

ACCOMMODATION AGREEMENT

Article 1 (Scope of application)

1. Accommodation contracts and related contracts concluded by the hotel with guests shall be in compliance to the provisions of this agreement, and matters not stipulated in this agreement shall be governed by laws and ordinances or generally established customs.
2. If the hotel accepts a special contract to the extent that it does not violate laws and customs, the special contract shall take precedence regardless of the provisions of the preceding paragraph.

Article 2 (Application for accommodation contract)

1. Those who wish to apply for an accommodation contract with the hotel are requested to inform the hotel of the following matters.
 - (1) Guest name
 - (2) Dates of stay and scheduled time of arrival
 - (3) Contact details of guests
 - (4) Accommodation charges and other matters deemed necessary by the hotel
2. If the guest requests to continue staying beyond the date set forth in (2) above during the stay, the hotel shall assume that a new accommodation contract has been applied at the time of the request.

Article 3 (Conclusion of accommodation contract, etc.)

1. The accommodation contract shall be deemed as concluded 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 consented.
2. When an accommodation contract is concluded pursuant to the preceding paragraph, the accommodation fee for the entire accommodation period related to the accommodation contract will be paid before the start of accommodation or by the date designated by the hotel.
3. The application fee will first be applied to the accommodation fee that the guest should finally pay, and if the provisions of Articles 5 and 17 apply, the penalty shall be applied followed by the compensation and should there be a balance, it will be refunded when the fee is paid according to the provisions of Article 11.
4. If the application fee set forth in paragraph 2 is not paid by the date specified by the hotel pursuant to the provisions of the same paragraph, the accommodation contract shall cease to be effective. However, this is limited to cases where the hotel has notified the guest of the fact when specifying the due date for payment of the application fee.

Article 4 (Refusal to conclude an accommodation contract)

The hotel may not accept the conclusion of an accommodation contract in the following cases:

- (1) When the application for accommodation does not comply with the Accommodation agreement.
- (2) When a guest room cannot be provided due to full occupancy.
- (3) When it is not possible to stay overnight due to a natural disaster, facility failure, or other unavoidable reason.
- (4) When the hotel recognizes that the person who intends to stay falls under any of the following (A) to (C).
 - (A) The "organized crime groups" stipulated in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter referred to as "organized crime groups") and the "organized crime group members" stipulated in Article 2, Item 6 of the same Act (hereinafter referred to as "organized crime group members"), Associate Members of organized crime group, persons related to organized crime group, and other antisocial forces.
 - (B) When an organized crime group or an organized crime group member is a corporation or other organization that controls business activities.
 - (C) A corporation whose officers fall under the category of organized crime groups.
- (5) When the person who intends to stay makes a statement or behavior that causes significant inconvenience to other guests.
- (6) When the person who intends to stay is clearly recognized as having an infectious disease.
- (7) When a violent request for accommodation or a burden of services beyond the reasonable scope is requested.
- (8) When there is a risk that the person who intends to stay may hinder the operation of the hotel due to acts that violate the provisions of laws and regulations, public order, etc., or cause inconvenience to other guests or employees of the hotel.
- (9) In addition, when it is possible to refuse accommodation as stipulated by various laws and regulations or prefectural ordinances.

Article 5 (Guest's right to cancel contract)

1. The guest can cancel the accommodation contract by notifying the hotel.
2. If the guest cancels all or part of the accommodation contract in accordance with the preceding paragraph, a penalty as listed in "Appendix 2" will be charged.
3. If the guest does not arrive at the estimated time of arrival on the day of stay without contacting, the hotel shall be able to deem that the accommodation contract has been canceled by the guest.

Article 6 (Right of our hotel to cancel the contract)

1. The hotel may cancel the contract for accommodation in the following situations.
 - (1) When it is recognized that the guest may act in violation of the provisions of laws and regulations, public order, or good manners and customs, or when it is recognized that the guest has committed the same act.
 - (2) Should the guest fall under Article 4 (4) to (9).
 - (3) If the Accommodation agreement and the Service rules are violated.
2. If the hotel cancels the accommodation contract based on the provisions of the preceding paragraph, the guest will not be charged for accommodation services that have not yet been provided. In addition, the accommodation service shall be deemed as having been provided at the time of check-in to the hotel.

Article 7 (Accommodation registration)

Guests are required to register the following items at the front desk of the hotel on the day of their stay.

- (1) Guest name, age, address and occupation
- (2) Nationality, passport number, port of entry and entry date for foreign guests
- (3) Departure date and scheduled departure time
- (4) Other matters deemed necessary by the hotel

Article 8 (Room usage time)

1. The guests may use the hotel guest rooms from 3pm until 10am the next morning. However, if staying consecutively, guests may use room all day except on the date of arrival and the date of departure.
2. Notwithstanding the provisions of the preceding paragraph, the hotel may accept the use of guest rooms outside the hours specified in the same paragraph. In this case, additional charges (room charge, service charge, consumption tax) will be applied.

Article 9 (Compliance with Service rules)

The guests will be asked to comply with the Service rules of the hotel whilst they are in the hotel.

Article 10 (Operating hours)

1. The operating hours of various facilities within the hotel will be described in the in-hotel leaflets, announcements for each place and information booklets, etc. within the guest rooms.
2. The operating hours of the facilities described in the previous paragraph may at times have to be changed. Notification will be provided in that case.

Article 11 (Payment of fees)

1. The breakdown of the accommodation fees, etc. payable by the guest is as listed in "Appendix 1".
2. Payment of accommodation fees, etc. will be made at the front desk upon arrival of the guest or when requested by the hotel, using currency, accommodation vouchers approved by the hotel, credit card, etc.
3. If the guest voluntarily chooses not to stay after the hotel has provided the guest room and made it available for use, the accommodation fee will be charged.

Article 12 (Responsibility of the hotel)

1. The hotel will compensate the guest for any damages caused to the guest in the performance of the accommodation contract and related contracts, or due to the non-performance thereof. However, this does not apply if it is not due to reasons attributable to the hotel.
2. The hotel has inn liability insurance to deal with the damages mentioned in the preceding paragraph.

Article 13 (When contracted guest rooms cannot be provided)

1. If the hotel cannot provide the guest with the contracted room, the hotel shall arrange other accommodations under the same conditions to the degree possible.
2. The hotel has endeavored to arrange other accommodation facilities based on the preceding paragraph, but should such arrangement not be possible, the hotel shall pay the guest a compensation fee equivalent to the penalty, and the compensation fee will be applied to the amount of compensation for damages. However, hotel will not pay compensation if there is no reason for the hotel not being able to provide guest rooms.

Article 14 (Handling of deposits, etc.)

1. If there is no proof of loss or damage to the goods, valuables or cash that the guest left at the front desk, and the goods, valuables or cash brought into the hotel are affected due to intentional or gross negligence on the part of the hotel, no compensation shall be paid.
2. If the guest proves the loss or damage of the goods, valuables or cash left at the front desk due to intention or gross negligence of the hotel, the hotel will compensate damages up to 100,000 yen.
3. If the property, valuables or cash brought into the hotel by the guest is proven to be lost or damaged due to intention or gross negligence of the hotel, the hotel shall compensate for the damage up to 50,000 yen.

Article 15 (Storage of customer's baggage or personal belongings)

1. If the guest's baggage arrives at the hotel prior to the stay, it will only be stored if the hotel is contacted and acknowledged prior to the arrival.
2. If the guest's baggage or personal belongings are left behind at the hotel after the guest checks out, the hotel shall store it for 7 days including the date of discovery and return it to the guest during that time. If there are no requests for it, it shall be handed in to the nearest police station.
However, any valuables shall be delivered to the nearest police station immediately.
In addition, food and drink, magazines and other disposable items will be disposed of at our hotel if guests do not contact hotel by the next day after check-out.
3. The hotel will arbitrarily inspect the contents of misplaced baggage or personal belongings according to the nature of the contents, and if necessary, return to the lost person or dispose of in accordance with the preceding paragraph and the guests forfeit objections in this case.
4. The hotel's liability for the storage of guest's baggage or personal belongings in the cases of paragraphs 1 and 2 shall be limited to 10,000 yen, except in cases of intentional or gross negligence on the part of the hotel.

Article 16 (Responsibility for parking)

Should a guest use the parking lot of the hotel (including the contract parking lot), the hotel will rent the parking lot irrespective of whether or not the vehicle key has been deposited and the hotel shall bear no responsibility for the storage of the vehicle.

The hotel shall not be liable for theft or damage of personal belongings or valuables in cars.

However, if there is a reason attributable to the hotel for the loss or damage of the vehicle caused to the guest in the parking lot of the hotel (including the contract parking lot), compensation for damage is limited to a maximum of 100,000 yen.

Article 17 (Responsibility of guests)

If the hotel incurs guest room cleaning / repair costs, loss of sales opportunities, or other damages due to the guest's violation of the Accommodation agreement, the Service rules or any other reason attributable to the guest, the guest will be liable for any damages suffered by the hotel.

Article 18 (Cleaning of guest rooms)

1. If a guest stays in the same room for two or more consecutive nights, the room will be cleaned daily as a general rule.
2. Even if the guest requests that cleaning is not necessary, the guest room should be cleaned at least once every three days in consideration of the purpose of laws and regulations and prefectural ordinances. However, should the hotel deem that it's necessary, it is possible for the guest room to be cleaned at any time.
3. The guest cannot refuse to have the guest room cleaned as described in the preceding paragraph.

◎ Appendix 1 Method of calculation of accommodation fees (related to Article11)

- Accommodation charge = Regular accommodation charge (room charge and service charge) or special accommodation charge
- Additional charge = food and drink charge and other usage charges
- Tax = consumption tax

1. Regular room rates are as per the price list posted in the hotel.

◎ Appendix 2 Penalty claim provisions

	Non-stay	The day	Previous day	2 days before	7 days before	14 days before	15 to 30 days before
Up to 14 people	100%	100%	50%				
15 - 29 people	100%	100%	50%	30%	20%		
30 - 49 people	100%	100%	80%	50%	30%	20%	
More than 50 people	100%	100%	100%	80%	80%	50%	10%

(Notes)

- ① % is the ratio of the penalty to the Accommodation charge.
- ② If the number of contract days is shortened, a penalty will be charged for all the days, starting on the day when the application for shortening of the stay is made through all the days that have been cut off of the stay.
- ③ If the contract is canceled by some of the guests, a penalty of the amount calculated based on the accommodation fee for the number of canceled contracts will be collected.
- ④ If the contract sets its own penalty, the penalty set out in the contract shall apply.