

Terms And Conditions of Accommodation Agreements

Article 1 (Scope of Application)

Accommodation agreements and related agreements to be entered into by and between the guest and the Hotel shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations or generally accepted practices.

2. In the event this Hotel has agreed to special provisions, then said special provisions shall, notwithstanding the preceding paragraph, prevail in so far as they do not violate laws and regulations or generally accepted practices.

Article 2 (Application for Accommodation Agreement)

Persons seeking to enter into an accommodation agreement with the Hotel shall notify the Hotel of the following particulars

- (1) The name of the guest
- (2) The accommodation dates and estimated time of arrival
- (3) The contact details of the guest
- (4) Other particulars deemed necessary by the Hotel

2. In the event a guest has, during the accommodation period, applied to extend his/her stay at the Hotel beyond the accommodation dates notified to the Hotel pursuant to item (2) of the preceding paragraph, then the Hotel shall consider the guest to have applied to enter into a new accommodation agreement with the Hotel at this time.

3. A person who has applied to enter into an accommodation agreement with the Hotel shall, if so requested by the Hotel, and even when an accommodation agreement has already been established, immediately submit details such as the guest's name, address and phone number, etc.

Article 3 (Establishment of an Accommodation Agreement)

An accommodation agreement shall be established upon the Hotel's acceptance of an application made pursuant to the provisions of the preceding Article. However, no agreement will be established when then Hotel has demonstrated that it has not accepted an application.

2. When an accommodation agreement has been established pursuant to the provisions of the preceding paragraph, the guest will be requested to pay the hotel room charges for the entire accommodation period prescribed in the accommodation agreement prior to his/her arrival date or by the date specified by the Hotel.

3. The accommodation agreement shall cease to be effective in the event the guest has not paid the hotel room charges for the entire accommodation period prescribed in the accommodation agreement prior to his/her arrival date or by the date specified by the Hotel pursuant to the provisions of the preceding paragraph.

4. If the Hotel has presented erroneous hotel room charges on the Internet or over the phone, an application to enter into an accommodation agreement based on said erroneous hotel room charges has been made, and the Hotel has accepted said application, then, in the event the erroneous hotel room charges are significantly less expensive compared to the hotel room charges for the surrounding dates and there has been no indication or display of any grounds for said significantly cheaper prices such as a "limited-time offer", "special price" or "campaign", etc., the hotel shall be deemed to have accepted said application to conclude an accommodation agreement by mistake based on the provisions set forth in the Civil Code and said accommodation agreement shall be considered invalid. The Hotel will immediately notify the guest of the same in this case.

Article 4 (Refusal of Accommodation Agreements)

The Hotel may refuse to conclude an accommodation agreement under any of the following circumstances

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions
- (2) When the Hotel is fully booked and no room is available
- (3) When grounds analogous to the preceding item have arisen such as when the Hotel expects the occurrence of a situation, as a consequence of disaster or other emergency, in which it must preferentially provide rooms to victims and disaster relief personnel, etc.
- (4) When a person who has applied to enter into an accommodation agreement or a person seeking accommodation is an organized crime group, an organization related to an organized crime group, or a member or affiliate of any other anti-social force stipulated in the Act on Prevention of Unjust Acts by Organized Crime Group Members and the prefectural ordinances concerning the elimination of organized crime groups.
- (5) When a person seeking accommodation is deemed liable to conduct himself/herself in a manner that will contravene the law, public orders, or good morals in connection with his/her use of the hotel room
- (6) When a person who intends to stay in the room is allowed to take pictures or make recordings with cameras, videos, or any other devices for business purposes without permission.
- (7) When a person seeking accommodation is clearly deemed to be carrying an infectious disease
- (8) When the hotel would be required to provide services beyond the generally accepted reasonable scope or be subjected to any other burden in relation to its provision of accommodation
- (9) When the Hotel is unable to provide accommodation due to natural disasters, breakdown of facilities or other unavoidable circumstances
- (10) When a person seeking accommodation is deemed liable to cause annoyance to other guests or interfere with the operations of the Hotel due to his/her intoxication or other causes, or when he/she has behaved in a manner that has caused annoyance to other guests and the employees of the Hotel
- (11) When a person seeking accommodation is a minor not having the consent of his/her guardian
- (12) When the application for accommodation has been made for the purpose of transferring rights under the accommodation agreement to another party
- (13) When other provisions of prefectural ordinances, etc. apply

Article 5 (The Guest's Right to Cancel Accommodation Agreements)

A guest may cancel an accommodation agreement by notifying the Hotel.

2. In the event a guest has cancelled an accommodation agreement in whole or in part, the guest shall also pay the penalty charges listed in Appended Table #2.
3. In the event a guest has not arrived at the Hotel at his/her scheduled arrival time on the arrival date, the Hotel may, in the absence of any notification from the guest, regard the accommodation agreement as having being cancelled by the guest.

Article 6 (The Hotel's Right to Cancel Accommodation Agreements)

The Hotel may cancel an accommodation agreement under any of the following circumstances

- (1) When a guest is an organized crime group, an organization related to an organized crime group, or a member or affiliate of any other anti-social force stipulated in the Act on Prevention of Unjust Acts by Organized Crime Group Members and the prefectural ordinances concerning the elimination of organized crime groups
- (2) When a guest has engaged in acts of violence, threats, intimidation, making unreasonable demands, gambling or the possession or use of controlled substances, firearms, swords and similar articles, acts causing annoyance to

other Hotel guests, or other acts in contravention to laws and regulations or public orders and morals within the premises of the Hotel, or when the guest is deemed liable to engage in any of the preceding acts

- (3) When a guest is clearly deemed to be carrying an infectious disease
 - (4) When the Hotel has been required to provide services beyond the generally accepted reasonable scope or has been subjected to any other burden in relation to its provision of accommodation
 - (5) When the Hotel is unable to provide accommodation due to natural disasters, breakdown of facilities or other unavoidable circumstances
 - (6) When a guest has engaged in acts that interfere with fire prevention such as smoking in the bed of the hotel room or tampering with fire-fighting equipment, etc.
 - (7) When a guest disturbs other guests by taking photographs or recordings within the Hotel premises for any purposes. (Including those taken for commercial purposes.)
 - (8) When a guest has transferred or seeks to transfer his/her rights under the accommodation agreement to another party
 - (9) In the event a guest has entered in an accommodation agreement through a travel agency, when payment of the hotel room charges by said travel agency has not been confirmed. It should be noted that unconfirmed payments include cases where payment has been made shortly before the end of a bank's business hours or through Internet banking, regardless of the bank's business hours, and the execution of the money transfer on that date cannot be ascertained owing to the following day being a bank holiday.
 - (10) When the guest has violated the provisions of the Hotel Rules of Use
 - (11) When other provisions of prefectural ordinances, etc. apply
 - (12) When the guest has not immediately complied with a request made by the Hotel pursuant to the provisions of paragraph 3 of Article 2
2. Except in the case of items (3) and (5) above, the Hotel will not refund hotel room charges when an accommodation agreement has been cancelled pursuant to the preceding paragraph.

Article 7 (Registration of Hotel Guests)

Guests are required to register the following particulars at the front desk of the Hotel on their arrival date.

- (1) Name, age, gender, address, and occupation of the guest
- (2) In the case of foreign guests, nationality, passport number, port of entry and entry date
- (3) Departure date and scheduled departure time
- (4) Previous place of accommodation and travel destination
- (5) Other information required by the Hotel

Article 8 (Hotel Room Hours of Use)

Guests are permitted to use their hotel room in the Hotel from the check-in time until the check-out time, respectively, set by the Hotel. If a separate time is specified for an accommodation plan, etc., it shall be in accordance with that time. However, guests staying at the Hotel for two or more consecutive nights may use their hotel room around the clock except for on the days of arrival and departure and while the hotel room is being cleaned.

2. Notwithstanding the provisions of the preceding paragraph, the Hotel may allow guests to use their hotel rooms other than during aforementioned hours. In this case, the Hotel will charge the following additional charges.

- (1) 1,000 yen (incl. tax) for each additional hour of use

- (2) 100% of the daily hotel room charge in the case of additional use of six hours or more
3. The Hotel may access a guest's hotel room to take the necessary measures for safety and sanitation management even during the guest's permitted hours of use prescribed in the preceding two paragraphs.
4. Extensions may be refused for reasons such as the availability of the hotel's bookings.

Article 9 (Compliance With the Hotel Rules of Use)

Guests will observe the Hotel Rules of Use within the Hotel premises.

Article 10 (Business Hours)

The business hours of the various facilities, etc. within the Hotel are indicated in brochures available from the Hotel, notice boards located throughout the Hotel and the information booklets provided in each hotel room, etc.

2. The business hours of the various facilities, etc. within the Hotel are subject to temporary change as necessary or in the event of unavoidable circumstances. In this case, guests will be notified of said changes as appropriate.

Article 11 (Payment of Charges)

The breakdown of the hotel room charges, etc. payable by the guest is stated in Appended Table #1.

2. Payment of aforementioned hotel room charges, etc. shall be made in Japanese yen or accommodation vouchers, or by credit card or any other means of payment approved by the Hotel, at the front desk or other location specified by the Hotel upon the guest's arrival or when otherwise requested by the Hotel.

Article 12 (Liability of the Hotel)

Except as otherwise provided in these Terms and Conditions or in the event of willful acts or gross negligence of the Hotel, the Hotel's liability to compensate damage suffered by guests as a result of the Hotel's non-performance of the accommodation agreement or an agreement related thereto, or due to the unlawful acts of the Hotel, shall be limited to an amount equivalent to one night's hotel room charges.

2. While the Hotel is subscribed to hotel liability insurance to cover aforementioned damage to guests, damage to guests that falls under the exemptions of the insurance policy may not be covered.

Article 13 (Handling of Cases When The Reserved Hotel Room Cannot Be Provided)

The accommodation agreement shall be rendered void if the Hotel is unable to provide a guest with their reserved hotel room. However, in this case, the Hotel shall make its best efforts to arrange alternative accommodation for said guest under the same conditions.

2. If the Hotel, notwithstanding the provisions of the preceding paragraph, is unable to arrange alternative accommodation for the guest, it will pay the guest the amount of compensation set forth in Appended Table #3. This compensation shall be considered compensation for damages suffered by the guest. However, the Hotel will not pay said compensation in the event its inability to provide the reserved hotel room to the guest is a result of circumstances not attributable to the responsibility of the Hotel.

Article 14 (Handling of Deposited Articles, etc.)

The Hotel will compensate guests in the event objects, valuables, or cash deposited by guests at the front desk of the Hotel have been lost or damaged, etc. as a result of circumstances other than force majeure events. However, except in the event of willful acts or gross negligence of the Hotel, the Hotel's liability to compensate for such loss or damage in

the event the guest has not declared the content and value of his/her deposited articles shall be limited to an amount equivalent to one night's hotel room charges (or one use, in the case of a day use package).

2. Except in the event of willful acts or gross negligence of the Hotel, the Hotel assumes no liability for the loss of and damage, etc. to the objects, valuables, or cash, etc. brought by guests onto the premises of the Hotel that were not deposited at the front desk of the Hotel.

Article 15 (Storage of Guests' Baggage And Personal Effects)

The Hotel will provide storage for guests' baggage arriving in advance only if the Hotel was contacted beforehand and has agreed to provide such storage.

2. If guests have left baggage or personal belongings behind at the Hotel after checkout, the Hotel will, as a rule, store said items at the Hotel for a period of three months after said items are found. The Hotel shall deliver valuables to the nearest police station after aforementioned storage period has elapsed. Items such as food, beverages and magazines, etc. will be disposed of at the discretion of the Hotel if no contact has been made by the guest by the day following the date of checkout.

3. The Hotel may inspect the content of baggage or personal belongings left behind at the Hotel after checkout in order to facilitate the appropriate handling in accordance with the nature of said items and, as required, either effectuate the return thereof to the person who left the property behind or arrange for disposal in accordance with the provisions of the preceding paragraph. The guest may not raise any objection in this case. (Governed by the Lost Property Act and Waste Management and Public Cleansing Act.)

4. Except in the event of willful acts or gross negligence of the Hotel, the hotel assumes no liability for the loss of and damage, etc. to baggage or personal belongings of guests stored at the Hotel pursuant to the provisions of paragraphs 1 and 2.

Article 16 (Management of Baggage While Using the Public Bath)

Guests must deposit valuables (including cash, and the same shall apply hereinafter in this Article) and hotel room keys at the front desk of the Hotel when using the public bath.

2. The provisions of paragraph 1 of Article 14 shall apply to articles deposited at the front desk of the Hotel.

3. The Hotel assumes no liability for damages suffered by guests due to the theft of valuables or the unauthorized use of their hotel room key by a third party when the guest has left their valuables or room keys in the clothes basket to enter the public bath or has otherwise failed to take the precautions described in paragraph 1. However, the Hotel shall assume liability in the event said damages are attributable to the responsibility of the Hotel. In this case, the Hotel's liability to compensate for such damages shall be limited to an amount equivalent to one night's hotel room charges except in the event of willful acts or gross negligence of the Hotel

Article 17 (Parking Liability)

Guests using the Hotel parking lot acknowledge that the hotel is merely allowing the guest use of said parking space and assumes no liability for management of the vehicle parked therein, regardless of whether the vehicle keys have been deposited with the Hotel. However, the Hotel will assume liability for the loss of or damage, etc. to vehicles parked in the Hotel parking lot in the case said loss or damage is a result of the willful acts or gross negligence of the Hotel.

Article 18 (Liability of Guests)

Guests who have caused damage to the Hotel as a result of willful acts or gross negligence shall be liable to compensate the Hotel for such damages.

Article 19 (Cleaning of Hotel Rooms)

Hotel rooms occupied by a guest for two or more consecutive nights the room will, as a rule, be cleaned every three days, except in accordance with the accommodation plan, etc.

2. Even when a guest has notified hotel staff that he/she does not require his/her hotel room be cleaned, the Hotel will, nonetheless, clean said hotel room at least once every three days in consideration of the intents and purposes of laws and regulations and prefectural ordinances, etc. However, the Hotel reserves the right to clean hotel rooms at any time it deems necessary.
3. Guests may not refuse room cleaning carried out pursuant to the provisions of the preceding paragraph.

Article 20 (Governing Law and Jurisdiction)

The district court or summary court having jurisdiction over the location of the Hotel shall have the exclusive jurisdiction to hear any disputes arising between guests and the Hotel in connection with an accommodation agreement, which shall be governed by the laws of Japan.

Appended Table #1 (Method of Calculating Hotel Room Charges [related to Article 11])

	Breakdown	
Hotel room charges	Basic hotel room charge	Room charge and service charge
	Supplemental charges	Charges for food and beverages and other usage charges
	Tax	Consumption tax, etc.

Notes)

1. Hotel room charges shall be as indicated on the price list displayed in shops, brochures and on the website, etc.
2. The prescribed number of occupants per hotel room is permitted to be exceeded only in the case of occupants of elementary-school age or younger. However, the Hotel reserves the right to restrict the number of occupants depending on the size, etc., of the hotel room. The following extra charges will be incurred in the case of occupants in excess of the prescribed number of occupants.
 - (1) Children in year 4 to year 6 of elementary school: The regular adult hotel room charge
 - (2) Children in year 1 to year 3 of elementary school: Free (each adult is permitted to share his/her bed with one child)
 - (3) Children under elementary-school age: Free
3. Breakfast charges associated with use of a hotel room pursuant to the provisions of the preceding paragraphs shall be as follows
 - (1) Children in year 4 to year 6 of elementary school: The regular charge
 - (2) Children in year 3 of elementary school, or younger: Free (however, some restaurants may charge a fee)

Appended Table #2: Penalty Charges (related to Article 5)

Date on which notification of cancellation of the accommodation agreement is received		No-show without notice	On the scheduled arrival date	On the day prior to the scheduled arrival date	2-9 days prior to the scheduled arrival date	10-20 days prior to the scheduled arrival date
General	Up to 9	100%	100%	20%	-	-
Group	10 - 99	100%	100%	50%	10%	-
	100 or more	100%	100%	80%	30%	10%

(Note)

1. The percentages indicate the amount of the penalty charges as a percentage of the total amount of basic hotel room charge and the charges for co-operative hotel room programs with other operators included within the supplemental charges. However, if the amount calculated in accordance with the cancellation policy of co-operative operators exceeds the amount calculated pursuant to the above, then the higher amount will be charged as penalty charges.
2. In the event the length of the contracted accommodation period has been shortened, penalty charges shall be levied only for the first day on which accommodation has been cancelled as a result of said reduction and regardless of the amount of nights for which the accommodation period has been shortened.
3. If an accommodation agreement has been cancelled for some but not all of the guests, penalty charges will be levied based on the hotel room charges for the number of guests with whom agreements have been cancelled.

Appended Table #3: Compensation (related to Article 13)

Number of persons	On the scheduled arrival date	On the day prior to the scheduled arrival date	2-9 days prior to the scheduled arrival date
Up to 9	100%	20%	—
10 or more	100%	50%	10%

(Notes)

1. The percentages indicate the amount of compensation as a percentage of the total amount of basic hotel room charge.