

## Accommodation Agreement

### **Article 1 (Scope of application)**

1. Contracts for accommodation and other related contracts to be entered between the hotel and the guest shall be subject to these terms and conditions. Any particulars not provided in this contract shall be governed by laws, regulations and generally accepted practices.
2. If the hotel decided to enter into a special contract with the guest, wherein it does not violate laws and regulations and general accepted practices, the special contract shall take precedence over the provisions of these terms and conditions.

### **Article 2 (Application for accommodation contract)**

1. A guest who intends to make an application for an accommodation contract with the hotel shall notify the hotel of the following particulars:
  - (1) Guest name
  - (2) Accommodation date and estimated arrival time
  - (3) Accommodation fee (As a general rule, accommodation charges will be based on the Appendix Table 1)
  - (4) Contact information
2. If any changes have been made in the preceding particulars, the guest should notify the hotel immediately after alteration.
3. Should a guest request an extension of stay within the accommodation period provided in the subparagraph 1. (2) of this article, it shall be regarded as an application for a new accommodation contract at the times such request is made.

### **Article 3 (Establishment of accommodation contract, etc.)**

1. The accommodation contract shall be established when the Hotel accepts the application set forth in the preceding article. However, this does not apply when the hotel proves that it has not been consented.
2. When the accommodation contract is established according to the preceding paragraph, the accommodation charges for the entire accommodation period of the accommodation contract shall be paid before the start of accommodation or by the date specified by the hotel.
3. If any of the following arises, the accommodation contract will lose its effect even if the hotel treated it as if the application had been made even if the guest has no intention to stay.
  - (1) If the accommodation fee cannot be settled before the start of the intended date of accommodation or by the date specified by the hotel.

- (2) If the hotel tries to contact the information provided by the guest based on the paragraph 1 of Article 2 and cannot be reached within 10 calendar days from the initial date of contract (if the initial contact until the date of accommodation is less than 10 calendar days, it will be until 15:00 of the intended date of accommodation)
- (3) If the contact from the hotel is refused by the guest.

4. In the case of the preceding particulars stipulated in 3. (2) and 3. (3) of this article, accommodation fee already received may not be refunded.

#### **Article 4 (Special provision where payment of deposit fee is not required)**

1. Notwithstanding the provision of paragraph 2 of Article 3, the hotel may enter into a special contract that requires no payment of the deposit fee after the contract is established.
2. When accepting an application for an accommodation contract, if the hotel does not require any payment for the deposit fee on the paragraph 2 of Article 3 nor does not specify any due date for the deposit fee, it will be considered as a special provision of the preceding paragraph.

#### **Article 5 (Refusal to establish an accommodation contract)**

The hotel may refuse an accommodation contract due to following cases

- (1) If the request for accommodation does not comply with the terms and conditions of the contract
- (2) If the hotel has reached full occupancy
- (3) When a calamity or state of emergency takes place, if a disaster preparedness or disaster recovery personnel intends the use of guest rooms, even if a contract with a guest has already been established, the hotel should give priority to the personnel.
- (4) The person who intends to stay is a member of a gang or related group or other anti-social forces as stipulated in the Act on the Prevention of Unlawful Acts by Crime Syndicate Operatives and the Prefectural Ordinances concerning the elimination of crime syndicates, or related persons
- (5) If the guest who intends to stay is recognized as someone who may act in a manner contrary to the provisions of laws and regulations of public order, good manners and customs.
- (6) If the person is clearly recognized as someone who carries infectious disease
- (7) If the guest makes an inappropriate request that is not within the scope of accommodation or against acceptable social norms
- (8) In the event of a natural disaster, facility breakdown, or other unavoidable circumstances.
- (9) If the person who intends to stay is a drunken person or someone may disturb other guests or hinder the hotel's operation, or behave in a disruptive manner
- (10) When the physical condition of the person who intends to stay is clearly in a bad state.
- (11) When a minor without a guardian or without parental consent intends to stay
- (12) When applying for accommodation for the purpose of transferring the right to stay to an individual or other party
- (13) When the application is made even without no intention to stay
- (14) In addition, it is possible to refuse accommodation when it is against the law and ordinance or required by prefectural regulations

#### **Article 6 (Guest's cancellation rights)**

- (1) Guest may cancel the accommodation contract by requesting it to the hotel.
- (2) When the hotel cancels all or part of the accommodation contract due to the mistake of the guest, the hotel may request payment of penalty based on the provision in Appendix Table 2. This excludes the case if the hotel requested payment for the application and specified the payment due date and the guest made a contact regarding cancellation prior to the date of intended stay in accordance with provision in Article 3 Paragraph 2. This will only take effect if the hotel was able to comply with the special provision of article 4 paragraph 1, when the hotel notifies the customer of the obligation to pay the penalty when the customer cancels the accommodation contract
- (4) On the date of intended stay, if the guest doesn't have any contact about late arrival before 11:30pm, (in case the arrival time is clearly specified, the time applied will be two hours after the specified arrival time) their accommodation will be deemed as cancelled by guest.

#### **Article 7 (Hotel's right to cancel the contract)**

The hotel may cancel the accommodation contract in the following cases:

- (1) If the customer is a member of a gang or a gang affiliated organization or other anti-social force as defined in the Act on the Prevention of Unlawful Acts by Crime Syndicate Operatives and the Prefectural Ordinances concerning the elimination of crime syndicates, or related persons
- (2) If there is assaulting, intimidating, extorting, unreasonably demanding, gambling, possessing or using drugs, guns, swords and similar products not authorized by law. If there is also an act of causing disturbance to other guests in the hotel or any other act that violates laws or public order and morals, or when there is a risk of doing such an act.
- (3) If it is clearly recognized that the customer has an infectious disease.
- (4) If the guest makes an inappropriate request that is not within the scope of accommodation or against acceptable social norms.
- (5) When it is not possible to stay due to natural disaster, facility breakdown, or other unavoidable circumstances.
- (6) When a guest does an act that interferes with fire prevention, such as smoking in the guest room or mischief with fire fighting equipment.
- (7) If applying for accommodation is for the purpose of transferring the right to stay to an individual or other party
- (8) When the accommodation contract is established through a travel agency and payment of the accommodation fee to the travel agency has not been confirmed. The case when the payment for accommodation is not confirmed includes the case when the payment has been made by the method of transfer at the end of the business hours of the financial institution, or via internet banking regardless of the business hours of the financial institution, but the payment status was not confirmed on the day because the next day is a business holiday of the financial institution.
- (9) Violation of this agreement or the hotel's rules of usage.
- (10) In addition, in cases where it is possible to refuse the accommodation prescribed by various laws and ordinances or prefectural ordinances.

2. Notification of cancellation based on the preceding paragraph shall be given verbally or by telephone, e-mail or in writing to the contact information of the customer who made an application under Article 2. In case the guest does not arrive even if the notification has been made in advance to the contact applied based on Article 2, in addition to applying the provisions of Article 3.3, it can be treated as if the guest has arrived at the time when the guest's given arrival time has passed.

3. If the hotel cancels the accommodation contract in accordance with the provisions of the preceding section

2 of this article, the accommodation fee cannot be refunded except in the cases of paragraphs 1. (3) and 1. (5) of this article.

### **Article 8 (Registration of accommodation)**

The guest must register the following items at the front desk of the hotel on the day of stay.

- (1) Customer's name, age, sex, address, occupation
- (2) For foreigners, nationality, passport number, place of entry and date of entry
- (3) Departure date and scheduled departure time
- (4) Last destination and next destination
- (5) Other matters deemed necessary by the hotel

2. If the guest intends to pay for the charges in Article 12 using a method that can be used other than currency, such as an accommodation voucher or a credit card, guest must present them in advance during registration.

### **Article 9 (Guest room usage time)**

1. Guest can use our hotel rooms from the time of check-in until the time of check-out of the following day. However, if the guest stays for continuous days, he or she may use the room for all day with the exception of the arrival date and departure date.

2. Notwithstanding the provisions of the preceding paragraph, the hotel may respond to the use of guest rooms outside the hours specified in the same paragraph. In this case, hotel will charge an additional fee posted on the information tablet in the guest room.

### **Article 10 (Compliance with rules of usage)**

The guest shall comply with the rules of usage established by the hotel.

### **Article 11 (Business hours)**

1. For business hours of the main facilities of the hotel, please refer to the bulletin board in each main area of the hotel or the information provided in the tablet of the room.

2. The time set forth in the preceding paragraph may be temporarily changed if necessary. In that case, we will inform our guests accordingly.

### **Article 12 (Payment of fees)**

The breakdown of accommodation charges, etc. to be paid by the guest and the calculation method are as shown in Appendix 1.

2. Payment of accommodation charges, etc. must be made during the time of check-in using a currency or a method such as travel checks, accommodation vouchers, credit cards, etc. that are accepted by the hotel.

3. When the hotel has provided the guest room and made it available for use, the guest will be charged for

the accommodation fee even if the guest will not voluntarily stay.

#### **Article 13 (Responsibility of the Hotel)**

1. The hotel will only compensate for damages caused by breach of accommodation contract and contract related hereinto or only if the hotel has a deliberate or gross negligence.
2. The hotel has a covered insurance to deal with the damage in the preceding paragraph. However, if exemption of responsibility could be applied under the insurance contract, customer may not be compensated for the damage incurred.

#### **Article 14 (Handling when a guest room cannot be provided)**

1. When the hotel cannot offer the guest room that has been reserved by the guest, the hotel shall, with consent of the customer, arrange other accommodation under the same conditions as much as possible.
2. If the hotel cannot arrange accommodations in spite of the provisions of the preceding paragraph, the compensation amount equivalent to the penalty will be applied to the amount of damages. However, if there is no reason for the hotel to take accountability for the fact that the guest room cannot be offered, the compensation fee will not be paid.

#### **Article 15 (Storage of deposited Items)**

1. In the event of damage or other damage to the item, cash, or valuables deposited by the customer at the front desk, the hotel will compensate the damage unless it is force majeure. However, for cash and valuables, if the customer does not declare the type and price, the hotel will not compensate the damage.
2. If items or cash brought in by the customer, as well as valuables that were not deposited at the front desk, are lost or damaged, unless the hotel intentionally or makes a gross negligence, the hotel cannot be held responsible.

#### **Article 16 (Storage of your baggage or personal belongings)**

1. If the guest's baggage arrives at the hotel prior to the intended stay, hotel will only be held responsible if notified in advance. Baggage will be handed to the guest during check-in.
2. After check-out, if baggage or personal belongings are left behind in the hotel and the owner is found, the hotel shall contact the owner and ask for instructions. However, if there is no instruction from the owner or if the owner cannot be determined, the product will be stored for 7 days including the date of discovery, and then delivered to the nearest police station.
3. Regarding the storage of the baggage or personal belongings as stipulated in the preceding two paragraphs, the responsibility of the hotel in the case of paragraph 1 should be referred to provision of Article 15.1, in the case of paragraph 2 provision of Article 15.2 shall apply.

#### **Article 17 (Responsibility for parking)**

When using the hotel parking lot, regardless of whether the guest deposits the vehicle key, the hotel will rent the place and will not be responsible for managing the vehicle. However, when managing the parking lot, if the damage is caused by the hotel's intention or negligence, we will be responsible for the compensation.

#### **Article 18 (Customer's responsibility)**

When the hotel suffers damage due to the intention or negligence of the customer, the customer shall compensate the hotel for the damage.

#### **Article 19 (Changes to this agreement and usage rules)**

1. This agreement and the rules of use (hereinafter referred to as this agreement) fall under the fixed-term agreement stipulated in Article 548-2, Paragraph 1 of the Civil Code, and the Hotel shall, at its discretion, change this Agreement in the following cases:

- (1) When changes to these Terms and Conditions fit the general interests of the customer.
- (2) When the changes to these Terms and Conditions do not violate the purpose of making the contract, and are reasonable in light of the necessity of the changes, the appropriateness of the changed contents, and other circumstances related to the changes.

2. In the case where the Hotel modifies the terms, pursuant to the preceding paragraph, a separate notice will be provided at least one month prior to the effective date, stating that the terms will be changed, the content of the modified Terms and Conditions, and the effective date. Instead of an individual explanation, it will be posted on the website specified by the hotel.

3. If the customer uses the hotel's services based on these Terms and Conditions after the effective date, it will be considered that the guest has agreed to the changes of these Terms and Conditions.

#### **Article 20 (Jurisdiction and governing law)**

The jurisdiction over all disputes arising in connection with the accommodation contract between the customer and the hotel shall be the exclusive jurisdiction court of the first instance, which is the Tokyo District Court or Tokyo Summary Court.

2. The accommodation contract between the guest and the hotel shall be governed by and constituted in accordance with Japanese law.

3. If the accommodation agreement is written in multiple languages, if there are differences in the accommodation agreement, inconsistencies, or other discrepancies, the content of the accommodation agreement in Japanese will take precedence.

**Table 1 Breakdown of accommodation charges, etc.  
(related to Article 2 Paragraph 1 & Article 12 Paragraph 1)**

		Breakdown
Total amount	Hotel fee	① Basic accommodation fee (room charge (room charge + breakfast and drinks))

	Additional fee	② Additional food and drink (excluding those included in ①) and usage fees for incidental facilities ③ Other service and facility fees specified
	Tax	Consumption tax Bath tax (Onsen area only) Accommodation tax (applicable place only)

Remark: The basic accommodation fee depends on the price list presented on the front brochure.

#### Appendix

Number of guests	6 days before the day of check-in	5 days before the day of check-in	Before the day of check-in	During the day of check-in	No show
1 – 6 persons		20%	50%	100%	100%
7 – 10 persons		20%	50%	100%	100%
11 – 42 persons	50%	80%	80%	100%	100%

No. 2 Penalty (Article 6 related)

Note:

1. The percentage (%) is the ratio of penalty to the basic accommodation charge.
2. If the number of contract days is shortened, the penalty for one day will be charged regardless of the shortened days.