

Accommodation clause

(Scope of Application)

Article 1

Accommodation Contract and other ancillary agreements finalized between the Hotel and guests shall be subject to these Terms and Conditions. Any matters not set forth herein shall be governed by applicable laws and generally established business practices.

2. Notwithstanding the preceding paragraph, any Special Contract prescribed by the Hotel shall take precedence to the extent that such do not contravene applicable laws and generally established business practices.

(Application for an Accommodation Contract)

Article 2

Persons wishing to apply to the Hotel for an Accommodation Contract shall be required to provide the Hotel with the following:

- (1) Name(s) of guest(s).
 - (2) Date(s) of accommodation and estimated time of arrival.
 - (3) Accommodation charges (in principle, the basic accommodation charges stated in Table 1).
 - (4) Other matters as deemed necessary by the Hotel.
2. When a current guest wishes to extend his or her stay beyond the date stated in subparagraph (2) of the preceding paragraph, the Hotel shall treat such request as a new application for an Accommodation Contract at the time thereof.

(Formation of the Contract)

Article 3

An Accommodation Contract shall be finalized upon acceptance by the Hotel of an application under Article 2 unless the Hotel establishes proof that there was no such acceptance.

2. Upon finalizing an Accommodation Contract under the preceding paragraph, payment of an application fee as prescribed by the Hotel to a maximum of the basic charge for the time of stay must be paid by the date designated by the Hotel.
3. The application fee shall first be applied to the final accommodation charges payable by the guest followed next to any penalties under Article 6 and finally to damages payable under Article 19 if any, with any balance remaining thereafter to be returned at the time of payment of charges under Article 12.
4. If payment of the application fee prescribed under Paragraph 2 is not made by the date designated by the Hotel under said Paragraph, the Accommodation Contract shall be voided provided the Hotel has informed the guest of such fact when designating the deadline for payment of the application fee.

(Special Contract Eliminating Requirement for Payment of Application Fee)

Article 4

Notwithstanding the provisions of Article 3.2, there may be occasions when the Hotel waives the requirement of payment of the application fee upon finalizing an Accommodation Contract under a Special Contract.

2. Upon acceptance of an application for an Accommodation Contract, in cases where the Hotel has not requested payment of an application fee under Article 3.2 and has not designated a deadline for payment of the same, handling shall be according to the Special Contract stated in the preceding paragraph.

(Refusal to finalize the Contract)

Article 5

The Hotel shall not finalize an Accommodation Contract in the following cases:

- (1) The application for accommodation is not conducted according to this Contract.

- (2) There are no vacant rooms.

- (3) The application for accommodation contains false statements or was conducted in an inappropriate manner.
- (4) The person wishing to stay is recognized to be a party equivalent to a. through c. below: a. An organized crime group as prescribed under Article 2 (2) of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Law No. 77 of 1991; hereinafter "organized crime group"), a member of an organized crime group as prescribed under Article 2(6) of the same Act ("organized crime group member"), associate or affiliate of an organized crime group, or other antisocial organization. b. A corporation or other group whose business activity is controlled by an organized crime group or organized crime group member. c. A corporation that maintains a director that is an organized crime group member.
- (5) The person wishing to stay is recognized as one with the potential to abuse his or her stay by engaging in conduct that constitutes a violation of applicable laws and regulations, will disturb the peace or will be offensive to public morality.
- (6) The person wishing to stay is clearly recognized to have a communicable disease.
- (7) The person wishing to stay has made demands by threats or has made demands that exceed what is reasonable in relation to the stay.
- (8) Accommodation cannot be made available because of natural disaster, mechanical failure or other unavoidable reason.
- (9) The person wishing to stay is recognized to have the potential to cause significant disturbance to other guests or visitors such as being in a state of intoxication, or as a guest, is recognized as the source of speech and conduct that significantly disturbs other guests and visitors.

(Right of Guest to Cancel the Contract)

Article 6

Guests may request that the Hotel cancel an Accommodation Contract.

2. If an Accommodation Contract is canceled in its entirety or in part for a reason attributable to a guest (but excluding cancellation of an Accommodation Contract by a guest prior to payment of the application fee in cases where the Hotel has requested that such be paid by a designated date under the provisions of Article 3.2), the Hotel shall charge a penalty as stated in Table 2; provided, however, that in cases where the Hotel has granted a Special Contract under Article 4.2, the guest may cancel the Accommodation Contract as per the said Special Contract provided the Hotel has informed the guest concerning the obligation to pay a penalty upon such cancellation by the guest.
3. If a guest has not arrived by 10:00 PM on the day of the Accommodation Contract without having contacted the Hotel (or in cases when it is clearly known beforehand that arrival will be delayed, then after two hours have passed since the given time), the Hotel shall regard the Accommodation Contract as having been canceled by the guest.

(Right of Hotel to Cancel the Contract)

Article 7

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

- (1) The guest is recognized as one with the potential to abuse his or her stay by engaging in conduct that constitutes a violation of applicable laws and regulations, will disturb the peace or will be offensive to public morality, or is found to have engaged in such conduct.
- (2) The guest is recognized to be a party equivalent to

- a. through c. below: a. An organized crime group, organized crime group member, associate or affiliate of an organized crime group, or other antisocial organization. b. A corporation or other group whose business activity is controlled by an organized crime group or organized crime group member. c. A corporation that maintains a director that is an organized crime group member.
- (3) If the Hotel cancels an Accommodation Contract under the provisions of subparagraph (2), the guest shall not be charged for any accommodation or other services that were not yet provided.
- (4) The guest is clearly recognized to have a communicable disease.
- (5) Accommodation cannot be made available because of a force majeure event such as natural disaster.
- (6) The guest has smoked in bed, tampered with fire prevention equipment and such, or has otherwise failed to comply with matters that are prohibited under the Hotel's regulations (limited to such necessary for fire prevention).
- (7) The guest has made demands by threats or has made demands that exceed what is reasonable in relation to the stay.
- (8) The guest is recognized to have the potential to cause significant disturbance to other guests or visitors such as being in a state of intoxication, or as a guest, is recognized as having engaged in speech and conduct that significantly disturbs other guests.

(Guest Registration)

Article 8

Guests must register the following matters at the Hotel's front desk at check-in:

- (1) Guest's name, age, gender, address and occupation.
 - (2) For foreign guests, their country of citizenship, passport number, port of entry and landing date.
 - (3) Scheduled date and time of check-out.
 - (4) Other matters as deemed necessary by the Hotel.
2. Guests wishing to pay the charges stated in Article 12 in a manner other than cash such as accommodation voucher or credit card must inform the front desk at the time of registration under the preceding paragraph.

(Room Availability Times)

Article 9

The times during which rooms at the Hotel are available for use by guests are between 2:00 PM and 11:00 AM on the following day. However, on days other than check-in and check-out, rooms are available for use without interruption during a continuous stay.

2. Notwithstanding the provisions of the preceding paragraph, the Hotel may permit rooms to be available at times other than prescribed in the preceding paragraph provided that the following additional charges shall apply in such cases.
 - (1) Until 2:00 PM, /1,000 yen for each additional hour (includes tax).
 - (2) After 2:00 PM, guests will be charged for an additional night.

(Compliance With Hotel Regulations)

Article 10

Guests are required to comply with regulations posted in the Hotel.

(Business Hours)

Article 11

The following are the times that the principal facilities of the Hotel are open. For the specific times of operation of other facilities, please refer to pamphlets, signs and the service directory in guest rooms.

- Front desk cashier: open 24 hours.

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above-mentioned hours of operation may be changed when necessary or when unavoidable. In such cases, guests will be informed appropriately.

(Payment of Charges)

Article 12

The items subject to accommodation charges payable by guests and their method of calculation are stated in Table 1.

- Payment of accommodation and other charges under the preceding paragraph is to be made in cash (yen), accommodation voucher, credit card or other manner at the front desk at the time of check-out or upon being invoiced by the Hotel.
- Accommodation charges shall apply when the Hotel makes a room available to the guest for use even if the guest voluntarily decides not to make use of the accommodation.

(Liability of Hotel)

Article 13

Unless occurring for a reason that is not attributable to the Hotel, the Hotel shall make restitution for any damages incurred by a guest resulting from the Hotel's failure to honor an Accommodation Contract and related agreements.

- The Hotel shall obtain a policy of hotel liability insurance to cover fire and other damage.

(Procedures If Contracted Room Cannot Be Made Available)

Article 14

If the Hotel is unable to make a room available to a guest as contracted, the Hotel shall make its best effort to secure accommodation that is of equivalent quality subject to consent from the guest.

- Notwithstanding the provisions of the preceding paragraph, if the Hotel is unable to secure accommodation at another facility, the Hotel shall pay the guest an amount of compensation inclusive of a penalty as compensation for damages; provided, however, that no such compensation shall be paid if the inability to make a room available is for a reason not attributable to the Hotel.

(Handling of Articles Placed in Hotel Custody)

Article 15

Except when caused by a force majeure event, articles that guests leave in custody with the front desk that are lost, damaged or destroyed shall be covered under insurance maintained by the Hotel.

- The Hotel shall assume no liability for any damage or destruction experienced by articles brought into the Hotel by guests but are not left in custody with the front desk; provided, however, that, if such loss, damage or destruction is the result of negligence on the part of the Hotel, the Hotel shall cover the same under insurance it maintains.

(Storage of Guest's Hand-Carried Luggage and Portable Articles)

Article 16

When a guest's hand-carried luggage arrives at the Hotel ahead of the guest's stay, provided the Hotel has agreed prior to its arrival, the Hotel will assume responsibility for custody of the same and deliver it to the guest at check-in.

- In principle, if a guest mistakenly leaves hand-carried luggage or portable articles at the Hotel after checking out, the Hotel shall store the same for a specific period of time beginning on the day of its discovery and then file a report with the local police department.
- The Hotel's liability regarding custody of a guest's hand-carried luggage or portable articles under

Paragraphs 1 and 2 shall be subject to the provisions of Article 15.1 concerning cases coming under Paragraph 1 above and similarly subject to the provisions of Article 15.2 for cases coming under Paragraph 2 above.

(Use of Room Safes)

Article 17

The hotel gives no assurance of security for articles placed in room safes by guests and shall have no liability for loss or damage to articles that are stored.

- Safes may not be used to store dangerous materials such as explosives, animals, or other articles that are harmful or potentially harmful to the Hotel or third parties.
- Safes are available for use by guests between check-in and check-out.
- If there are any articles left in a safe at a time other than when it is available for use, the Hotel shall open the safe, and store such articles and file a police report as prescribed in Article 16.2. In such event, the Hotel's liability in conjunction with the custody of such articles shall be subject to the provisions of Article 15.2.
- If the opening of a safe is required under the provisions of applicable laws and upon doing so it is found that articles stored therein are potentially harmful to the Hotel or third parties, notwithstanding that such action is taken during the time the safe is available for use when opening the safe is otherwise deemed necessary, the Hotel may take other measures to open the safe as deemed necessary by the Hotel. In such event, the Hotel shall have no liability for any damages resulting from such action.

(Liability of Hotel Concerning Parking)

Article 18

When guests use the Hotel's parking spaces, such use

is by hire from the Hotel and the Hotel shall have no liability for management of vehicles even when vehicle keys are placed in the Hotel's custody; provided, however, that if damage is the result of intentional or negligent conduct on the part of the Hotel regarding management of the parking spaces, the Hotel shall be liable to make restitution for such damages.

(Liability of Guest)

Article 19

If the Hotel incurs damages resulting from intentional or negligent conduct on the part of a guest, the guest shall make restitution to the Hotel for such damages.

(Exclusions)

Article 20

Guests using computer communication from the Hotel do so at their own liability, and the Hotel assumes no liability whatsoever for any damages experienced by users resulting from an interruption of service during computer communication because of system failure or other reason. Furthermore, if the Hotel and any third parties incur damages resulting from conduct by a guest that is determined by the Company to constitute inappropriate use of computer communication, the guest shall make restitution for such damages.

(Governing Language)

Article 21

If these Terms and Conditions have been prepared in a language other than Japanese and there is a conflict or discrepancy between the provisions in such other language and the Japanese language version, the Japanese language version of these Terms and Conditions shall take precedence in all cases.

Table 1. List of Accommodation Charges (Article 2.1 and Article 12.1)

Total Amount Payable by Guests	Accommodation Charge	①Room charge	②Service fee (①×0%)
		③Food and other service fees	④Service fee (③×0%)
	Tax	a. Consumption tax b. Accommodation tax (in municipalities where lodging tax applies)	

Note: Amounts may be subject to change in the event of amendments to tax laws and/or other regulations, etc.

Table 2. Penalties (Article 6.2)

No. of People in Contract	Day of Contract Cancellation	No arrival	Same day	Previous day	9 days before	20 days before
Ordinary	14 or less	100%	80%	20%	-	-
Group	15 - 99	100%	80%	40%	10%	-
	100 or more	100%	100%	80%	20%	10%

(Notes) 1. The percent figures are the rate of the penalty relative to the room charge.

2. If the number of days of a contract is shortened, a penalty equal to one day's charges shall be collected (first day) regardless of the number of days that the contract is shortened.

3. If a group contract (15 or more persons) is canceled in part and the cancellation occurs 10 days before the stay (of if the application was accepted after that day, the day of the acceptance), no penalty will be charged for a number of people equal to 10% of the number of people booked to stay (the percentage figure to be rounded down).