### ACCOMMODATION AGREEMENT

# Article 1 (Scope of this Agreement)

- 1. The Accommodation Agreement and related contract between this hotel and the guest shall be in accordance with the general Terms and Conditions provided herein, and any matters not stipulated in these general Terms and Conditions shall be determined in accordance with the laws and regulations of Japan or generally established custom.
- 2. If this hotel enters into a Special Agreement with a guest, insofar as the agreement does not conflict with laws, regulations, or custom, such Special Agreement shall prevail, notwith-standing the provisions of article 1, paragraph 1.

### Article 2 (Application for Accommodation Contract)

- 1. A person wishing to apply for a contract of accommodation at this hotel shall provide the following information to this hotel:
  - (1) Name of the guest staying
  - (2) Dates of stay and estimated time of arrival
  - (3) Room charge (normally the basic room charge as specified in table 1 below)
  - (4) Other information specified by the hotel
- 2. If the guest requests during his/her stay to extend that stay beyond the dates of stay that the guest specified in accordance with item 2 of article 2, paragraph 1, this hotel shall treat the request as a new application for Accommodation Contract.

## Article 3 (Conclusion of Accommodation Contract and Related Matters)

- 1. The Accommodation Contract shall be concluded when this hotel has accepted the application as stipulated in article 2. However, such contract shall not be concluded if this hotel can prove that it did not accept the application in question.
- 2. When the Accommodation Contract has been concluded in accordance with article 3, paragraph 1, a deposit in an amount specified by this hotel must be paid by the date specified by this hotel. The amount of the deposit will be within the basic accommodation charge for the period of stay (a 3-day period of stay will be used if the contracted period of stay exceeds 3 days).
- 3. The deposit shall be applied first to the room charge to be paid by the guest, but if the provisions of articles 6 and 18 apply, the deposit shall be applied first to the cancellation fee and then to compensation, and any remaining amount shall be returned upon payment of the charges in accordance with article 12.
- 4. If the deposit stipulated in article 3, paragraph 2 is not paid by the date specified by this hotel in accordance with the provisions of that paragraph, the Accommodation Contract shall be declared invalid. However, this shall apply only if this hotel has notified the guest to that effect when specifying the due date for payment of the deposit.

Article 4(Special Agreement That Waives Payment of a Deposit)

- 1. Notwithstanding the provisions of article 3, paragraph 2, this hotel may enter into a Special Agreement in which payment of the deposit stipulated in that paragraph is not required.
- 2. If this hotel enters into a Special Agreement as described in article 4, section 1, and the hotel does not require payment of a deposit as stipulated in article 3, paragraph 2 or does not specify the date of payment of a deposit upon accepting the application for Accommodation Contract, the hotel will be deemed to have complied with that Special Agreement.

Article 5 (Hotel's Right to Refuse to Conclude an Accommodation Contract)

This hotel may refuse to conclude an Accommodation Contract under the following circumstances:

- (1) When an application for Accommodation Contract is not made in accordance with these general Terms and Conditions.
- (2) When there are no rooms available due to full occu pancy of this hotel.
- (3) When there is a risk perceived by this hotel that the person requesting accommodation will likely violate the law, public order, or public morals in connection with the use of the accommodation.
- (4) When it is reasonably believed that the person intending to stay at the hotel has an infectious disease.
- (5) When the person makes a threatening demand of the hotel or its employees or is perceived as likely to place an unreasonable burden on the hotel or its employees, or when it is known that the person has behaved in a similar manner in the past.
- (6) When the hotel is unable to accommodate the guest due to a natural disaster, a breakdown of facilities, or other unavoidable circumstances.
- (7) When it is believed that the person requesting accommodation is intoxicated or for other rea sons likely to cause significant inconvenience to other guests, or when the person has said or done something that is extremely disturbing to guests of the hotel. (Kanagawa Prefecture Ryokan Law Enforcement Ordinance, article 4)
- (8) When the person who intends to stay at the hotel is known to be a member of a crime syndicate under article 2, item 6 of the Law Concerning Prevention of Unjust Acts by Members of Crime Syndicates (Law No. 77, 1991) or is known to be a person associated with a company or organization that has relations with a crime syndicate under article 2, item 2 of the same law or is known to be a person associated with other anti social forces.

### Article 6 (Guest's Right of Cancellation)

- 1. The guest may cancel the Accommodation Contract by notifying the hotel.
- 2. If the guest cancels all or part of the Accommodation Contract for the guest's own reasons (except when this hotel has requested payment of a deposit by a specified date in accordance with article 3, paragraph 2, and the guest has canceled the Accommodation Contract prior to such payment), this hotel shall charge a cancellation fee as set forth in table 2. However, if this hotel enters into a Special Agreement as described in article 4, paragraph 1, a cancellation fee applies only when this hotel, in entering into the Special Agreement, has notified the guest of the obligation to pay a cancellation fee if the guest cancels the Accommodation Contract.
- 3. If the guest does not arrive at the hotel by 6:00 p.m. on the day (or the first day) of stay (or within two hours after the estimated time of arrival, if this has been specified in advance) without having notified the hotel of an anticipated delay, this hotel may deem the Accommodation Contract to have been canceled by the guest and may treat it as such.
- 4. If the hotel treats an Accommodation Contract as canceled under the provisions of article 6, paragraph 3, and if it is proved that the guest's failure to arrive without notice is due to the nonarrival or delay of a train, aircraft, or other public transportation or is due to other reasons beyond the guest's control, the cancellation fee stipulated in article 6, paragraph 2 shall be waived.

### Article 7 (Hotel's Right to Cancel the Accommodation Contract)

- 1. This hotel may cancel the Accommodation Contract under the following circumstances:
  - (1) When the hotel believes there is a risk that the guest will likely commit an act that violates the law, public order, or public morals in connection with the use of the accommodation, or when it is known that the guest has committed such an act in the past.
  - (2) When it is reasonably believed that the guest has an infectious disease.
  - (3)When the guest makes a threatening demand to the hotel or its employees or places an un reasonable burden on the hotel or its employees, or when it is known that the guest has behaved similarly in the past.
  - (4)When the hotel is unable to accommodate guests due to any force majeure, such as a natural disaster, or when the hotel believes that it will become difficult to accommodate a guest safely due to a force majeure, such as a natural disaster, that is forecast for the guest's period of stay specified in the guest's concluded Accommodation Contract.
  - (5)When it is reasonably believed that the guest is likely to cause inconvenience to other guests due to intoxi cation or other reason. Or when the guest has said or done something that is extremely disturbing to other guests (article 4 of the Enforcement Ordinance of the Aichi Prefecture Ryokan Law).
  - (6) When the guest is known to be a member of a crime syndicate under article 2, item 6 of the Law Concerning Prevention of Unjust Acts by Members of Crime Syndicates (article 77, 1991 law) or is known to be a person associated with a company or organization that has relations with a crime syndicate under article 2, item 2 of the same law.

- (7) When a guest does not comply with the prohibitions on smoking in the guest room, tam pers with firefight ing equipment, or disobeys other terms of use estab lished by the hotel.
- 2. When this hotel cancels the Accommodation Contract in accordance with the provisions of article 7, paragraph 1, the hotel will not charge the guest for accommodation or other services that have not been provided to the guest.

### Article 8 (Accommodation Registration)

- 1. The guest is required to provide the following information and items to the front desk of this hotel upon arrival at the hotel:
  - (1) Guest's name, age, gender, address, and occupation
  - (2)For a non-Japanese citizen, nationality, passport number, and the place and date of entry into Japan
  - (3) Date and time of scheduled departure from the hotel
  - (4) Other information as specified by the hotel
- 2. A non-Japanese citizen having no domicile in Japan will be required to present his/her passport, which the hotel will photocopy.
- 3. If the guest intends to pay the charges stipulated in article 12 by traveler's check, hotel voucher, credit card, or other means in lieu of currency, the guest must obtain the approval of the hotel in advance and present the check, voucher, or credit card at the time of registration.

#### Article 9 (Hours of Guest Room Use)

- 1. The guest may use his/her room from 3:00 p.m. on the day of arrival to 11:00 a.m. on the day of departure, and if staying two or more consecutive days, the guest may use the room the entire day for each of the days between the day of arrival and the day of departure.
- 2. Notwithstanding the provisions of article 9, paragraph 1, this hotel may allow the use of a room outside the hours specified in that paragraph. In such cases, additional charges shall apply. The extra charge is calculated as a percentage of the basic room charge plus consumption tax (see the following percentages).
  - (1) Early Check-in
    - ·After 12:00 p.m. (noon) 30%
    - •10:00 a.m.-12:00 p.m. (noon) 50%
    - ·Before 10:00 a.m. 100%
  - (2) Late Checkout
    - ·Before 3:00 p.m. 30%
    - •3:00 p.m.-6:00 p.m. 50%
    - ·After 6:00 p.m. 100%

#### Article 10 (Compliance with Terms of Use)

Guests shall comply with the hotel's terms of use, which are posted in the hotel.

### Article 11 (Business Hours)

- 1. Hours of operation for the hotel's main facilities are listed below, and those for other facilities are provided in the hotel pamphlet, on notices posted in the hotel, and in the service directory in each guest room.
  - (1) Service hours of front desk, cashier, and similar: No curfew Butler service available24 hours a day
  - (2) Hours for food, beverage, and other services: Please refer to the service directory.
- 2. The hours listed in article 11, paragraph 1 may be changed temporarily if necessary. In such cases, notification will be provided by appropriate means.

### Article 12 (Payment of Charges)

- 1. The accommodation and other charges to be paid by the guest shall be as set forth in table 1.
- 2.Payment of the accommodation and other charges shall be made at the front desk at the time of the guest's departure or when requested by this hotel, and payment shall be in the currency issued by the Government of Japan or by a traveler's check, room voucher, credit card, or other currency substitute accepted by this hotel.
- 3. The room charge shall be collected even if the guest decides voluntarily not to stay in the room after this hotel has made the room available for the guest's use.

#### Article 13 (Liability of This Hotel)

- 1. The hotel shall compensate the guest for any injury caused to the guest or damage caused to the guest's property in the hotel's performance of the Accommodation Contract or related contracts or in the non-fulfillment thereof. However, this does not apply if the injury or damage is not due to reasons attributable to the hotel.
- 2. The hotel has taken out Ryokan Liability Insurance to protect against claims related to injuries or damage caused by fire, accidents, or similar events.

#### Article 14 (If the Hotel Cannot Provide the Contracted Guest Room)

- 1. If this hotel is unable to provide the contracted guest room, the hotel shall, with the consent of the guest, arrange for other accommodation under conditions as close as possible to those of the contracted guest room.
- 2. Notwithstanding the provisions of the preceding paragraph, if this hotel is unable to find other accommodation, the hotel will pay the guest a compensation fee equivalent to the cancellation fee, which will be applied as damages. However, if the reason for this hotel's inability to provide the contracted guest room is not attributable to the hotel, no compensation shall be paid.

### Article 15 (Handling of Deposited Items)

- 1. In the event of loss, damage, or other harm to articles, cash, or valuables deposited by a guest at the front desk, this hotel shall compensate the guest for such damage, except in the case of force majeure. However, if this hotel has requested the guest to disclose the type and value of cash or valuables and if the guest has failed to do so, this hotel shall compensate for loss or damage only up to the amount of 600,000 yen. The maximum number of valuable items that can be checked at the front desk is two items with a combined size that fits into the valuables bag provided by the hotel [250 cm (width) x 350 cm (length) x 60 cm (depth)].
- 2. If a guest brings into this hotel any articles, cash, or valuables that they do not check at the front desk, and such items become lost, damaged, or otherwise harmed due to the intentional or negligent actions of this hotel, this hotel shall compensate for such loss or damage. However, if the guest has not informed the hotel in advance of the type and value of such items, this hotel will compensate the guest for loss or damage only up to the amount of 300,000 yen, except in the case of willful misconduct or gross negligence on the part of this hotel.

# Article 16 (Custody of Luggage or Other Personal Belongings of Guest)

- 1. If a guest's luggage arrives at this hotel before the guest arrives for his/her stay, the luggage shall be stored securely only if this hotel has been informed in advance that the luggage will arrive before the guest. In this case, the luggage shall be handed over to the guest when he/she checks in at the front desk.
- 2. If a guest's luggage or other personal belongings are left behind at this hotel after the guest has checked out, and the owner of such items is found, this hotel shall contact the owner and request instructions for the return of the items. However, if the owner cannot be identified or the owner is identified but does not provide such instructions, the hotel shall dispose of the left property in accordance with the national Lost and Found Law.
- 3. The responsibility of this hotel for the safekeeping of a guest's luggage or personal belongings under the provisions of paragraphs 1 and 2 of this article (article 16) shall, in the case of paragraph 1, conform to the provisions of article 15, paragraph 1, and in the case of the paragraph 2, conform to the provisions of article 15, paragraph 2.

### Article 17 (Parking Responsibilities)

If a guest parks his/her vehicle in the parking lot of this hotel, regardless of whether the guest has deposited the vehicle's keys with the hotel, this hotel maintains that it is merely the provider of the parking space and is not responsible for the care of the vehicle. However, if damage to the vehicle is caused by the hotel's willful misconduct or negligence in managing the parking lot, the hotel will be held responsible and provide compensation to the guest.

### Article 18 (Liability of the Guest)

If this hotel suffers damages caused by the intentional or negligent actions of a guest, that guest shall compensate the hotel for such damages.

### Article 19 (Governing Language)

These Terms and Conditions have been prepared in Japanese and English, but in the event of any discrepancy or difference between the Japanese text and the English text, the Japanese text shall govern in all cases.

#### Article 20 (Jurisdiction and Governing Law)

Any and all disputes arising out of or in connection with the Accommodation Contract and related agreements under these Terms and Conditions shall be resolved exclusively in the Japanese courts that hold jurisdiction over the location of this hotel in accordance with the laws of Japan.

Table 1
Breakdown of Accommodation and Other Charges (in re: article 2, paragraph 1; article 3, paragraph 2; and article 12, paragraph 1)

Breakdown						
Total amount to be paid by guest						
Accommodation Fee	①Basic room charge					
necommodation ree	②Service charge (① x 15%)					
	③Additional food and beverage fee					
Extra Charges	④Service charge (③ x 15%)					
	⑤Other usage fees					
	⑥Service charge (⑤ x 15%)					
Taxes	Japan consumption tax					

Table 2 Cancellation Fees (in re: article 6, paragraph 2)

Day of notification of contract cancellation		No show	On the day	The day before	Two days before	Three days before	Four days before	Seven days before
Usage Day	Off-peak season	100%	100%	50%	50%	50%	50%	50%
	Peak season	100%	100%	100%	100%	100%	100%	100%

#### (Table 2 Notes)

- 1. The cancellation fee is calculated as a percentage of the basic room charge [percentages (%) are as shown in table 2].
- 2. If the contracted stay is shortened, a cancellation fee for one day (the first day) will be collected regardless of the number of days by which the stay has been shortened.

  If there is a separate cancellation fee indicated for a certain plan, the cancellation-notification days and relevant cancellation-fee percentages shown in table 2 will take precedence.