Lodging agreement

Article 1 (Scope of Application)

- 1. Accommodation agreements and related agreements entered into by the hotel with guests (including travel agencies and accommodation arrangement operators) shall be governed by these terms and conditions. Matters not stipulated in these terms and conditions shall be governed by laws and ordinances or generally established customs.
- 2. In the case when the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

Article 2 (Application for Accommodation Contract)

- 1. The Guest who intends to apply for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
 - (1) Name of the Guest(s);
 - (2) Telephone number of the Guest(s);
 - (3) Date of accommodation and estimated time of arrival
 - (4) Other information deemed necessary by the Hotel
- 2. In the case when the Guest requests, during his stay, extension of the accommodation beyond the date in subparagraph (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

Article 3 (Conclusion of Accommodation Contract, etc.)

- 1. A Contract for Accommodation shall be deemed to have been concluded when the Hotel has accepted the application as stipulated in the preceding Article. However, the same shall not apply in the case when the Hotel has not given consent.
- 2. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph and an accommodation deposit is requested by the Hotel, payment shall be made within the limits of the Accommodation Charges for the period of stay and by the date specified by the Hotel. In addition, if the hotel accepts the payment date specified by the guest, the guest will be required to pay by that date.
- 3. The application fee shall first be applied to the final accommodation charge to be paid by the guest, and in the event that a situation arises in which the provisions of Article 6 and Article 18 apply, then the penalty shall be paid, followed by compensation will be appropriated and any remaining balance will be refunded.
- 4. If the application fee in Paragraph 2 is not paid by the date specified by the Hotel in

accordance with the provisions of the same Paragraph, the accommodation contract shall become invalid.

Article 4 (Special Contract Not Requiring Payment of Application Fee)

- 1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit as stipulated in the same Paragraph after the Contract has been concluded.
- 2. If the Hotel does not request the payment of the deposit as stipulated in Paragraph 2 of the preceding article or does not specify the due date for payment of the deposit when accepting the application for the accommodation contract, the Hotel shall be deemed to have accepted the special contract.

Article 5 (Refusal of 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 conform to these Terms and Conditions:
- (2) When there is no room available.
- (3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;
- (4) When the person seeking accommodation is a designated organized crime group, a member of an organized crime group, etc., or a related person thereof, or other antisocial force pursuant to the "Act on Prevention of Unjust Acts by Organized Crime Group Members" (enforced on March 1, Heisei 4).
- (5) When the person seeking accommodation behaves in a manner that causes significant annoyance to other guests;
- (6) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (7) When a violent demand is made in relation to the accommodation, or a burden beyond a reasonable range is demanded.
- (8) When the Hotel is unable to provide accommodation due to natural disasters, malfunction of facilities, or other unavoidable reasons;
- (9) When attempting to bring in dangerous goods, flammable materials, explosives, equipment that uses fire such as stoves, pets, or items harmful to the human body.

Article 6 (Guest's Right to Cancel Contract)

1. The Guest may cancel the Accommodation Contract by notifying the Hotel.

- 2. In the case when the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in cases where the Hotel has requested payment of the deposit by specifying the date of payment in accordance with the provisions of Paragraph 2 of Article 3 and the Guest has cancelled the Accommodation Contract before such payment), cancellation charges will be charged as listed in Attached Table No. 2.
 - However, in the case of complying with the special contract of Article 4, Paragraph 1, when the guest cancels the accommodation contract, the penalty payment obligation will only be when the hotel notifies the guest.
- 3. In the case when the Guest does not arrive by 22 p.m. of the accommodation date (or 2 hours after the estimated time of arrival if the Guest is expressed) without prior notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

Article 7 (Right to Cancel the Hotel's Contract)

- 1. The Hotel may cancel the Accommodation Contract in the following cases:
 - (1) When the Guest is deemed liable to conduct himself or herself in a manner that will contravene the provisions of laws and regulations, public order or good morals in regard to his/her accommodation, or when it is recognized that the Guest has committed such acts.
 - (2) When the Guest is deemed to fall under any of the following (a) to (c):
 - (a) Organized crime groups, members of organized crime groups, associate members of organized crime groups, persons related to organized crime groups, and other antisocial forces.
 - (b) When an organized crime group or a member of an organized crime group is a corporation or other organization that controls business activities.
 - (c) A corporation whose officers fall under the category of members of an organized crime group.
 - (3) When the Guest behaves in a manner that causes significant annoyance to other Guests.
 - (4) When the Guest can be clearly detected as carrying an infectious disease.
 - (5) When a violent demand is made in relation to the accommodation, or a burden beyond a reasonable range is demanded.
 - (6) When the Hotel is unable to provide accommodation due to reasons caused by force majeure such as natural disasters.
 - (7) Smoking in bed, mischief to firefighting equipment, etc., and other prohibited matters stipulated by the Hotel's rules of use (limited to those necessary for fire prevention) When not complying.
- 2. In the case when the Hotel has cancelled the Accommodation Contract in accordance with

the provisions of the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any accommodation services, etc. which the Guest has not yet received.

Article 8 (Registration of Accommodation)

- 1. The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation.
 - (1) Name, age, sex, address, and occupation of the Guest(s)
 - (2) In the case of a foreigner, nationality, passport number, port and date of entry of Japan
 - (3) Date and estimated time of departure
 - (4) Other information deemed necessary by the Hotel
- 2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's checks, coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed.

Article 9 (Guest Room Usage Hours)

- 1. The Guest may occupy the guest room of the Hotel from 1 p.m. to 12 p.m. the following morning. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the days of arrival and departure.
- 2. The Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, accommodate the use of the Guest Room for flights beyond the time before or after prescribed in the same Paragraph. In this case, the following additional charges will be charged.
 - (1) 1,500 yen per hour (Tax included)
 - (2) If the excess 4 hours is exceeded, the accommodation fee on the day

Article 10 (Compliance with the Rules of Use)

The Guest shall, within the Hotel, comply with the Rules of Use established by the Hotel and presented to any of the hotels.

Article 11 (Business Hours)

- 1. The business hours of the main facilities of the Hotel are as follows, and detailed business hours of other facilities, etc. will be announced in the pamphlets provided, notices in various places, service directories in guest rooms, etc.
 - (1) Reception service hours

 Reception service and curfew: Closed from 02:30 ~ 04:45
 - (2) Service hours such as cooking, eating and drinking

Breakfast: 7:00 ~ 9:30, last entry 9:20 (at breakfast venue)

(3) Hours of use of large public bath and sauna

Large public bath: 15:00 ~ 10:00 the next morning

Sauna:17:00 ~ midnight 01:00

2. The hours set forth in the preceding paragraph may be changed temporarily if necessary. In that case, we will notify you by an appropriate method.

Article 12 (Payment of Fees)

- 1. The breakdown of the Accommodation Charges, etc. to be paid by the Guest is as listed in the attached Table No.1.
- 2. Payment of the Accommodation Charges, etc. referred to in the preceding Paragraph shall be made in Japanese currency or by credit card at the front desk at the time of check-in by the Guest.
- 3. Accommodation charges shall be paid even if the Guest voluntarily does not stay after the Hotel has provided the Guest with a room and the room has become available.

Article 13 (Responsibility of the Hotel)

- 1. The Hotel shall compensate the Guest for damages when the Guest is damaged in the performance of the Accommodation Contract and related contracts, or due to the failure to perform such contracts. However, the same shall not apply when the reason is not attributable to the Hotel.
- 2. The Hotel has taken out inn's liability insurance in case of fire, etc.

Article 14 (Handling when contracted guest rooms cannot be provided)

- 1. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere insofar as practicable with the consent of the Guest.
- 2. When arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the Hotel is unable to provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not pay the compensation fee.

Article 15 (Handling of Deposited Articles, etc.)

1. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused to goods, cash or valuables deposited at the front desk by the Guest, except in the case when this has occurred due to force majeure. However, for cash and valuables, when the Hotel has requested the Guest to report its type and value but the Guest has failed to do so, the Hotel shall compensate the Guest up to a maximum of 100,000 yen.

- 2. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused intentionally or negligently by the Guest of the Hotel to goods, cash or valuables brought into the premises of the Hotel but not deposited at the front desk. However, for items for which the type and value have not been notified in advance by the Guest, the Hotel shall compensate them up to a maximum of 100,000 yen, except in cases of willful misconduct or gross negligence on the part of the Hotel.
- 3. We cannot accept works of art, antiques, jewelry, precious metals, large amounts of cash (100,000 yen or more), valuables, etc.

Article 16 (Storage of Baggage and Personal belongings of the Guest)

- 1. When the baggage of the Guest arrives at the Hotel prior to his/her arrival, the Hotel shall be responsible for keeping it only with the consent of the Hotel prior to his/her arrival and shall hand it over to the Guest at the time of check-in.
- 2. If the baggage or belongings of the Guest are found to have been left behind at the Hotel after the Guest has checked out, the Hotel shall contact the owner and ask for instructions when the owner is identified. However, if there is no instruction from the owner, or if the owner is not confirmed, measures such as storing it for 10 days including the day it is found and then delivering it to the nearest police station may be taken.
- 3. The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two paragraphs shall be assumed in accordance with the provisions of paragraph 1 of the preceding Article in the case of Paragraph 1, and with the provisions of paragraph 2 of the same Article in the case of paragraph 2.
- 4. If the baggage or personal belongings misplaced as stipulated in Paragraph 2 are food, etc., the Hotel shall, from the viewpoint of hygiene, dispose of them at its discretion. In such cases, the Hotel shall not be liable.

Article 17 (Responsibility for Parking)

When the Guest uses the parking lot of the Hotel or deposits the key of the vehicle, the Hotel merely lends the space and shall not be liable for the custody of the vehicle. However, if the Hotel intentionally or negligently causes damage in the management of the parking lot, the Hotel shall be responsible for compensation.

Article 18(Responsibility of the Guest)

When the Hotel suffers damage due to the intention or negligence of the Guest, the Guest shall compensate the Guest for the damage.

Attached Table No.1 Breakdown of Accommodation Charges, etc. (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

Total amount payable by the guest	Details			
	Basic Accommodation Charge			
Accommodation Charges	(Including service charge and taxes s			
	ch as consumption tax)			
Additional Charges	Other usage fees			
tax	consumption tax			

^{*1.} Basic accommodation charges are based on the price list posted at the store, pamphlet, and website.

Attached Table No.2 Cancellation Charges (Ref. Paragraph 2 of Article 6)

For general guests

Notice of termination date of acceptance	No-show	Day	1∼3 Days	4∼5 Days	6~7 Days
general guests	100%	100%	-	-	-

For group lodging guests

Notice of termination date of acceptance	No-show	Day	Day	2days ago	3days ago	4~7 Days	8~14 Days	15~30 Days
2~9 people	100%	100%	50%	30%	30%			
10~30 people	100%	100%	50%	50%	30%	30%		
31~60	100%	100%	80%	50%	50%	30%	20%	10%
61 [~]	100%	100%	80%	50%	50%	30%	30%	10%

Notes:

- 1. The percentage is the ratio of the cancellation charge to the basic accommodation charge.
- 2. If the number of days contracted is shortened, a cancellation charge for one day (the first day) will be charged regardless of the number of days shortened. In the case of consecutive stays, a penalty for one day will be charged for the day following the date on which the contract is requested to be shortened.

^{*2.} If the tax law is revised, it shall be in accordance with the revised provisions.