

Rules on Accomodation Utilization

PROVISIONS GOVERNING ACCOMMODATION AGREEMENTS

To maintain the generality and reliability of the hotel, the guests of this hotel are requested to observe the following rules.

In case one of these rules is violented by a certain guest, their stay will be discontinued regardless of the previous reservation.

- 1. Not to use the guest room for purpose other than
- 2. Not to use any burner for heating or cooking in the room or the hall-way.
- Not to smoke in bed or other places where causes of fire are apt to occur.
- 4. Not to make a great noise or make yourself a nuisance to others.
- 5. Not to bring the followings in this hotel.
 - (A) Animals, birds, etc.
 - (B) Things with loathsome smell.
 - (C) Items of large quantity.
 - (D) Explosive items such as gun powder, gasoline, etc.
 - (E) Guns and swords of illegal possession.
- 6. Not to gamble or take any behavior against public morals in this hotel.
- 7. Not to bring visitors in the room and let them use the furniture and fixtures.
- Not to use the room or lobby as business offices.
- Not to use the furniture and fixtures in this hotel other than the original purpose.
- 10. Not to take out any fixtures in the room or move those to other place in this hotel.
- 11. Not to fix any other items to the room or to the furniture or work upon the present state of the furniture and fixtures.
- 12. Not to hang up any items at the windows which will spoil the outside view of this hotel.
- 13. Not to hand out any bills to the other guests in this
- 14. Not to leave your belongings in the hall-way or the
- 15. Not to order meals and drinks from outside.
- 16. In case the total amount of your bill exceeds \$30,000, the settlement will be made upon our guest.
- 17. If you wish to change the period of your stay, you are to notify the front desk.
- 18. If you wish to extend your stay, you are requested to balance the original account.
- 19. The management of your laundries or other belongings stored in the cloakroom and other items left behind without inquiry will be for the period of three months after your departure.
- 20. The management is not liable for any loss of money or other valuables unless they are deposited in the safe of the Front Office.

Scope of Application

Contracts 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. And any particulars not provided for herein shall be governed by laws and regulations or generally accepted practices.

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.

Application for Accommodation Contracts

- A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
- Name of the Guest(s);
- (2) Date of accommodations 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 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

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 same shall not apply when it has been proved that the Hotel has not accepted the
- application.

 2. When a Contract for Accommodation 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 Basic Accommodation
- Charges covering the Guest's entire period of stay(3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.

 The deposit shall be first used for The Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 18 if applicable, and the remainder, if any, shall be refunded at the time of the payment Accommodation Charges as stated in Article 12.
- When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2 the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case when 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 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. In the case when the Hotel has not requested the payment of the deposit as stipulated

in Paragraph 2 of the preceding Article and 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 construed that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

Refusal of Accommodation Contracts

Article 5
The Hotel may not accept the conclusion of an Accommodation Contract under any

- of the following cases:

 (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 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 accommodation is negative to be accommodation. norals in regard to his accommodation.
- When the Guest seeking accommodation is deemed to be a member of or be linked to a crime syndicate, organized crime groups or any antisocial organizations.
 When the Guest seeking accommodation can be detected as a corporation or other groups of which business activities are under control of a crime syndicate or organized crime groups.

 (6) When the Guest seeking accommodation is a corporate company which it's director
- is proven to be a member of an organized crime syndicate.

 (7) When the Hotel is requested to assume an unreasonable burden in regard to his
- accommodation.
- (8) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease.

 (9) When the Hotel is unable to provide accommodation due to natural calamities,
- dysfunction of the facilities and other unavoidable caused.

 (10) When the guest appears liable to, or in fact conducts himself in a disorderly manner, or when the guest disturbs or annoys other guests, especially when the guest is heavily intoxicated. (Prefectural Ordinance are applicable.)

Right to Cancel Accommodation Contracts by the Guest

- The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel. The Guest is entitled to cancel the Accommodation Contract by so 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 the case when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before The payment), the Guest shall pay cancellation charges as listed in attached Table. No2. However, in the case when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.
- of the cancellation charges in case of cancellation by the Guest.

 In the case when the Guest does not appear by 10:00.p.m.of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.



PROVISIONS GOVERNING ACCOMMODATION AGREEMENTS

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 and have conducted himself in a manner that will contravene the laws or act against the public order and good morals in regard to his accommodation.
 - (2) When the Guest can be clearly detected as carrying an infectious disease
 - (3) When the Hotel is requested to assume an unreasonable burden in regard to his ccommodation.
 - (4) When the Guest is deemed to be a member of or be linked to a crime syndicate,
 - organized crime groups or any antisocial organizations. (5) When the Hotel is unable to provide accommodation due to natural calamities $\frac{1}{2}$ and other unavoidable cause
 - (6) When the guest appears liable to, or in fact conducts himself in a disorderly manner, or when the guest disturbs or annoys other guests, especially when the guest is heavily intoxicated.(Prefectural Ordinance are applicable.)
 - (7) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire fighting facilities and other prohibitions of the Use Regulations stipulated by the Hotel(restricted to particulars deemed necessary in order to avoid the causing fires)
- In the case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the hotel shall not be entitled to charge the Guest for any of the services in the future during the contractual period which he has not
- In the case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall have no liability for reparations to the Guest and any related third parties

Registration

Article 8

- The Guest shall register the following particulars at the Hotel on the day of
- (1) Name, age, sex, address and occupation of the Guest(s):
- (2) For non-Japanese: nationality, passport number, port and date of entry in Japans
 (3) Date and estimated time of departure; and
 (4) Other particulars deemed necessary by the Hotel.

- 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 in the preceding Paragraph.

Occupancy Hours of Guest Rooms

Article 9

- The Guest is entitled to occupy the contracted guest room of the Hotel from $3:00~\mathrm{p.m.}$ to 12:00 noon the next day. 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
- The Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be incurred as follows:
 (1) Up to 3 hours: 30% of the room charge;

 - (2) More than 3 hours: room charge in full.

Observance of Use Regulations

Article 10

The Guest shall observe the Use Regulations established by the Hotel, which are posted within the premises of the Hotel.

Business Hours Article 11

The business hours of the main facilities, etc. of the Hotel are as follows, and those of other facilities, etc shall be notified in detail by brochures as provided, notices displayed in each place. service directories in guest rooms and others.

(1) Service hours of front desk. cashier' desk, etc.
Front service 24 hours

The business hours specified in preceding Paragraph are subject 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 Charges, etc. that the Guest shall pay is listed in attached Table No.1.
- Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as traveler's checks, coupons or credit cards recognized by the Hotel at the front desk at the time of the departure of the Guest or upon request by the Hotel.
- Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities which have been provided for him by the Hotel and are at his disposal.

Liabilities of the Hotel

The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and related agreements. However, the same shall not apply in cases when such damage has been caused due to reasons for which the Hotel is not liable.

Insurance in order to deal with unexpected fire and other disasters

Handling When Unable to Provide Contracted Rooms

- The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with consent of the Guest.
- 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 cannot provide accommodation due to the causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

Handling of Deposited Articles

- The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the front desk by the Guest, except in the case when this has occurred due to causes of force majeure. However, for cash and valuables, when the Hotel has requested the Guest to report it's kind and value but the Guest has failed to so, the Hotel shall compensate the Guest within the limits of 450,000 yen.
- The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused, through intentional or negligent on the part of the Hotel to the goods, cash or valuables which are brought into the premised of the Hotel by the Guest but are not deposited at the front desk. However, for articles of which the kind and value have not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 150,000 yen.

Custody Baggage and Belongings of the Guest

- When the baggage of the Guest is brought into the Hotel before his 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 the check-in.
- When the baggage or belongings of the Guest is found left after his check-out, and the ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for three months including the day it is found, and after this period, the Hotel shall
- turn it over to the nearest police station.

 The Hotel 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.

Liability in Regard to Parking

The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited with the Hotel or not. However, the Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

Liability of the Guest

Article 18

The Guest shall compensate the Hotel for the damage caused through intentional or negligence on the part of the Guest.

Attached Table No.1

Calculation method for Accommodation Charges (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Contents	
Total Amount to be paid by the Guest	Accommodation Charges	①Basic Accommodation Charges (Room Charge)	
	Extra Charges	②Meals & Drinks and Other Expenses	
	Tax	©Consumption Tax ©The Accommodation Tax (Prefectural Ordinance are applicable.)	

Attached Table No.2

s for Hotels (Ref. Paragraph 2 of Article 6)

Contracted Number Date when of Guests Cancellation of	Individual	Group	
Contract is Notified	1 to 14	15 to 99	100 and more
No Show	100%	100%	100%
Accommodation Day	80%	80%	100%
1 Day Prior to Accommodation Day	20%	20%	80%
9 Day Prior to Accommodation Day		10%%	20%
20 Day Prior to Accommodation Day			10%

Remarks

- The percentages signify the rate of cancellation charge to the Basic Accommodation Charges
- When the number of days contracted is shortened, the cancellation charge for it's first day shall be paid by the Guest regardless of the number of days shortened.
- When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to the occupancy (when accepted less than 10 days prior to the occupancy, as of the date) with fractions counted as a whole