#### Hotel Terms and Conditions

#### Article 1

- 1. Accommodation contracts and related agreements that the Hotel concludes with Guests shall be in accordance with the provisions of these General Terms and Conditions, and any matters not stipulated in these General Terms and Conditions shall be in accordance with laws and regulations or generally established customs.
- 2. In the event that the Hotel agrees to a special agreement to the extent that it does not contravene laws and customs, such special agreement shall prevail notwithstanding the provisions of the preceding paragraph.

#### Application for Accommodation Contract

# Article 2

- 1. Guests who apply for an accommodation contract with the Hotel are notified to provide the following information to the Hotel.
  - (1) Name and the phone number of the Guest(s)
  - (2) Date of accommodation and estimated time of arrival
  - (3) Accommodation charges(In principle, the basic accommodation charges listed in Appended Table No.1.)
  - (4) Other particulars deemed necessary by the Hotel
- 2. If the Guest requests to continue his/her stay beyond the accommodation date set forth in item 2 of the

preceding paragraph during his/her stay, the Hotel shall treat the request as an application for a new

accommodation contract at the time the request is made.

# Formation of Accommodation Contract, etc.

# Article 3

The accommodation contract shall be concluded when the Hotel has accepted the application as described in

the preceding article. However, this shall not apply when the Hotel has not accepted the contract.

- 1. When an accommodation contract has been concluded pursuant to the preceding paragraph, the application fee specified by the Hotel of the total amount to be paid by the Guest for the period of stay (appended Table 1) shall be paid by the date specified by this Hotel.
- 2. The application fee shall first be appropriated to the final accommodation charge to be paid by the Guest, and if a situation arises in which the provisions of Articles 6 and 18 apply, the application fee shall be appropriated in the order of a penalty followed by compensation, and the remaining amount, if any, shall be returned at the time of payment for accommodation as stated in Article 12.
- 3. If the Guest fails to pay the charge by the date as stipulated in Paragraph 2, the accommodation contract shall cease to be effective. However, this shall be the

case only when this Hotel has notified the Guest of the date of payment of the application fee.

# Special Provisions that do not Require Payment of an Application Charge Article 4

- 1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may accept a special agreement not requiring the payment of the application fee set forth in the same paragraph after the conclusion of the contract.
- 2. In the case that the Hotel does not request payment of the application charges set forth in paragraph 2 of the preceding article when accepting an application for an accommodation contract, or does not specify the date of payment of the application charges, the Hotel shall be treated as having complied with the special agreement set forth in the preceding paragraph.

#### **Refusal of Accommodation Contract**

#### Article 5

The Hotel may not accept an accommodation contract 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 there is no vacancy.
- 3. When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.
- 4. When it is clearly recognized that the person who intends to stay at the Hotel is a person with a contagious disease.
- 5. When the accommodation provider is violently threatened or a burden exceeding a reasonable range is requested.
- 6. When it is not possible to accommodate guests due to natural disaster, breakdown of facilities, or other unavoidable reasons.
- 7. When the person requesting Hotel accommodation is obviously intoxicated and could cause annoyance to other guests or when the person is behaving in such a manner as to be an annoyance to other guests (based on prefectural regulations).
- 8. When the person requesting to stay at the hotel is a member of a crime syndicate as defined in Article 2,

Item 2 of the Law Concerning Prevention of Unjust Acts by Members of Crime Syndicates (Law No. 77 of

1991) (hereinafter referred to as a "crime syndicate"), a member of a crime syndicate as defined in

Article 2, Item 6 of the same law (hereinafter referred to as a "member of crime syndicate"), or a person

related to such a crime syndicate or other antisocial force..

9. When the person requesting to stay at the Hotel is a member of a crime syndicate or a corporation or

other organization whose business activities are controlled by a crime syndicate member.

10. When the person requesting to stay at the Hotel is from a corporate entity and any of its officers are

members of a crime syndicate.

#### Right to Cancel Accommodation Contracts by the Guest Article 6

- 1. The Guest is entitled to cancel the accommodation contract by notifying the Hotel.
- 2. If the Guest has cancelled the accommodation contract in whole or in part due to causes for which the Guest is liable, the Guest shall pay the cancellation charges as listed in the attached table No. 2. If the Guest does not appear by 11:00 p.m. of the accommodation date without advance notice (2 hours after the expected time of arrival if the Hotel is notified), the Hotel may regard the accommodation contract as being cancelled by the Guest.

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

Article 7

1. The Hotel may cancel the accommodation contract in the following cases.

(1)When it is recognized that the Guest is likely to commit an act against the provisions of laws and ordinances, public order or good morals in relation to accommodation, or when it

is recognized that the Guest has committed that same act.

(2)When the Guest can be clearly identified as carrying an infectious disease.

(3)When aggressive demands are made in relation to accommodation, or when a burden exceeding a

reasonable range is requested.

(4)When the Hotel is unable to provide accommodation due to a natural disaster or other force majeure.

(5) When a person requesting hotel accommodation is obviously intoxicated and is likely to cause serious

inconvenience to other guests, or when a person says or does something that causes serious

inconvenience to other guests (based on prefectural regulations).

(6)When the Guest fails to comply with the prohibitions on smoking in the bedroom, tampering with fire-

fighting equipment, and other rules and regulations set forth by the Hotel (limited to those necessary

for fire prevention) or failure to comply with the following.

(7)The applicant is a member of a crime syndicate, or a related party, or is otherwise an antisocial force.

(8)The applicant is a corporation or other organization whose business activities are controlled by a

crime syndicate or a crime syndicate member.

(9)When the person requesting to stay at the Hotel is from a corporate entity and any of its officers are

members of a crime syndicate.

(10) When the Guest offers their room to people outside the Hotel without informing the Hotel.

2. Even if the Hotel cancels the accommodation contract based on the provisions of the preceding paragraph, the full amount of the service that was to be provided will be charged.

# Registration

# Article 8

- 1. The Guest will be requested to register the following information at the front desk on the day of accommodation.
  - (1)Name, age, gender, address, telephone number (or cell phone number) and occupation.

(2) In the case of a foreign national, nationality, passport number, place and date of entry into Japan.

- (3) Date and estimated time of departure.
- (4) Other particulars deemed necessary by the Hotel.

2. In the case where the Guest intends to pay the accommodation charges set forth in Article 12 by any

means other than Japanese currency, such as a traveler's check, hotel ticket, or credit card, the Guest

shall present such method in advance at the time of registration prescribed in the preceding Paragraph.

# Occupancy Hours of Guest Rooms

# Article 9

- 1. The Guest is entitled to occupy the contracted guest room of the Hotel, at the time that is listed in the Hotel service information. However, in the case when the Guest is accommodated continuously, the Guest may occupy the guest room all day, except for the days of arrival and departure.
- 2. The Hotel may, notwithstanding the provisions of the preceding paragraph, accept the use of a guest room beyond the hours specified in the same paragraph. In such a case, the following additional charges will apply.

(1) 1,000 yen (tax not included) per hour until 12:00 p.m.

(2)After 12:00 p.m., 100% of the basic room charge of the day.

# Observance of the Usage Rules of the Hotel

# Article 10

Guests are requested to follow the established Rules of Use which are posted in the Hotel.

# **Business Hours**

# Article 11

1. The business hours of the Hotel's main facilities are as follows and shall be notified in detail by brochures as provided, notices displayed in various places, the guide information in guest rooms and other means.

2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable circumstances of the Hotel. In such cases, the Guest shall be informed by appropriate means.

# Payment of Accommodation Charges

# Article 12

1. The explanation of accommodation charges, etc, that the Guest shall pay is listed in the attached Table

No. 1.

- 2 Payment of the accommodation charges, etc., set forth in the preceding paragraph shall be made at the front desk at the time of request by the hotel in currency or by a method that can be substituted for such payment, such as a travel check, accommodation ticket, or credit card, as approved by the Hotel.
  - 3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel.

# Responsibilities of the Hotel

# Article 13

When the Hotel causes damage to a Guest in the performance of an accommodation contract or related contract, or due to the non-performance of such a contract, the Hotel will compensate for such damage. However, this shall not apply when the damage is not due to reasons attributable to the Hotel. The Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

# Handling When the Contracted Room Cannot be Provided Article 14

1. The Hotel shall, if unable to provide the Guest with the contracted room, mediate with the Guest to provide other accommodation under much the same conditions as possible.

#### Handling of Deposited Articles, etc.

#### Article 15

- 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 causes of force majeure. However, the Hotel will not compensate for any damage to cash or valuables if the Guest does not declare the type and value of such items.
- 2. The Hotel shall compensate the Guest for loss, damage, or other damage caused by the willful misconduct or negligence of the Hotel to articles, cash, or valuables brought into the Hotel by the Guest and not left at the front desk. For articles of which the nature and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest up to a maximum of 50,000 yen.

#### Safekeeping the Guest's Baggage and/or Personal Belongings Article 16

- 1. If the Guest's baggage arrives at the Hotel prior to the stay, the Hotel will take responsibility for storing it only if the Hotel agrees to do so prior to the arrival of the baggage, and will hand it over to the Guest when the Guest checks in, or store it in the guest room where the Guest is scheduled to stay.
- 2. If the baggage or personal belongings are left unattended at the Hotel after a guest has checked out, the Hotel will, in principle, wait for the owner to contact the Hotel and request instructions. If there are no instructions from the owner, the Hotel will report the valuables to the nearest police station within 7 days including the day of discovery, and dispose of other items after 3 months. However, food, beverages, cigarettes, magazines, etc. will be disposed of immediately.
- 3 In the case of the Hotel's liability in regards to the preceding two paragraphs, with respect to the baggage or personal belongings of guests, shall be 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 preceding article in the case of paragraph 2.

# Responsibility in Regard to Parking Article 17

1. The Hotel shall not be responsible for theft, loss or damage of vehicles, its accessories or loads in parking lots not controlled by the Hotel (hereinafter referred to as "Affiliated Parking Lots").

2. The Hotel shall not be liable for any damage incurred by a user of the Affiliated Parking Lot due to the acts of other users of the Affiliated Parking Lot or any other person, or due to a vehicle or its attached equipment or load, etc., existing in the Affiliated Parking Lot, or due to any other event occurring in the Affiliated Parking Lot.

#### **Responsibility of Guests**

#### Article 18

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

Guest.

(1) In the case when it is necessary to have to deodorize the room due to the Guest(s) smoking inside the room.

(2) In the case of a No-Show without contacting the Hotel.

(3) In the case of on-going trouble occurring that makes the Hotel's service difficult to continue.

Attached Table No.1

Calculation Method for Accommodation Charges

			Contents		
	Accommodation	1.	2. Basic Accommodation Charge		
	Charges		(Room Charge (or Room Charge		
			+ Meals and Drinks))		
Total	Extra Charges	3.	4. Meals, Drinks (and additional		
amount to			Meals and Drinks) and other		
be paid by			Expenses		
the Guest					
	Taxes		(a) Consumption Tax		
			(b) Bathing Tax		

#### Attached Table No.2

Cancellation Charge for Hotel

Date when	No-	Accommodation	3 Days Including	3 Days Including
Cancellation of	Show	Day	Accommodation	Accommodation
Contract is			Day After 12AM	Day Before 12AM
noticed			Prior to	Prior to
			Accommodation	Accommodation
			Day	Day
Charges	100%	100%	100%	0%

% "%" is the ratio of the penalty charge to the reservation charge.

% For group bookings , please have a separate consultation with the Hotel staff.