

# TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

## (Scope of Application)

Article 1.1. 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 and/or generally accepted practices.

2. In any 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, such special contract shall take precedence over the provisions of these Terms and Conditions.

## (Application for Accommodation Contracts)

Article 2.1. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:

- (1) Name of the Guest(s);
- (2) Date of accommodation and estimated time of arrival;
- (3) Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No.1);
- (4) Other particulars deemed necessary by the Hotel.

2. In case of the Guest requesting, 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 3.1. 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 can be 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 may be required 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.

3. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for any cancellation charges under Article 6 and thirdly for any reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.

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

## (Special Contracts Requiring No Accommodation Deposit)

Article 4.1. 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. In the case when the Hotel has not requested the payment of the deposit as stipulated in Paragraph 2 of the preceding Article 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 though the Hotel has accepted a special Contract prescribed in the preceding paragraph.

## (Refusal of Accommodation Contracts)

### Article 5 - Refusal of Accommodation Contract

05.01 The following are cases where our Hotel(Ryokan) will not accept the conclusion of the Accommodation Contract:

- (1) When application for accommodation is not based on this Contract.
- (2) When there is no room available due to full occupancy.
- (3) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (4) When the Guest seeking accommodation uses violent or inappropriate language, or harms other Guests.
- (5) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
- (6) When the Guest seeking accommodation is Crime Syndicate (Boryokudan), its member,affinitive organization or a person concerned, or an antisocialist.
- (7) When the Guest seeking accommodation is associated with a corporation or an organization under the direction of Crime Syndicate (Boryokudan) or its member.
- (8) When the Guest seeking accommodation is corporation whose board member, officer or auditor is affiliated with Crime Syndicate (Boryokudan) or its affinitive person.
- (9) When the Guest seeking accommodation makes a violent claim, or an irrational claim or compensation claim to our Hotel(Ryokan) or our Hotel(Ryokan)employees.
- (10) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Hotel(Ryokan).
- (11) When the provision of 4 of the Hotel Business Law Enforcement Ordinance issued by Kanagawa is applicable.

## (Right to Cancel Accommodation Contracts by the Guest)

Article 6.1. 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 the Attached Table No.2. 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.

3. In the case when the Guest does not appear by 8:00 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.

(Right to Cancel Accommodation Contracts by the Hotel)

Article 7 - The Right of Our Hotel (Ryokan) to Cancel the Contract

07.01 The following are cases where our Hotel (Ryokan) may cancel the Accommodation Contract;

- (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.
- (2) When the Guest is clearly considered to be a patient with an infectious disease.
- (3) When the Guest uses violent or inappropriate language, or harms other Guests.
- (4) When the Guest is Crime Syndicate (Boryokudan), its member, affiliative organization or a person concerned, or an antisocialist.
- (5) When the Guest is associated with a corporation or an organization under the direction of Crime Syndicate (Boryokudan) or its member.
- (6) When the Guest is a corporation whose board member, officer or auditor is affiliated with Crime Syndicate (Boryokudan) or its affiliative person.
- (7) When the Guest makes a violent claim, or an irrational claim or compensation claim to our Hotel (Ryokan) or our Hotel (Ryokan) employees.
- (8) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Hotel (Ryokan).
- (9) When the provision of 4 of the Hotel Business Law Enforcement Ordinance issued by Kanagawa is applicable.
- (10) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Hotel (Ryokan) (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Hotel (Ryokan).

2. 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 receive.

(Registration)

Article 8.1. The Guest shall register the following particulars at the front desk of the Hotel on the day of the accommodations:

- (1) Name, age, sex, address and occupation of the Guest(s);
- (2) Except Japanese nationality, passport number, port 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 when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheques, 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 9.1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m. to 10:00 a.m. the next morning. 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.

2. 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 paid as follows:

- (1) Up to 3 hours:  
30% of the equivalent in the sum to the room charge
- (2) Up to 6 hours:  
60% of the equivalent in the sum to the room charge
- (3) More than 6 hours:  
100% of the equivalent in the sum to the room charge

3. The equivalent in the sum to the room charge prescribed in the preceding paragraph shall be 70% of the Basic Accommodation Charge.

(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 11.1. 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 the guest rooms and others.

- (1) Service hours of front desk
  - A Closing time 0:00 a.m.
  - B Front service 6:00 a.m.~0:00a.m.
- (2) Service hours (at facilities) for dining, drinking, etc.
  - A Breakfast 7:00 a.m.~9:00 a.m.

2. The business hours specified in the 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 12.1. The breakdown and method of calculation of the Accommodation Charges, etc., that the Guest shall pay is as listed in the Attached Table No.1.

2. 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 cheques, 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.

3. 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)

Article 13.1. 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/or 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.

2. Even though the Hotel has received the "PASS MARK" (Certificate of Excellence Fire Prevention Standard issued by the fire station), the Hotel is also covered by the Hotel Liability Insurance in order to deal with unexpected fires and/or other disasters.

(Handling When Unable to Provide Contracted Rooms)

Article 14.1. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.

2. 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)

Article 15.1. 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 its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within the limit of 150,000 yen.

2. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to the goods, cash or valuables which are brought into the premises 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 only up to a maximum 150,000 yen.

(Custody of Baggage and/or Belongings of the Guest)

Article 16.1. 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 his check-in.

2. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, our Hotel (Ryokan) shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our Hotel (Ryokan) shall keep them for 3 months including the day when they have been found, and shall deliver them to a police station near our Hotel (Ryokan) after a lapse of 3 months. In addition, the Hotel has the right to dispose of any item that is deemed non valuable or has not been claimed.

3. The Hotel's 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)

Article 17. 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 any damage caused through the intention or negligence on the part of the Guest.

(Provisions for Condolence Money for Hotel Guests)

Article 19. This hotel shall do the acts stated in the "Provisions for Condolence Money for Hotel Guests" in the event of the death of a guest during his or her stay with the hotel, due to causes other than an injury.

(Regarding Hoodlum Groups and Members Thereof, and Cases of Risk of Breach of the Public Order)

Article 20. Use of the Hotel shall be denied to any organization or individual in any of the categories listed below. Further, the Hotel reserves the right to refuse use (including room reservation) of this hotel by any organization or individual regarding which this Hotel learns of comparable or related information, as and when it dose so. Moreover, any organization or individual about

whom such facts come known to this Hotel shall thereafter be refused all further use of the premises.

- (1) Hoodlum groups or members of a hoodlum group designated as such under the Law Concerning Prevention of Unjustifiable Acts by Hoodlums (effective as of March 1, 1992).
- (2) Antisocial groups or members of an antisocial group (hoodlum groups, extremist activity group, as well as their affiliated members).
- (3) Persons known to engage in violence, intimidation, blackmail, wrongful coercive demands, or any other comparable behavior.
- (4) Persons using the premises who, whether because of mental debilitation or loss of self-control due to the use of drugs or the like, has difficulty in securing the safety of his or her own person, or risks causing danger, fear, or alarm to any other guest.

## Provisions for Condolence Money for Hotel Guests

### (Purpose)

Article 1. These articles provide for matters relevant to the offer of money or articles which this hotel makes to express condolences in the event of the death of a guest of the hotel.

### (Condolence Money, etc.)

Article 2. This hotel shall do the following acts in the event of the death of a guest during his or her stay with the hotel, due to causes other than an injury, the words "during his or her stay with the hotel" shall mean the time from his or her checkin at the hotel to the time of his or her checkout from the hotel:

- (1) The hotel shall pay the bereaved family condolence money up to Yen 100,000 per deceased guest.
- (2) Depending on circumstances, the hotel shall send director(s) or employee(s) of the hotel or any other person appointed to represent the hotel to the funeral of the deceased guest.
- (3) Depending on circumstances, the hotel shall send flowers to the funeral of the deceased guest.

### (Limitation of Benefits)

Article 3. The hotel shall be exempted from doing any of the acts stated in the foregoing Article, in the event that the death of a hotel guest is due to any of the following causes:

- (1) The use of drugs, opium, hemp, narcotics, thinner, etc.;
- (2) Pregnancy, childbirth, premature birth, or miscarriage;
- (3) A suicidal attempt;
- (4) Diseases caused by the radioactivity, explosiveness, other harmful qualities or accidents arising from such qualities of nuclear fuel materials (including used fuel materials; this meaning applying hereinafter) or materials contaminated by any of such nuclear fuel materials (including nuclear fission products);
- (5) Diseases caused by nuclear radiation or nuclear contamination other than those stated in (4) above;
- (6) Bacterial food poisoning

### (Submission of Documents)

Article 4. The bereaved family of a deceased guest is requested to submit the following documents to the hotel in order to receive condolence money in accordance with these provisions:

- (1) A prescribed request form for condolence money
- (2) A doctor's death certificate or postmortem report
- (3) A document proving the relationship between the deceased guest and the beneficiary

### (Contract with an Insurance Company)

Article 5. For the purpose of securing the offer of condolence money, etc. provided for in Article 2, the hotel may take the precautionary measure of effecting a contract with an insurance company in respect of the whole or a part of such condolence money, etc.

Attached Table No.1

Calculation method for Accommodation Charges, etc., for the Hotels (Ref. Paragraph 1 of Article 2, Paragraph 2 of Article 3, and Paragraph 1 Article 12)

Attached Table No.1

		Contents
Total Amount to be paid by the Guest	Accommodation Charges	① Basic Accommodation Charge (Room Charge) ② Service Charge (①×10%)
	Extra Charges	③ Meals & Drinks and Other Expenses ④ Service Charge (③×10%)
	Taxes	a. Consumption Tax b. Hot spring Tax

Remarks re. Attached Table No.1:

Those charges are subject to change to revisions of the Tax Laws concerned.

Attached Table No.2

Cancellation Charge for the Hotel (Ref. Paragraph 2 of Article 6)

Attached Table No.2

Date when Cancellation of Contract is Notified	Contracted Number of Guests			
	1 to 14	15 to 30	31 to 100	100 and more
No Show	100 %	100 %	100 %	100 %
Accommodation Day	50 %	50 %	70 %	70 %
1 Day Prior to Accommodation Day	20 %	20 %	50 %	50 %
2 Day Prior to Accommodation Day	20 %	20 %	20 %	25 %
3 Day Prior to Accommodation Day	20 %	20 %	20 %	25 %
5 Day Prior to Accommodation Day		20 %	20 %	25 %
6 Day Prior to Accommodation Day			20 %	25 %
7 Day Prior to Accommodation Day			20 %	25 %
8 Day Prior to Accommodation Day			10 %	15 %
14 Day Prior to Accommodation Day			10 %	15 %
15 Day Prior to Accommodation Day				10 %
30 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, a cancellation charge for its 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 number.