

ホームステイ同意書

Homestay Agreement Form

以下、ゲストを丙、ホストファミリーを甲、株式会社ネクステージ ホームステイ イン ジャパンを乙、とします。丙は、乙の手配による甲の家に滞在している間は、以下の条件に同意いたします。乙はあくまでも甲と丙の仲介を努めますが、どちらの代わりあるいは代表としては務めません。乙は明示的にも黙示的にも、一切金銭的な保証に責任を負わず、本同意書に明示的に定めるもの以外の他のいかなる保証もしません。乙はまた、本同意書に明示的に定めるもの以外に、いかなる金銭的または他の責任を負いません。

In the following agreement, the visitor from overseas, shall be referred to as the “Guest”, “you” or “your”. The host family shall be referred to hereafter as the “Host”, and Nextage Co., Ltd Homestay in Japan shall be referred to hereafter as “Homestay in Japan”. The Guest will agree to abide by the terms and responsibilities set forth below for the duration of the homestay arranged by Homestay in Japan. Homestay in Japan will act as an agent between the Host and the Guest, but will not act on behalf or in the place or as a legal representative of either party. Homestay in Japan also does not offer, expressly or implied, any kind of financial guarantee or any other guarantee other than those expressly set forth herein, or does not take on any financial or other responsibility other than those expressly set forth herein.

➤ ホームステイについて

About Homestay program

以下の内容をよく読み、本書記載のすべての条件を理解、同意した上でホームステイ同意書（以下「同意書」といいます。）に署名して下さい。

Please be sure that you have carefully read, understood and agreed all the terms and conditions herein before signing this Homestay Agreement Form (hereinafter referred to as “this Agreement”).

1. 条件について

Terms and conditions

- (1) 申込者には個別の部屋が提供されます。但し、申込プランによってはその限りではありません。
Guest will generally be arranged a private room. However, depending on the program, private rooms are sometimes not available.
- (2) 風呂・トイレなどはホストファミリーと共有して頂きます。
Washroom facilities including bath/shower will be shared with the Host.
- (3) ベッド、または布団が用意されます。一般的な日本の寝具は身長 190cm、体重 100kg 位までを想定して作られています。寝具の準備のためにも申込書に身長、体重をご記入下さい。
Bed or futon will be provided for the Guest. Ordinary beddings in Japan are designed for a person of up to 190 cm (6.3 feet) height and up to 100 kg (220 lb) weight. Please fill in your height and weight in an application form in order for the Host to prepare suitable beddings.
- (4) 食事は、プランに応じた食事が用意されます。プラン以外の食事を摂った場合は、定められた金額をお支払い下さい。
Meals will be provided in accordance with your plan. In the case that you eat extra meals not included in your plan, please pay the set meal fee.

電話代やクリーニング、日用品、嗜好品の費用、その他本同意書に明示的に記載のない費用は、丙の個人負担となります。

Guest will be responsible for paying any of their personal phone charges, cleaning bills, purchases of everyday items and goods, or any expenses other than those expressly set forth herein.

- (5) 食費のほか、光熱費、水道代はホームステイ代金に含まれます。

The Host will be responsible for preparing meals and paying electricity and water charges. Costs and expenses for such meals, electricity and water charges are included in the below Homestay fees.

- (6) 丙は、ホストファミリーの家庭内ルールを遵守して下さい。

The Guest shall respect and comply with the rules of the Host's home..

➤ 丙(ゲスト)の責任

Responsibilities of the Guest

- 1-1 丙は外泊、食事を摂らない場合は、甲と決めた適度な時間において事前に伝えます。

In the event of staying overnight elsewhere or when dinner or breakfast is not required, the Guest shall contact the Host by the time agreed to beforehand.

- 1-2 丙は、常に連絡先を甲と乙に知らせます。また外泊する際は緊急時に備えて甲に緊急連絡先を知らせておきます。

The Guest shall at all times inform the Host of the Guest's contact information. In the event of staying overnight elsewhere, the Guest shall inform the Host of their contact information to be used in the event of an emergency.

- 1-3 滞在中、丙がこの同意書または 2-4 項に定める規則に反することを起こした際、ホームステイの申込書に不正確な内容を記入した場合、あるいは丙が引き起こした問題を双方で円満な解決ができない事態が生じた場合、甲は 1 週間後の立ち退きを通告できます。この場合、丙は当該通知後 1 週間以内に自己の持ち物を撤去し、かつ甲の住居から退去します。

The Host shall have the right to serve a one (1) week notice of eviction in the event that the Guest violates the terms of this Agreement or the house rules under section 2-4 hereof, states inaccurate or untruthful information on the homestay application form, or in the event that the Guest creates a problem that cannot be resolved amicably with the Host. In the above case, the Guest shall remove his/her belongings and leave the residence of the Host within one (1) week after such notice.

- 1-4 丙がホームステイ当初の契約期間より早く去る場合、甲に事前に知らせます。この場合、甲および乙は、丙が既に支払ったホームステイ手配代金およびホームステイ代金を返還する義務を負いません。また、丙はホームステイ代金の支払義務を引き続き負うものとします。

The Guest shall inform the Host of any intentions to leave the homestay before the original time period has finished. In such case, the Host or Homestay in Japan will not refund any amount of homestay fee already paid by the Guest and the Guest will continue to owe the homestay fee.

- 1-5 丙は貴重品、持ち物全て、責任をもって自分で管理します。もし滞在中に災害や盗難、紛失にあった場合、甲や乙に責任は問わないことに同意します。

The Guest shall take full responsibility for all personal valuables and belongings during the homestay. Homestay in Japan takes no responsibility in the event of fire, natural disaster, robbery or other loss of said belongings.

1-6 丙は以下の行為は行いません。

The Guest shall:

- (i) 丙の部屋又は甲の住居の他の場所において、第三者を宿泊させること、または同居させること
(i) not let any other person stay overnight or live in the Guest's room or any part of the Host's residence;
- (ii) 甲の住居又は敷地に危険物もしくは超重量物を持ち込むこと
(ii) not bring any dangerous or extremely heavy objects in the Host's residence or its premises;
- (iii) 大きな騒音を出し、不快な匂いを出し、深夜もしくは早朝に騒音を出し、その他甲もしくは近所に迷惑を及ぼすこと
(iii) not make loud noise, emit unpleasant smell, make noise in the midnight or early morning, nor cause a nuisance to the Host or its neighbors;

1-7 丙は自己負担で海外旅行、医療保険に加入します。ホームステイ滞在中に起こる怪我、病気、入院、治療などに対して甲と乙は責任を負いません。

The Guest is responsible for purchasing travel insurance and medical insurance. Neither the Host nor Homestay in Japan shall be responsible for any injury, sickness, hospitalization or treatment costs, et al. during the homestay period.

1-8 原則として丙はホームステイ初日と最終日のホームステイ間の移動、その他の移動の際交通手段を自分で取り計らいます。ホームステイ先の変更による移動の費用（荷物の郵送・交通費）は丙の負担になります。

The Guest shall be responsible for transportation plans and costs for the first and last day of the homestay, as well as any other transportation needs during the homestay. Any fees related to moving to a new homestay family (such as sending luggage or transportation fees) shall be the responsibility of the Guest.

1-9 入院、医師の治療、治療のための交通費などについては、丙が全額自己負担いたします。

The Guest agrees that any liability or expense including, but not be limited to, hospitalization, use of doctors' services and transportation is the Guest's responsibility.

1-10 甲は、ホームステイに関連して丙が被った事故、損害や怪我、紛失物に対しては、故意または重大な過失がない限り責任を負いません。丙は、丙、丙の友人または丙の部屋への訪問者が原因で生じた損害については、甲、現地受け入れ機関ならびに乙に弁済いたします。乙は、これらの点について、丙のために、または丙に代わって責任を負うことはしないものとします。

The Host shall not be held liable for any accident, damage or injury, loss of possessions or personal items incurred by the Guest in connection with the homestay unless such accident is caused intentionally or by gross negligence of the Host. The Guest shall agree to reimburse the Host, local accepting organization or Homestay in Japan for any damages caused by the Guest or his/her friends or any visitors to the Guest's room. Homestay in Japan shall not be liable for any of the above accidents or damages on behalf of the Guest or for the Guest.

1-11 丙はホームステイ先に複数の部屋がある場合、他の部屋に丙と母国語が異なるゲストが滞在することに同意いたします。

The Guest understands that some host families have more than one room, and there may be other homestay guests with differing native languages staying in separate rooms.

1-12 丙がホームステイ期間を契約期間より延長することを希望する場合、丙は乙に延長が可能であるかどうか確認し、乙を通して延長の申込をしなければなりません。もし下記申込期限までに当該延長の申込がない場合、又は延長の申込が認められなかった場合は、契約通りにホームステイを終了するものとみなします。この場合、丙は、ただちに自己の持ち物を撤去し、かつ甲の住居から退去

するものとし、終了後の丙による無断滞留については、乙は何ら責任を負いません。延長を希望する場合は少なくとも1ヶ月前には当該申込をする必要が有ります。

In the event that the Guest desires a homestay extension, the Guest shall first confirm if such extension as desired is possible with Homestay in Japan, and shall then apply for a homestay extension with Homestay in Japan. If the Guest does not apply for an extension with Homestay in Japan or if such extension is not approved, the homestay shall be deemed finished at the original end date of the homestay term originally agreed between the Guest and Homestay in Japan. In such case, the Guest shall immediately remove his/her belongings and leave the residence of the Host, after such notice, and Homestay in Japan will not take on any responsibilities or duties for any unauthorized homestay extension after the original homestay end date. Application for a homestay extension must be made at least one (1) month before the end date of the current homestay term.

➤ 相互の責任

Responsibilities of the Host and Guest

- 2-1 甲は普段の家庭内の規定で、丙の食事プランの食事を提供します。もし丙が外出する場合などで、食事を取らない場合は、前もってホストファミリーに知らせます。食事を取らなくてもその弁償はないことを承知します。甲が外出する際は、丙用に食事を用意しておきます。上記の丙の食事プラン以外の食料品、あるいは普段甲が購入しない食料品は丙の自己負担及び自己責任で購入し、消費するものとしします。

The Host shall provide the Guest meals according to the homestay plan, as per the custom of the Host. In the event that the Guest is out of the house during said meal times, the Guest shall contact the Host beforehand. The Host will not compensate or reimburse the Guest in the event that a meal is not needed or the Guest stays overnight outside the residence of the Host. In the case that the Host is out of the house during the agreed meal time, the Host shall prepare a meal for the Guest before leaving. All other meals outside those included in the homestay plan and food bought for consumption solely by the Guest shall be purchased and consumed at the expense of the Guest and in the Guest's responsibility.

- 2-2 正当な理由がない限り甲は定期的にタオル、シーツ類を丙に与えます。定期的に適度にお風呂の使用時間を丙に確保します。

Unless there are valid reasons not to do so, the Host shall provide the Guest with towels and bed linens on a regular basis, and shall also provide the Guest with the use of bath and/or shower facilities on a regular basis.

- 2-3 甲は、丙に子供の世話や家事手伝いを強制しません。自分の使用する場所（自分の部屋やお風呂の使用後）は責任をもって整理整頓をし、きれいに保ちます。

The Host shall not force the Guest to perform household chores or tasks, or to care for the Host's children. The Guest will take responsibility to clean up the places after use (such as the Guest's room, or the bathroom) and use them with care.

- 2-4 甲は自己が必要であると考え、文書にして家庭内の規則（食事の時間、門限、電話、お風呂の使用制限、ごみの分別方法、洗濯機の使用方法等）を明確にすることができます。丙は甲の規則に従います。規則の内容は甲の家族と原則として同等でなければならず、この同意書に反する内容は認めません。もし同意書に反する場合はこの同意書に基づいて問題などに対処します。

The Host may, if deemed required or necessary by the Host, outline the house rules (such as meal times, curfews, telephone usage, bath/shower time limits, trash separation, use of the clothes washing machine) in written form and explain them clearly to the Guest. The Guest shall adhere to the house rules. The house rules must principally be of the same standard as the Host's family, and any house rules that go against the terms of this Agreement will not be

accepted. Any disagreements or problems with house rules that go against this agreement shall be resolved using this agreement as a guide.

- 2-5 甲は丙に、本契約において特に定めがあるもの以外の費用（洗濯、ガス、電気、お湯の使用代金等）を請求しません。丙は長電話や長風呂をしないように心がけます。また国際電話・長距離電話については事前の甲の許可を要し、かつその使用料の支払いは甲との同意の上で決められた通りに取り計らいます。このことに関して乙は一切責任を負えません。また甲は契約の範囲外でかかる費用（丙が好んでする娯楽や甲が休日にするレクリエーション等に加わる分）は負担しません。食事を外でとる場合の丙の費用は甲と丙が合意するところによります。万が一丙が滞在中に発生するかもしれない不祥事に備え、保険に加入するのは丙の責任です。

The Host shall not ask the Guest to pay for any living costs other than specifically set forth herein such as utilities costs. The Guest will endeavor to avoid using the telephone or bath/shower facilities for long periods of time. Permission must be acquired of the Host before any international or long distance phone calls, and any charges for such international or long distance phone calls by the Guest shall be paid in the manner agreed on by the Host and Guest; Homestay in Japan will take no responsibility in this matter. Furthermore, the Host shall not be required to pay for any miscellaneous costs outside of the ones required by this agreement (such as entertainment pursued by the Guest and/or recreation costs on holiday activities, et al.). The Host and the Guest shall mutually agree concerning payments for the Guest's meals when said meals are eaten outside of the house. Any insurance taken out to guard against possible loss of property or damage that could be caused by the Guest is the responsibility of the Guest.

- 2-6 甲、丙は、双方互いのプライバシーを尊重しなければなりません。丙は甲の寝室、浴室、その他甲が立ち入りを禁止した場所に無断で入りません。甲は丙が留守の間、丙の部屋に無断で入りません。ただし、火事、地震、漏水、不法侵入者、その他これに類する事象など緊急時には、安全上の理由から立ち入ることができるものとします。

The Host and Guest shall respect either party's privacy. The Guest shall not enter the Host's bedrooms, shower or bathrooms, or any other rooms that are prohibited from entering without permission. Furthermore, the Host shall not enter the Guest's quarters without permission while the Guest is away, provided, however, that the Host may enter the Guest's quarters for security or safety reasons in case of emergency such as a fire, earthquake, water leak, illegal intruders, or the like.

- 2-7 甲、丙は、双方の間において困難などが生じ解決できない場合、第三者ではなく乙に連絡します。乙は、甲と丙がこれらトラブルを解決できるよう援助する点で合理的な努力を払うものとします。

The Host and Guest, respectively, shall contact Homestay in Japan, and not a third party, in the event of any trouble or circumstances that may arise between the Host and Guest that are not able to be solved amicably. Homestay in Japan will use its reasonable efforts to help the Host and Guest solve such trouble.

➤ 乙(ネクステージ)の責任・免責

Responsibilities and Indemnification of Nextage Co., Ltd.

- 3-1 乙は、ホームステイ先を紹介し甲と丙の仲介を務めます。ホームステイは甲と丙の双方合意に基づく取決めであり、甲と丙の間では、相互に直接に権利を有し義務を負うものとし、相互の不和、問題、争いは甲と丙との間で解決するものとします。乙は、甲丙間の権利義務（義務の不履行を含みます。）について責任を負わず、甲丙間の不和・争いの解決について何らの義務も負いません。

Homestay in Japan makes the homestay arrangements for the purpose of helping the Guest find a suitable host family and homestay opportunity as much as possible. The homestay is an arrangement under mutual agreement between the Host and the Guest. Each of the Host and the Guest shall have rights to and responsibilities for the other party directly and shall settle any dissensions, troubles, or disputes with the other party. Homestay in Japan will not be responsible

for any rights and responsibilities (including any delay or failure of the performance of obligations) between the Host and the Guest nor have any obligations of settling dissensions or disputes between them.

- 3-2 乙は、丙に関して生じた事故や怪我、紛失物に対して責任を負いません。丙、丙の友人または丙の部屋への訪問者が原因で生じた損害については、丙が甲ならびに乙に弁済いたします。乙は、これらの点について、丙のために、または丙に代わって責任を負うことはありません。

Homestay in Japan shall not be held liable for any accident or injury, loss of possessions or personal items that may occur in connection with the Guest due to any cause or reason during the homestay period. The Guest shall agree to reimburse the Host or Homestay in Japan for any damages caused by the Guest or his/her friends or any visitors to the Guest's room. Homestay in Japan shall not be liable for any of the above accidents or damages on behalf of the Guest or for the Guest.

- 3-3 乙は甲と丙に緊急時と問い合わせ用に連絡可能な電話番号をお知らせします。また、丙が記入したホームステイの申込書を甲に提供します。

Homestay in Japan shall provide the Host and Guest with a phone number that is available for use in emergency situations. Homestay in Japan shall have the right to provide the Host with the homestay application filled in by the Guest.

- 3-4 乙はホームステイの開始日前と以降の甲、あるいは丙によるホームステイ取り消しについては、理由又は原因を問わず一切責任を負いません。甲、丙がホームステイを取り消す場合、新たな甲を丙に紹介するよう務めます。キャンセルに関する乙の責任は本項 3-4 に定めるものに限られ、乙は金銭補償を含むそれ以外の責任を何ら負いません。

Homestay in Japan shall not be responsible for any cancellations by either the Host or Guest either before or after the homestay period has begun for any causes or reasons. In the event that the Host or Guest cancels the homestay, Homestay in Japan shall attempt to introduce a new Host to the Guest. The responsibilities for any cancellations owed by Homestay in Japan shall be limited to those set forth in this 3-4 section, and Homestay in Japan shall not assume any other responsibilities including monetary compensation.

➤ ホームステイの早期終了・不可抗力・秘密保持

Termination, Force Majeure, and Confidentiality

- 4-1 以下の事由が生じた場合、乙が丙に書面で通知することにより、ホームステイ期間を早期に終了させることができるものとします。この場合、丙は、ただちに自己の持ち物を撤去し、かつ甲の住居から退去します。

In any of the events below, Homestay in Japan shall have the right to terminate the homestay period by giving written notice to the Host. In the above case, the Guest shall remove his/her belongings and leave the residence of the Host immediately after such notice.

- (i) 丙が、この同意書（乙への支払いを含む）または 2-4 項に定める規則に反することを起こし、1 週間の期間を置いて書面または電子メールで通知するも是正されない場合
- (i) The Guest breaches the terms of this Agreement including any payment to Homestay in Japan or the house rules under section 2-4 hereof, and such breach is not remedied within one (1) week after notified of such breach by writing or email.
- (ii) 丙が、ホームステイの申込書に不正確または真実に反する内容を記入した場合
- (ii) The Guest states inaccurate or untruthful information on the homestay application form.
- (iii) 丙が、丙が引き起こした問題を甲との間で円満な解決ができない場合
- (iii) The Guest creates a trouble or a problem that cannot be settled or resolved amicably with the Host.

(iv) 丙が、犯罪行為、または日本の法令、公の秩序、善良の風俗もしくは公衆の衛生に違反する行為を行った場合

(iv) The Guest commits a crime or an act in violation of laws, regulations, or public order, morality or public health in Japan.

4-2 ホームステイ期間の満了または終了の後、丙が所有物を残置した場合、所有権を放棄したものとみなします。この場合、甲は自己が適当と考える方法で当該所有物を処分することができるものとします。
In case the Guest leaves behind any of his/her belongings after the homestay period expires or terminates, the ownership in and the title to such belongings shall be deemed to be abandoned. The Host is entitled to dispose of the said belongings by means that the Host deems appropriate.

4-3 丙は、甲または乙の合理的な制御を超える事由によって、ホームステイの継続が不能となる場合があり、この場合甲及び乙は、丙に対し責任を負わないものとします。かかる事由には、天災地変、政府もしくは政府機関の行為、法律・規則・命令の遵守、火災、嵐、洪水、地震、津波、戦争（宣戦布告の有無を問わない）、反乱、革命、暴動、ストライキ、ロックアウト、疫病の蔓延、停電、極端なエネルギー若しくは資源の不足を含み、これらに限定されません。ホストファミリーに関する突然の重大な疾病又は事故の発生（再発を含む）が生じ、他の適切なホストファミリーを見出すことができない場合、これは不可抗力とみなします。

The Guest acknowledges and understands that the Host or Homestay in Japan shall not be liable to the termination of the homestay due to any cause or causes beyond the reasonable control of the Host or Homestay in Japan affected, including, but not limited to, natural disaster; acts of government or governmental authorities, compliance with law, regulations or orders, fire, storm, flood, earthquake, or tsunami; war (declared or not), rebellion, revolution, riots, strike or lockouts, spread of an epidemic, power failure, an extreme shortage of energy or other resources. A sudden occurrence (or recurrence) of a serious disease or accident regarding the Host and inability to find other suitable host family shall be deemed as a force majeure.

4-4 丙は、甲に関するプライベートな若しくは秘密情報及び乙に関する秘密情報（以下これらをあわせ「秘密情報」といいます。）を秘密として保持するものとします。丙は、秘密情報をいかなる者にも開示しません。この義務は、理由を問わず、ホームステイ期間満了又は終了後も存続します。

The Guest agrees to hold in confidence any private or confidential information concerning the Host and all confidential information as regards Homestay in Japan (hereinafter collectively referred to as “Confidential Information”). The Guest further agrees not to make any disclosure of the Confidential Information to anyone. The obligation under this clause 4-4 shall continue after the expiry or termination of the homestay for any reason.

➤ 雑則

Miscellaneous

5-1 乙と丙との間の連絡は日本語または英語によるものとします。丙がそれ以外の言語で乙に連絡する場合、乙はこれに対して対応する義務を負わず、または対応の遅れについて責任を負いません。

Any communications between Homestay in Japan and the Guest shall be made in Japanese language or English language. In case the Guest contacts or communicates with Homestay in Japan in any other language, Homestay in Japan shall not be under obligation to respond or shall not be liable for any delay in response.

5-2 本同意書は日本語と英語で記載されていますが、日本語を公式な正文とし、英文に優先するものとします。両者に齟齬が生じる場合、あらゆる点で日本語によって解釈されます。

This Agreement is written in Japanese and English. However, only Japanese text of this Agreement shall be an official text, shall supersede English text, and shall be controlling in all respects in case of any discrepancy.

5-3 本同意書は、日本法を準拠法とし、日本法によって解釈されます。

This Agreement shall be governed, construed and interpreted in accordance with the laws of Japan.

5-4 本同意書の解釈もしくは有効性または乙と丙との間の権利および責任に関する見解の相違または紛争は、日本国東京にある日本商事仲裁協会に申し立てられ、日本商事仲裁協会の仲裁規則に従って行われるものとします。仲裁人は一人とし、仲裁手続は日本語で行うものとします。仲裁判断は最終的とし、両当事者を拘束するものとします。仲裁判断は、管轄権を有する裁判所で執行判決を得ることができます。

Any difference or dispute between Guest and Homestay in Japan concerning the interpretation or validity of this Agreement or any rights and liability between Guest and Homestay shall be submitted to Japan Commercial Arbitration Association in Tokyo, Japan and shall be settled by such arbitration in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The number of arbitrator shall be one (1). The language for the arbitration shall be Japanese. The award thereof shall be final and binding upon the parties hereto. Judgment upon such award may be entered in any court having jurisdiction thereof.

個人情報の取扱いについて

ネクステージホームステイインジャパンは、個人情報の取得、利用にあたっては、その利用目的を特定することとし、個人情報保護法に定められた場合を除き、以下に特定された利用目的、又はその達成に必要な若しくはこれに付随する目的の範囲を超えた個人情報の取扱いは致しません。

利用目的

ホームステイ手配、手配に付帯する一切の業務と連絡

Personal Information Protection Policy

Nextage Homestay in Japan collects and uses the personal information of our customers for specific purposes as set forth below, and unless otherwise set forth in the Act on the Protection of Personal Information does not collect or use the personal information for other purposes than the below purpose or is needed to achieve such purpose or is incidental thereto.

How We Use Personal Information

Homestay arrangement and other related arrangements used for the program.

株式会社ネクステージ ホームステイ イン ジャパン

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