidate may contact Kama`aina Homestay for clarification.

3. The Room

3.1 The Candidate may choose amongst: (1) a private room with bed and desk; (2) a twin room; or (3) a triple room.

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

3.5 In addition to the Terms and Conditions, The Candidate will follow any written or unwritten rules of the Homestay Family. Violation of house rules may be grounds for immediate termination of the Homestay.

4. **Bathroom**

4.1. The Candidate will be provided with a bathroom that is either private or semi-private.

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

5. **Meals**

5.1 If a meal plan is selected, the Homestay Family will provide two (2) meals a day for The Candidate: Breakfast and Dinner.

5.2 Breakfast will be self-serve (cereal, yogurt, fruits, baked items, etc.).

5.3 If no meal plan is selected, The Candidate will be responsible for his/her own meals.

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 Use of the washing machine will be limited to two (2) loads per week.

6.3 Use of a dryer is subject to availability and at the Homestay Family's discretion.

6.4 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.

6.5 Any dry cleaning will be The Candidate's responsibility.

7. **Smoking**

7.1 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.

8. Visitors

8.1 The Candidate may only invite visitors to the Homestay Family's home with prior permission of the Homestay Family, and only at the time and manner permitted by the Homestay Family. Overnight guests may be grounds for immediate request for termination by the Homestay Family.

9. Internet

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

10. Transportation

10.1 If The Candidate requests to be picked up at the airport by the Homestay Family, The Candidate shall notify Kama`aina Homestay. The Candidate will be charged by Kama`aina Homestay, which includes reimbursement to the Homestay Family for gasoline and parking. The charge for pick-up is seventy dollars (\$70.00). The charge for drop-off is fifty dollars (\$50.00).

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

10.3 The Homestay Family will familiarize The Candidate with local bus routes.

11. Disability

11.1 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.

11.2 If The Candidate with a disability is placed with a Homestay Family, but the Homestay Family is not able to accommodate The Candidate, Kama`aina 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. Cancellation/Moveout

13.1 There is no charge if The Candidate cancels fourteen (14) days or more prior to check-in.

13.2 If The Candidate cancels less than fourteen (14) days before check-in, but at least one (1) day prior to check-in, the application fee will still be charged.

13.3 If The Candidate cancels on the day of check-in, there will be no refund.

13.4 The Candidate will be charged another application fee as listed in Exhibit 1.

13.5 Any refunds by international wire transfer will be reduced by the wire transfer fee.

13.6 For Monthly Homestays, if The Candidate or Homestay Family informs Kama`aina Homestay, within ten (10) days of check-in, that the living situation is unsuitable, at Kama`aina Homestay's discretion, it will find a replacement Homestay Family at no added fee.

13.7 Any requests for a change, either by the Homestay Family or The Candidate, eleven (11) days or later will result in another application fee being charged if a new Homestay Family must be found.

13.8 For Monthly Homestays, thirty (30) days' notice must be given to both the Homestay Family and Kama`aina Homestay.

13.9 Cancellation/move-outs of Monthly Homestays with less than thirty (30) days' notice will still be charged for the thirty (30) days' rate.

13.10 If the Homestay Family requests termination because of a violation of the house rules and Kama`aina Homestay agrees to the termination, no replacement Homestay Family will be introduced and no refund will be provided.

14. Arbitration

14.1 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 (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.

14.2 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.

15. Waiver of Liability

15.1 The Candidate and any undersigned party agree to HOLD HARMLESS Kama`aina 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 Kama`aina 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 Kama`aina 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.

15.2 The Candidate and any undersigned party agree to INDEMNIFY, DEFEND and HOLD HARMLESS Kama`aina Homestay from and against any and all current and future claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, brought against Kama`aina 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 Kama`aina Homestay is partially, concurrently, or solely liable.

16. Jurisdiction

16.1 The Candidate and/or any undersigned parties agree that the law of the State of Hawaii controls this agreement.

16.2 A Japanese translation of this agreement has been provided for the convenience, but the English terms of this contract shall control.

17. Miscellaneous

17.1 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.

- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 Assignment and Delegation. Neither Party may assign this Agreement without the prior written consent of the other Party.
- 17.6 Binding Effect. This Agreement binds and inures to the benefit of the Parties and their successors, legal representatives, and permitted assignees.
- 17.7 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.
- 17.8 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.
- 17.9 Amendment. This Agreement may not be amended or modified except by a written instrument executed by all of the Parties.
- 17.10 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.

- 7.11 Third-Party Beneficiaries. No person(s), other than the parties themselves, has any rights or remedies under this Agreement.

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