

Regulation.

Scope of Application

Article 1-1. Contracts for Accommodation and related agreements to be entered into between the Hotel and the Guest shall be governed by the provisions stipulated in these Terms and the Conditions. Any particular stipulations for items shall be governed by laws and regulations and/or generally accepted practices.

Article 1-2. Should the Hotel enter into a special contract with the Guest, make or have special contracts made not violating any laws, regulations or generally accepted practices, the special contract shall take precedence over the provisions of these Terms and Conditions.

Application For Accommodation Contracts

Article 1-1. 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 (Break, Inclusive, etc.) as per the Basic Accommodation Charges listed in the Attached Table No.1.)

Article 1-2. Should a Guest request, during his stay, an extension of the accommodation beyond the date in subparagraph (2) of the preceding paragraph, a valid request for an extension is 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 accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that the Hotel has not accepted the application.

Article 3-2. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding paragraph, the Guest is 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.

Article 3-3. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest. The remaining amount, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 7.

Article 3-4. When the Guest has failed to pay the deposit by the date as stipulated in paragraph 4, the Hotel may terminate the Accommodation Contract as invalid. However, the same shall apply only in the case where 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 4-1. 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 paragraph.

Article 4-2. In the event that the Hotel has not requested the payment of a 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 of application for an Accommodation Contract has been accepted, it is treated as if the Hotel has accepted a special contract as specified in the preceding paragraph.

Rescission Of Accommodation Contracts

Article 5. The Hotel may not accept the rescission of an Accommodation Contract in 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 liable to conduct himself in a manner that will contravene the law or act against the public order or good morals as required by the accommodation.
- (4) when the guest seeking accommodation is an organized crime group ("Organized" is a member of an organized crime group), "Organized" is a person related to an organized crime group, or any type of unlawful group.
- (5) when the guest seeking accommodation is a non-occupancy reservation which is directly managed by Domikulation or a foreigner, or
- (6) when the guest seeking accommodation is a corporate customer, of which a board member is deemed a foreigner.
- (7) when the guest seeking accommodation among other guests.
- (8) when the guest seeking accommodation threatens violence, uses threats, extortion or makes an unreasonable or coercive request to the hotel or staff member. (When the guest seeking accommodation makes an unreasonable request which is deemed significantly unfair or when he/she is deemed a member who has been previously notified in such a manner.
- (9) when the guest seeking accommodation can be clearly detected as carrying infectious disease.
- (10) when the hotel is unable to provide accommodation due to natural calamities, application of the facilities and/or other unavoidable causes.
- (11) when a person requesting accommodations is obviously intoxicated and could cause annoyance to other guests or when a person leaving in such a manner as to be an annoyance to other guests. (As provided by Article 12 of the Law on the Protection of Consumer Interests of Hotel Business Act.)

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Right to Cancel Accommodation Contracts by the Guest

Article 6-1. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.

Article 6-2. Should the Guest cancel the Accommodation Contract as stipulated in Paragraph 1 of Article 6, the Guest shall be liable to pay to the Hotel, in part, due to charges for which the Guest is liable (based on the amount specified in Paragraph 2 of Article 3) of the Guest fees cancelled before payment. The Guest shall pay cancellation charges as listed in the Attached Table No. 2. However, cancellation charges, as provided in Paragraph 1 of Article 6, shall not be applied in the case where the Guest is informed of the obligation for payment of the cancellation charges prior to cancellation by the Guest.

Article 6-3. In the case where the Guest does not appear by 8:00 p.m. of the accommodation date (2 hours when the period of stay of arrival) if the Hotel has been notified without an advance the Hotel may regard the Accommodation Contract as cancelled by the Guest.

Right to Cancel Accommodation Contracts by the Hotel

Article 7-1. The Hotel may cancel the Accommodation Contract under any of the following cases:

- (1) when the Guest is deemed liable to conduct and/or have conducted himself in a manner that will contravene the law or act against the public order and good morals in regard to his accommodation.
- (2) when the Guest can be clearly detected as carrying any infectious disease.
- (3) when the guest is an organized crime group ("Organized" is a member of an organized crime group), "Organized" is a person related to an organized crime group or any type of unlawful group.
- (4) when the guest is a company or an organization, which is directly or indirectly a foreigner.
- (5) when the guest is a corporate customer, of which a board member is deemed a foreigner.
- (6) when the guest significantly annoys other guests.
- (7) when the guest threatens violence, uses threats, extortion or makes an unreasonable or coercive request to the hotel or a staff member. (When the guest seeking accommodation makes an unreasonable request which is deemed significantly unfair or when he/she is deemed a member who has been previously notified in such a manner.
- (8) when the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
- (9) when the Guest does not observe prohibited actions such as smoking in bed, violation to the No-Smoking Facilities and other provisions of the Site Regulations stipulated by the Hotel (specified to particular observance necessary to ensure the safety of the site).
- (10) when a person requesting accommodations is obviously intoxicated and could cause annoyance to other guests or when a person is behaving in such a manner as to be an annoyance to other guests. (As provided by Article 12 of the Law on the Protection of Consumer Interests of Hotel Business Act.)

Article 7-2. should the hotel cancel the accommodation contract in accordance with the preceding paragraph, the hotel shall not be entitled to charge the guest for any future services during the contractual period when no room is received.

Registration

Article 8-1. The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation:

- (1) name, age, sex, address and occupation
- (2) valid Japanese national passport and/or valid entry in Japan
- (3) Date and estimated time of departure.
- (4) Other particulars deemed necessary by the Hotel.

Article 8-2. Should the Guest intend to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's check, response or credit cards, these credits 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 room until guest even of the hotel from 1:00 p.m. to 11:00 a.m. of the next day. However, in the case where the Guest is accommodated overnight, the Guest may occupy it all day long, except the day of arrival and departure.

Article 9-2. The Hotel may, not withstanding the provisions prescribed in the preceding Paragraphs, permit the Guest to occupy the room beyond the time specified in the same Paragraph. In this case, extra charges shall be applied.

Observance of Use Regulations

Article 10. The Guest shall observe the rules and regulations established by the Hotel, which are posted within the premises of the Hotel.

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Business Hours

Article 11-1. The business hours of the main facilities, etc. of the hotel are as follows, but the Hotel may, without notice, extend or shorten the business hours of the facilities, etc. as follows:

- (1) Service hours of the front desk, etc.
Front desk service: 24 hours
Front desk service: 24 hours
- (2) Service hours for dining, drinking, etc.
Dining (Breakfast): 24 hours
Open 6:30am-10:30pm daily (last order by 9:30pm)
Breakfast: 6:30am-10:30pm
Breakfast: 6:30am-10:30pm
Schnitzel: 6:30am-10:30pm
Lunch: 11:30am-2:00pm (last order by 1:30pm)
Lunch: 11:30am-2:00pm (last order by 1:30pm)
Lunch: 11:30am-2:00pm (last order by 1:30pm)
Lunch: 11:30am-2:00pm (last order by 1:30pm)

Article 11-2. The business hours specified in the preceding paragraph are subject to temporary change due to unavoidable causes. In such a case the Guest shall be notified by appropriate means.

Payment of Accommodation Charges

Article 12-1. The Guest shall pay the Accommodation Charges, etc. that the Guest shall pay as listed in the Attached Table No. 1.

Article 12-2. Accommodation Charges, etc. as stated in the preceding paragraph shall be paid with Japanese currency, or by any means other than Japanese currency as follows: Japanese currency, or credit cards, response or credit cards, traveler's check, etc. at the time of the departure of the Guest or upon request by the Hotel.

Article 12-3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities 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 of the obligation of the Accommodation Contract and related agreements between the Hotel and the Guest, and the occurrence of the damage has been caused due to reasons for which the Hotel is not liable.

Article 13-2. The Hotel shall be liable for the damage caused by the lighting equipment. The Hotel is also covered by Hotel Liability Insurance for the and/or other disasters.

Handling When Unable to Provide Contracted Rooms

Article 14-1. In the event that the Hotel is unable to provide contracted rooms, and/or accommodation of the same standard elsewhere for the Guest, the Hotel shall be liable to compensate the Guest for the damage.

Article 14-2. When an agreement for other accommodations cannot be made, not withstanding the provisions of the preceding paragraph, the Hotel shall pay the Guest a compensation for payment of the cancellation charges and the compensation fee shall be applied to the reservation. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not be liable to compensate the Guest.

Handling of Deposited Articles

Article 15. The Hotel shall compensate the Guest for the damage 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 where this has occurred due to causes of force majeure. However, for cash and valuables, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall compensate the Guest within the limits of 100,000 yen.

Attached Table of Charges 1

TABLE OF CHARGES FOR LODGING AND MISCELLANEOUS EXPENSES
(Regarding Items 1 of Section 2 and Item 3 of Article 12)

Table 1: Accommodation Charges

- (1) Basic Accommodation Charge (Room Charge or Room Charge + Breakfast Charge (when included in the Basic Accommodation Charge))
- (2) Service Charge (10%)
- (3) Room and Beverage Charges (including meals included in the Basic Accommodation Charge and other relevant charges)
- (4) Service Charge (10%)

Tax

Consumption Tax

Notes:
In the event the relevant tax laws are amended, the latest maximum version shall be applicable to all relevant items.

ATTACHED TABLE OF CHARGES 2

Table 2: Cancellation Charge for Hotels (Ref. Paragraph 2 of Article 6)

Cancellation	Cancellation Charge for Hotels (Ref. Paragraph 2 of Article 6)		
	Individual	Group	Remarks
Contract Number of Cancellation	1 to 14	15 to 99	100.00 yen
Day when Cancellation	1 to 14	15 to 99	100.00 yen
No Show	100%	100%	100%
Accommodation	80%	80%	100%
1 Day Prior Accommodation	20%	20%	80%
3 Days Prior to Accommodation	0%	20%	100%
10 Days Prior to Accommodation	0%	0%	100%

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

Remarks:
1. The percentage applies the rate of cancellation charge to the Basic Accommodation Charges.

2. When the number of days contracted is shortened, a cancellation fee for the time that was booked by the Guest, regardless of the number of days shortened.

3. When a room is booked for 15 persons or more, it is cancelled, the cancellation charge shall not be charged for the number of persons exceeding 10% of the total number of persons booked on or 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.

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Custody of Baggage And/or Belongings Of The Guest

Article 16-1. When the baggage of a Guest is brought into the Hotel before he arrives, the Hotel shall be liable to keep it only should request have 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.

Article 16-2. when the baggage or belongings of the Guest are found lost after his check-out, and the occurrence of the article is confirmed, the Hotel shall inform the owner of the article and ask for further instructions. When no instructions are given to the return to the owner or when the ownership is unconfirmed, the Hotel shall base the article for 7 days (including the day it is found, and after this period the Hotel shall turn it over to the nearest police station.

Article 16-3. The Hotel's liability is limited to the custody of a 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 and with the provisions 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, or when the responsibility for the hotel emergency office, the responsibility for parking whether the key of the vehicle has been deposited 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 intention or negligence on the part of the Guest.