

## Scope of Application

### Article 1.

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

In the case where the Hotel has entered 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.

## Application for Accommodation Contracts

### Article 2.

A 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) and phone number (or mobile phone number)
- (2) Date of accommodation and estimated time of arrival;
- (3) Accommodation charges (based, in principle, on the Basic Accommodation Charges listed in Attached Table No. 1); and
- (4) Other particulars deemed necessary by the Hotel.

In the case where the Guest requests, during the stay, an 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.

## Conclusion of Accommodation Contracts, etc.

### Article 3.

A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the contract shall not be deemed to have been concluded if it has been proved that the Hotel has not accepted the application.

When an Accommodation Contract has been concluded in accordance with the provisions of the preceding paragraph, the Guest is requested to pay an accommodation deposit fixed by the Hotel within the limits of the Basic Accommodation Charges covering the Guest's entire period of stay (or a minimum of three days when the period of stay is to exceed three days) by the date specified by the Hotel.

The deposit shall be first applied to the Total Accommodation Charges to be paid by the Guest, then secondly to the cancellation charges and compensation in this order on the occurrence of any event to which Article 6 or 18 applies, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.

When the Guest has failed to pay the deposit by the date required as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

## Special Contracts Requiring No Accommodation Deposit

### Article 4.

Notwithstanding the provisions of Paragraph 2 of Article 3, the Hotel may enter a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same paragraph.

In the case where the Hotel has not requested the payment of the deposit as stipulated in Paragraph 2 of Article 3 and/or has not specified the date of the payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as if the Hotel has accepted a special contract as prescribed in the preceding paragraph.

## Refusal of Accommodation Contracts

### Article 5.

The Hotel shall have the right not to accept the conclusion of an Accommodation Contract under any of the following cases:

When the application for accommodation does not conform to the provisions of these Terms and Conditions.

When the Hotel is fully booked, and no room is available.

When the Guest seeking accommodation is deemed liable to conduct himself in a manner that would contravene the laws or act against the public order or good morals regarding the accommodation.

When the Guest seeking accommodation is clearly determined to be carrying an infectious disease.

When the Hotel receives demands in a violent fashion or is requested to assume an unreasonable burden about the Guest's accommodations.

When the Hotel is unable to provide accommodation due to natural calamities, the malfunction of the facilities and/or other unavoidable causes.

When a person requesting accommodation is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be an annoyance to other guests (when prefectural ordinances are applicable); and

When a party seeking accommodation is an organized crime group as provided in Article 2 paragraph 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) ("an Organized Crime Group"), a member of an Organized Crime Group as provided in Article 2 paragraph 6 of the same Act ("a member of an Organized Crime Group") or a party or other anti-social element related to such groups.

When a party seeking accommodation is a corporation or other entity whose business activities are controlled by an Organized Crime Group or a member of an Organized Crime Group.

When a party seeking accommodation is a corporation whose directors include persons corresponding to a member of an Organized Crime Group.

## Right to Cancel Accommodation Contracts by the Guest

### Article 6.

The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.

In the case where the Guest has canceled an Accommodation Contract in whole or in part due to a cause for which the Guest is liable (except for instances where the Hotel has requested payment of a Deposit during the specified period prescribed in Paragraph 2, Article 3, and the Guest has canceled before making payment), the Guest shall pay cancellation charges as listed in Attached Table No. 2. However, when a special contract has been concluded as prescribed in Paragraph 1, Article 4, cancellation charges shall be required only when the Guest has been informed of the obligation to pay such charges in the event of cancellation.

If a Guest does not appear by 8 p.m. on the accommodation date (or two hours after the expected time of arrival if the Hotel has been notified) and has not notified the Hotel in advance, the Hotel may regard the Accommodation Contract as having been canceled by the Guest.

#### Right to Cancel Accommodation Contracts by the Hotel

##### Article 7.

The Hotel may cancel the Accommodation Contract under any of the following cases:

- (1) When the Guest is deemed liable to conduct or has conducted him/herself in a manner that would contravene the laws or act against the public order and good morals in regard to the accommodation;
- (2) When the Guest seeking accommodation is clearly determined to be carrying an infectious disease;
- (3) When violent demands and/or actions are made or carried out, or burdens that exceed the scope of reasonable requests have been made, in relation to accommodations.
- (4) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
- (5) When the Guest seeking accommodation is deemed liable to conduct him/herself in a manner that would cause serious annoyance to other guests or behaves in such manner due to heavy intoxication or other reasons (when prefectural ordinances are applicable); and
- (6) When the Guest does not observe prohibited actions such as smoking in bed, mischief relative to the firefighting equipment and other prohibitions of the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary to avoid the causing of fires).
- (7) When a guest is an Organized Crime Group, a member of an Organized Crime Group or a party or other anti-social element related to such groups.
- (8) When a guest is a corporation or other entity whose business activities are controlled by an Organized Crime Group or a member of an Organized Crime Group.
- (9) When a guest is a corporation whose directors include persons corresponding to a member of an Organized Crime Group.

In the case where the Hotel has cancelled the Accommodation Contract in accordance with the preceding paragraph, the Hotel shall not be entitled to charge the Guest in the future for any of the services during the contractual period that were not received.

#### Registration

##### Article 8.

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 phone number (or mobile phone number) and occupation of the Guest(s)

- (2) Nationality, passport number, and port and date of entry into Japan (if the Guest is not of Japanese nationality);
- (3) Date and estimated time of departure; and
- (4) Other particulars deemed necessary by the Hotel.

In the case where the Guest intends to pay the Accommodation Charges prescribed in Article 12 by means other than Japanese currency, such as travelers' cheques, coupons or credit cards, the Guest shall present such instruments in advance to the Hotel at the time of registration as prescribed in the preceding paragraph.

#### Occupancy Hours of Guest Rooms

##### Article 9.

Please review the information as to when the Guest is entitled to occupy the contracted guest room. However, when the Guest is accommodated for a continuous number of days, the Guest may occupy the room for the entire day, except for the days of arrival and departure.

The Hotel may, notwithstanding the provisions prescribed in the preceding paragraph, permit the Guest to occupy a room beyond the time prescribed in the same paragraph. In such case, the Guest shall pay the following additional charges:

- (1) Until noon: 15% of the room charge
- (2) Until 1 p.m.: 20% of the room charge
- (3) Until 2 p.m.: 25% of the room charge
- (4) After 5 p.m.: 100% of the room charge

#### Observance of House Regulations

##### Article 10.

The Guest shall observe the House Regulations established by the Hotel, which are posted on the Hotel premises.

#### Business Hours

##### Article 11.

The business hours of the Hotel's services and facilities shall be indicated in the brochures provided, in-house facilities in guest rooms and notices displayed in various locations.

The business hours can be subjected to temporary changes due to unavoidable causes of the hotel. In such a case, the Guest shall be informed by appropriate means.

#### Payment of Accommodation Charges

##### Article 12.

The breakdown and method of calculation of the Accommodation and other Charges to be paid by Guests are specified in Attached Table No. 1.

The Accommodation and other Charges referred to in the preceding paragraph shall be paid at the Front Desk upon request by the Hotel. Payments shall be made in cash or by means other than cash, such as travelers' cheques, coupons, or credit cards, that are recognized by the Hotel.

Once accommodation facilities have been made available by the Hotel, the Accommodation Charges shall be paid even if the Guest voluntarily chooses not to utilize the facilities.

#### Liabilities of the Hotel

##### Article 13.

The Hotel shall compensate the Guest for any damage if the Hotel has caused such damage to the Guest during its performance of, or by its non-fulfillment of, the Accommodation Contract and/or related agreements. However, this provision shall not apply if such damage has been caused by a reason(s) not attributable to the Hotel.

The Hotel is covered by Hotel Liability Insurance Policy relative to unexpected fires or other disasters.

#### Handling when unable to provide Contacted Rooms.

##### Article 14.

The Hotel shall, when unable to provide the contracted rooms, arrange accommodation of the same standard elsewhere insofar as practicable with the consent of the Guest.

When arrangement of other accommodations cannot be made notwithstanding the provisions of the preceding paragraph, the Hotel shall pay the Guest Compensation equivalent to the cancellation charges. Through such payment, the Hotel shall be deemed to have fulfilled its obligation to compensate for the damages incurred by the Guest. However, if the Hotel's inability to provide accommodation is not the result of a cause(s) attributable to the Hotel, the Hotel will not pay Compensation to the Guest.

#### Custody of Baggage or Belongings of the Guest

##### Article 15.

When the baggage of the Guest is brought into the Hotel before the Guest's arrival, the Hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the Front Desk at the time of check-in.

As a rule, when a Guest's baggage or belongings are found to be left behind after checkout, the Hotel will wait for the owner to contact the Hotel and provide instructions. If there are no instructions by the owner, the Hotel shall dispose of other articles after three months. However, food and beverages, cigarettes, magazines, and the like will be disposed of the following day after checkout.

#### Liability in regard to Parking

Article 16.

The Hotel assumes no liability for the custody of Guest’s vehicles when they use the parking lot under management of the Hotel (“the Hotel’s parking lot”), as the Hotel is regarded as simply offering a space for parking, irrespective of whether the key(s) of the vehicle has been deposited with the Hotel. However, the Hotel will assume responsibility if damages are incurred through the management of the parking lot if such damages were caused by the intention or negligence of the Hotel.

The Hotel assumes no liability for the theft, loss, or damage to vehicles, vehicle accessories, or items within the vehicles for parking lots that are not under its management (“affiliated parking lots”).

The Hotel assumes no liability for when users of affiliated parking lots incur damages to their vehicles, vehicle accessories, or items within the vehicles, due to the actions of other users of affiliated parking lots or other persons as well as other incidents resulting in damages that occurred within the affiliated parking lots.

Liability of the Guest

Article 17.

The Guest shall compensate the Hotel for damage caused through the intention or negligence of the Guest.

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

|                                      |                                | 内訳  |
|--------------------------------------|--------------------------------|---|
| Total Amount to be paid by the Guest | Accommodation Charges          | • Basic Accommodation Charge (Room Charge)            |
|                                      | Extra Charges                  | • Meals and Drinks (Breakfast, dinner and the others) |
|                                      |                                | • Other Facilities Charge                             |
| Taxes                                | • Consumption Tax, Other Taxes |   |

(Remarks) The Basic Accommodation Charge is indicated as a tariff at the Front Desk.

Attached Table No.2 Cancellation Charge for Hotels (Ref. Paragraph 2, Article 6)

| Contracted Number of Guests \ Date when the Cancellation of the Contract is Notified |         | No show | Accommodation Day | 1 Day Prior to Accommodation Day | 2 Day Prior to Accommodation Day |
|--|---------|---------|-------------------|----------------------------------|----------------------------------|
| Individual   | 1 to 14 | 100%    | 100%              | 100%                             | 0%                               |

\*1The percentages signify the rate of the cancellation charge for the Basic Accommodation Charges.

\*2When the number of days contracted is shortened, cancellation charges for the first day shall be paid by the Guest regardless of the number of days shortened.