

Terms and Conditions for Accommodation Contract

Article 1 (Scope of Application)

1. Accommodation Contract 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 herein shall be governed by laws, regulations and/or generally accepted practices.
2. If the Hotel has entered into a special contract with the Guest, such special contract shall, notwithstanding the preceding Paragraph, prevail over the provisions of these Terms and Conditions to the extent that such special contract does not violate laws and regulations and generally accepted practices.

Article 2 (Application for Accommodation Contract)

1. A Guest who intends to apply for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
 - (1) Name of Guest(s);
 - (2) Date of accommodation and estimated time of arrival;
 - (3) Accommodation charges (based, in principle, on the Basic Accommodation Charges listed in Annex 1);
 - (4) Other particulars deemed necessary by the Hotel.
2. If, during the stay, the Guest requests an extension of the accommodation beyond the date specified in Item (2) of the preceding Paragraph, the Hotel shall regard such request as an application for a new Accommodation Contract at the time such request is made.

Article 3 (Conclusion of Accommodation Contract)

1. Accommodation Contract shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article; provided, however, that this shall not apply if it has been proved that the Hotel has not accepted the application.
2. When the Accommodation Contract has been concluded in accordance with the provisions of the preceding Paragraph, the Guest shall pay an accommodation deposit determined by the Hotel within the limits of the Basic Accommodation Charges covering the entire period of the Guest's stay by the date specified by the Hotel.
3. The aforementioned deposit shall be applied first to the Total Accommodation Charges payable by the Guest, then secondly to the penalty charges and compensation, in this order, in the event of an occurrence to which Article 6 or 18 applies. The remainder, if any, shall be refunded at the time of payment of the Accommodation Charges pursuant to Article 12.
4. If the Guest has failed to pay the aforementioned deposit by the date specified in Paragraph 2 of this Article, the Hotel shall deem the Accommodation Contract invalid. This shall only be the case if the Guest is so informed by the Hotel when the period of payment of the deposit is specified.

Article 4 (Special Contract Requiring No Accommodation Deposit)

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded, as stipulated in the same Paragraph.
2. If the Hotel, at the time of acceptance of the application for the Accommodation Contract, has not required the payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of payment of such deposit, it shall be deemed that the Hotel has accepted a special contract as stipulated in the preceding Paragraph.

Article 4-2 (Request for Cooperation to Infection Prevention Measures)

The Hotel may request the cooperation of the person seeking lodging in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act.

Article 5 (Refusal of Conclusion of Accommodation Contract)

The Hotel shall have the right to refuse the conclusion of the Accommodation Contract if any of the following circumstances occur or are found.

- (1) When the application for Accommodation Contract does not conform to the provisions of these Terms and Conditions;
- (2) When the Hotel is fully booked, and no accommodation unit is available;
- (3) When the person seeking lodging is deemed to be liable to act in a manner that would contravene the laws or be against the public order or good morals with regard to the accommodation;
- (4) When the person seeking lodging is deemed to fall under any of the following Items;
 - (i) An organized crime group, as defined in Article 2, Item (2) of the Act on Prevention of Unjust Acts by Organized Crime Group Members, a member of an organized crime group as defined in Article 2, Item (6) of the same Act, an associate member thereof, a person having relations therewith, or any other anti-social forces;
 - (ii) A legal person or other groups whose activities are controlled by an organized crime group or a member or members thereof;
 - (iii) A legal person whose board of directors includes a person who falls under a member of an organized crime group.
- (5) When the person seeking lodging commits a fraudulent act that causes great inconvenience to other guests;
- (6) When the person seeking lodging falls under the patient of the specified infectious disease defined by Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act;
- (7) When the person seeking lodging makes a request in a violent manner or a demand beyond the reasonable extent with regard to the accommodation;
- (8) When the person seeking lodging repeatedly engages in the probable behavior which falls under the provisions of Article 5-6 of the Enforcement Regulation of Hotel Business Act in order to make a demand that imposes an excessive burden on the Hotel to satisfy such demand and thus significantly interferes with the service provision to other guests;
- (9) When the Hotel cannot provide accommodation due to natural disasters, facility problems or other unavoidable reasons.

Article 6 (Right to Cancel Accommodation Contract by the Guest)

1. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
2. If the Guest has canceled the Accommodation Contract in whole or in part for reasons due to reasons attributable to the Guest, the Guest shall pay the penalty charges as stipulated in Appendix 2.
3. If the Guest does not show up by the estimated arrival time on the accommodation date, the Hotel may deem that the Guest has canceled the Accommodation Contract.

Article 7 (Right to Cancel Accommodation Contract by the Hotel)

1. The Hotel may cancel the Accommodation Contract if any of the following circumstances occurs or is found;

- (1) When the Guest is deemed to be liable to act in a manner that would contravene the laws or be against the public order or good morals with regard to the accommodation;
 - (2) When the Guest is deemed to fall under any of the following Items;
 - (i) An organized crime group, a member of an organized crime group, an associate member thereof, a person having relations therewith, or any other anti-social forces;
 - (ii) A legal person or other groups whose activities are controlled by an organized crime group or a member or members of an organized crime group;
 - (iii) A corporate person whose board of directors includes a person who falls under a member of an organized crime group.
 - (3) When the Guest engages in a fraudulent act that causes great inconvenience to other guests;
 - (4) When the Guest falls under a patient with the specified infectious disease;
 - (5) When the Guest makes a request in a violent manner or a demand beyond the reasonable extent with regard to the accommodation;
 - (6) When the Guest repeatedly engages in the probable behavior which falls under the provisions of Article 5-6 of the Enforcement Regulation of Hotel Business Act in order to make a demand that imposes an excessive burden on the Hotel to satisfy such demand and thus significantly interferes with the service provision to other guests;
 - (7) When the Hotel cannot provide accommodation due to natural disasters, facility problems or other unavoidable reasons;
 - (8) When the Guest smokes inside the accommodation unit, tampers with firefighting equipment or refuses to comply with any prohibitions necessary to prevent fires stipulated by the Hotel.
2. If the Hotel has canceled the Accommodation Contract pursuant to the preceding Paragraph, the Hotel shall not be entitled to charge the Guest in the future for any of the services within the contractual period that the Guest has yet received.

Article 8 (Registration)

1. The Guest shall register the following particulars at the Front Desk of the Hotel on the day of accommodation;
 - (1) Name, address and point of contact of the Guest;
 - (2) For a non-Japanese Guest, nationality and passport number. The Hotel may take a copy of the passport for the record;
 - (3) Other particulars deemed necessary by the Hotel.
2. If the Guest intends to pay the Accommodation Charges stipulated in Article 12 by non-cash means, such as coupons or credit cards, the Guest shall present such instrument in advance to the Hotel at the time of registration as stipulated in the preceding Paragraph.

Article 9 (Occupancy Hours of Accommodation Unit)

1. The Guest is entitled to occupy the accommodation unit between 15:00 of the arrival day and 10:00 of the following day. However, the Guest who is entitled to stay for consecutive days under the Accommodation Contract may occupy the unit the whole day except on the days of arrival and departure.
2. Notwithstanding the provisions of the preceding Paragraph, the Hotel may allow the Guest to occupy the unit beyond the time stipulated therein. In this case, the Guest shall pay the following extra charges to the Hotel;
 - (1) Until noon: JPY 500 per hour and guest, tax not included
 - (2) After 13:00: JPY 500 per hour and guest, tax not included

Article 10 (Observance of Hotel Regulations)

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

Article 11 (Business Hours)

1. The business hours of the Hotel's main facilities shall be as below, and those of other services and facilities shall be as indicated in the brochures provided, posted in each facility and described in the explanatory booklet in the accommodation unit;
 - (1) Front Service
 - (i) The front gate shall be closed at midnight.
 - (ii) Front desk service shall be available for 24 hours a day.
2. The aforementioned business hours shall be subject to change whenever necessary. In this case, the Hotel shall give notice thereof in an appropriate manner.

Article 12 (Payment of Accommodation Charges)

1. The breakdown and method of calculation of the accommodation and other charges payable by the Guests (hereinafter referred to as the "Accommodation Charges") shall be stipulated in Appendix 1.
2. The Guest shall, upon arrival, pay the Accommodation Charges stipulated in the preceding Paragraph at the Front Desk in cash, by credit cards or other means such as coupons acceptable to the Hotel.
3. Once the hotel makes the accommodation unit available, the Guest shall be required to pay the Accommodation Charges if the Guest voluntarily chooses not to utilize it.

Article 13 (Liabilities of the Hotel)

The Hotel shall compensate the Guest for any damage the Hotel may have caused to the Guest in the course of its performance or non-fulfillment of the Accommodation Contract and/or related agreements: provided, however, that this shall not apply if such damage has been caused by a reason(s) not attributable to the Hotel.

Article 14 (Procedures when unable to provide Contacted Units)

When unable to provide the contracted units, the Hotel shall, insofar as practicable and with the consent of the Guest, provide alternative accommodation of an equivalent standard.

Article 15 (Handling of Deposited Articles)

1. The Hotel shall compensate the Guest for damages to the cash, valuables and other articles the Guest had deposited at the Front Desk (hereinafter collectively referred to as the "deposited articles") when the said deposited articles have been lost, broken or suffered other damage, except when the result of force majeure. However, when the Guest has not reported to the Hotel the type and value of the deposited money or valuables in advance, the Hotel shall set the upper limit of the compensation at JPY 50,000 to compensate the Guest for the loss, breakage or other damage of such money or valuables.

2. The Hotel shall indemnify the Guest for damage to items brought into the premises by the Guest but not deposited at the Front Desk if such items have been lost, broken or otherwise damaged due to the Hotel's intention or negligence. However, if the Guest has not notified the Hotel in advance of the type and value of the deposited money or valuables, the Hotel shall set the upper limit of compensation at JPY 50,000 to indemnify the Guest for the loss, breakage or other damage to such money or valuables, unless such loss, breakage or other damage was caused by the Hotel intentionally or through gross negligence.

Article 16 (Safekeeping of Baggage or Belongings of the Guest)

1. If the Guest's baggage is brought to the Hotel prior to the Guest's arrival, the Hotel shall be liable to safekeep it only if such a request has been accepted by the Hotel prior to the Guest's arrival, and shall hand it over to the Guest at the Front Desk at the time of check-in.

2. If the Guest's baggage or belongings are found to have been left behind after check-out and the owner has not given the Hotel any instructions or the ownership has not been determined, the Hotel shall safekeep them for fourteen days, including the date of discovery, and then hand over the valuables to the nearest police station and/or dispose of the other articles. However, the Hotel shall dispose of the left behind food, beverages and magazines immediately after their discovery.

3. The Hotel's liability with regard to the safekeeping of the Guest's baggage and belongings in the case of the preceding two Paragraphs shall be assumed, in the case of Paragraph 1 of this Article, in accordance with the provisions of Article 15, Paragraph 1, and, in the case of Paragraph 2 of this Article, in accordance with the provisions of Article 15, Paragraph 2, respectively.

Article 17 (Liability with regard to Parking)

If the Guest uses the parking lot on the Hotel's premises or a partner parking lot outside the premises thereof, the Hotel shall not be responsible for the safekeeping of the Guest's vehicle, as the Hotel merely provides the Guest with the space to park the vehicle, regardless of whether the Guest deposits the vehicle's key with the Hotel. However, the Hotel shall be liable if the Hotel intentionally or negligently causes damage in connection with the management of the parking lot.

Article 18 (Liability of the Guest)

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

Appendix 1: Breakdown of Accommodation Charges pursuant to Article 2, Paragraph 1 and Article 12, Paragraph 1

		Contents
Amount Payable by the Guest	Accommodation	Basic Accommodation Charges (room charge and package)
	Extra Charges	Usage fee for other facilities and services
	Taxes	Consumption tax, including local consumption tax

Appendix 2: Penalty Charges for Cancellation of All Types of Contracted Rooms, pursuant to Article 6, Paragraph 2

Individual Reservation

Contracted number of lodgers	Date of receipt of cancellation of the contract		
	No Show	Arrival date	1 Day Prior to arrival
1-9	100%	80%	20%

Group Reservation

Contracted No. of lodgers	Date of receipt of cancellation or modification of the					
	No show, Arrival date, 1 day prior to arrival	2-3 days prior to arrival	7 days prior to arrival	14 days prior to arrival	30 days prior to arrival	60 Days Prior to arrival
10-29	100%	100%	80%	60%	30%	20%
30-59	100%	100%	80%	60%	40%	30%
60 or more	100%	100%	80%	60%	50%	40%
Reduction	100%	100%	60%	n/a	n/a	n/a

[NOTE]

1. These percentages signify the penalty charges for the Basic Accommodation Charges.

2. If a Guest who has reserved a consecutive stay cancels a part of such a reservation in order to shorten the duration of the stay, the Guest shall pay the penalty charges for the Basic Accommodation Charge for the canceled period.

3. If part of a group reservation is canceled in order to reduce the number of lodgers, the

penalty charges for the canceled part of such reservation shall be paid per lodger, regardless of the originally ed number of lodgers.

4. The penalty charge provisions shall apply in the event that the Guest or Guests are required to leave the Hotel earlier than scheduled due to defeat in a competition or other similar circumstances.