

Accommodation Agreement

Article 1 – Scope of Application

1. Accommodation Contracts and related agreements to be concluded between the Hotel and the Guest shall be subject to these Terms and Conditions, and all matters not provided herein shall be subject to the laws and regulations, etc. (meaning laws and regulations or those based on laws and regulations; the same shall apply hereinafter) or generally accepted practices.
2. In the event that the Hotel has entered into a special agreement to the extent that such special agreement does not violate any laws and regulations and generally accepted practices, the special agreement shall prevail, notwithstanding the preceding Paragraph.

Article 2 – Application for Accommodation Contract

1. The Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following information:
 - (1) Name of the guest(s)
 - (2) Date of accommodation and estimated time of arrival
 - (3) Accommodation charge (in principle, based on the basic accommodation charge listed in Attached Table 1)
 - (4) Other information deemed necessary by the Hotel
2. When the Guest requests extension of the accommodation beyond the date(s) in Item (2) of the preceding Paragraph during his/her stay, the Hotel shall process it as an application for a new Accommodation Contract made at the time of such request.

Article 3 – Conclusion of an Accommodation Contract, etc.

1. An Accommodation Contract shall be deemed to have been concluded when the Hotel has duly accepted the application set forth in the preceding Article. However, the same shall not apply when it has been proved that the Hotel has not accepted the application.
2. In the case where an Accommodation Contract has been concluded in accordance with the provision of the preceding Paragraph, the Guest must pay an accommodation deposit fixed by the Hotel within the limits of the basic accommodation charge covering the guest's entire period of stay (three days when the period of stay exceeds three days) by the date specified by the Hotel.
3. The accommodation deposit shall be first used for the total accommodation charges to be paid by the Guest, then secondly for the cancellation charge under Article 6, and thirdly for the compensation under Article 19 as applicable; the remainder, if any, shall be refunded at the time of the payment of the accommodation charge set forth in Article 12.
4. If the guest fails to pay the accommodation deposit by the date set forth in Paragraph 2, the Accommodation Contract shall become invalid. However the same shall apply only in the case where the Guest is thus informed by the Hotel at the time when the payment date of the accommodation deposit is specified.

Article 4 – Special Provisions Requiring No Accommodation Deposit

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may accept special provisions requiring no accommodation deposit set forth in the same Paragraph after the contract has been concluded.

2. In the case where the Hotel has not requested payment of the accommodation deposit set forth in Paragraph 2 of the preceding Article or has not specified the payment date of the accommodation deposit at the time when the application for an Accommodation Contract has been accepted, it shall be deemed that the Hotel has accepted the special provisions set forth in the preceding Paragraph.

Article 4-2. – Request for Cooperation in Infection Prevention Measures at the Hotel facility

The Hotel may request the cooperation of those who intend to stay at the Hotel in accordance with Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

Article 5 – Refusal of Accommodation Contracts

The Hotel may refuse to conclude the Accommodation Contract in the following cases.

However, this paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

- (1) When the application for accommodation is not based on 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 recognized to be likely to commit an act contrary to the provisions of laws and regulations or public policy regarding accommodation.
- (4) When the Guest seeking accommodation is recognized to fall under any of the following (a) to (c).
 - (a) An organized crime group set forth in Article 2, Item (ii) of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter referred to as an "organized crime group"), a member of an organized crime group set forth in Article 2, Item (vi) of the said Act (hereinafter referred to as an "organized crime group member"), a quasi-member of an organized crime group, an organized crime group related person, or any other anti-social forces.
 - (b) A corporation or other organization whose business activities are controlled by an organized crime group or an organized crime group member.
 - (c) A corporation whose officer falls under the category of an organized crime group member.
- (5) When the Guest seeking accommodation has behaved in a manner that is significantly disturbing to other guests.
- (6) When the Guest who intends to stay at the Hotel is a patient, etc., with a specific infectious disease as stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter referred to as "Patients, etc., with a specific infectious disease").
- (7) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded with regard to accommodation. (However, this excludes cases where the Guest who intends to stay at the Hotel requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act for Eliminating Discrimination against Persons with Disabilities [Act No. 65 of 2013; hereinafter referred to as the "Disabilities Discrimination Act"].)
- (8) When the Guest who intends to stay at the Hotel repeatedly asks the Hotel what is stipulated in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as a request that is so burdensome in its implementation and may seriously impede the provision of accommodation services to other guests.
- (9) When the Hotel is unable to provide accommodation due to a natural disaster, a breakdown of the facilities, or other unavoidable reasons.
- (10) When the Guest seeking accommodation is drunk, etc. and it is recognized that he/she is likely to significantly disturb other guests or users. (In the case where the provision of Article 5 of the Minato City Hotel Business Act

Enforcement Ordinance applies)

Article 5-2. – Explanation of Refusal to Conclude Accommodation Contract

In the event that the Hotel refuses to conclude the Accommodation Contract in accordance with the preceding Article, the Guest who intends to stay at the Hotel may request an explanation of the reasons for such refusal.

Article 6 – Guest's Right to Cancel the Contract

1. The Guest may cancel the Accommodation Contract by notifying the Hotel.
2. If the Guest cancels the Accommodation Contract, in whole or in part, for reasons attributable to the Guest (except where the Hotel has specified a payment date for the accommodation deposit and requested the payment of the accommodation deposit in accordance with the provision of Article 3, Paragraph 2, and the Guest has canceled the Accommodation Contract prior to such payment), the Hotel shall charge the Guest the cancellation fee set forth in Attached Table 2. However, in the case where the Hotel has accepted special provisions set forth in Paragraph 1 of Article 4, it shall be limited to the case where the Hotel has notified the Guest, upon the acceptance of such special provisions, of the obligation to pay a cancellation fee in the event of cancellation of the Accommodation Contract by the Guest.
3. In the case that the Guest does not arrive by 10:00 p.m. on the day of an overnight stay without informing the Hotel of a delay (or after the lapse of 2 hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

Article 7 – The Hotel's Right to Cancel the Contract

1. The Hotel may cancel the Accommodation Contract in the following cases. However, this paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.
 - (1) When the Guest is recognized as likely to commit an act contrary to the provisions of laws and regulations or public policy regarding accommodation, or when the Guest is recognized to have committed such an act.
 - (2) When the Guest is recognized as falling under any of the following (a) to (c).
 - (a) An organized crime group, an organized crime group member, a quasi-member of an organized crime group, an organized crime group related person, or any other anti-social forces.
 - (b) A corporation or other organization whose business activities are controlled by an organized crime group or an organized crime group member.
 - (c) A corporation whose officer falls under the category of an organized crime group member.
 - (3) When the Guest has behaved in a manner that is significantly disturbing to other guests.
 - (4) When the Guest is a patient, etc., with a specific infectious disease.
 - (5) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded with regard to accommodation. (However, this excludes cases where the Guest requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Disabilities Discrimination Act.)
 - (6) When the Guest of the Hotel repeatedly asks the Hotel what is stipulated in Article 5-6 of the Enforcement Regulations of the Hotel Business Act as a request that is so burdensome in its implementation and may seriously impede the provision of accommodation services to other guests.
 - (7) When it is unable to provide accommodation due to force majeure, such as natural disasters.

(8) When it falls under Article 5, Item (10).

(9) When smoking in bed in his/her hotel bedroom, tampers with fire-fighting equipment, etc., or otherwise failing to comply with the prohibitions (limited to those necessary for fire prevention) in the Rules of Use set forth by the Hotel.

2. When the Hotel cancels the Accommodation Contract in accordance with the preceding Paragraph, the Guest shall not be charged for any accommodation services that have not yet been provided to him/her.

Article 7-2. – Explanation of Cancellation of Accommodation Contract

In the event that the Hotel cancels the Accommodation Contract in accordance with the preceding Article, the Guest may request an explanation of the reasons for such cancellation.

Article 8 – Accommodation Registration

1. The Guest shall register the following information at the front desk of the Hotel on the day of his/her stay.

(1) Guest's name, address and contact information

(2) For foreign nationals who do not have an address in Japan: nationality and passport number

(3) Other information deemed necessary by the Hotel

2. If the Guest intends to pay the fees under Article 12 by hotel voucher, credit card, or any other method which may be substituted for currency, the Guest shall present them in advance at the time of registration set forth in the preceding Paragraph.

Article 9 – Guest Rooms Available Hours

1. The time allowed for the Guest to use the guest room of the Hotel shall be from 3:00 p.m. to 12:00 p.m. of the following morning. However, the room may be used for the whole day in the case where the Guest stays more than one night consecutively, excluding the day of arrival and the day of departure.

2. Notwithstanding the provisions of the preceding Paragraph, the Hotel may accept use of the guest room outside the hours specified in the preceding Paragraph. In such cases, the following additional charges shall be paid.

(1) Up to 3 hours in excess of the prescribed hours---30% of the amount equivalent to the accommodation charge

(2) Up to 6 hours in excess of the prescribed hours---50% of the amount equivalent to the accommodation charge

(3) 6 hours or more in excess of the prescribed hours---100% of the amount equivalent to the accommodation charge

Article 10 – Compliance with Rules of Use

Inside the Hotel, the Guest shall comply with the Rules of Use set forth by and posted in the Hotel.

Article 11 – Business Hours

1. The operating hours of the main facilities of the Hotel shall be available in the pamphlet provided, on notices posted in various places, etc.

2. The service hours may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

Article 12 – Payment of Charges

1. The details of the accommodation charge and other charges to be paid by the Guest shall be as specified in

Attached Table 1.

2. Payment of the accommodation charge and other charges set forth in the preceding Paragraph shall be made at the front desk at the time of the guest's arrival or at the Hotel's request, in currency or by any alternative method accepted by the Hotel, such as hotel voucher, credit card, or the like.
3. The accommodation charge must be paid even if the Guest voluntarily decides not to stay in the room after the Hotel has offered it to the Guest and made it available for his/her use.

Article 13 – Liability of the Hotel

1. The Hotel shall compensate the Guest for any damage caused by its performance or non-performance of the Accommodation Contract and any contracts related thereto. However, it shall not apply if the damage is caused by reasons not attributable to the Hotel.
2. The Hotel is covered by Hotel Liability Insurance in order to deal with unexpected fire and other disasters.

Article 14 – Disclaimers

The Guest shall be held responsible for any computer communication (such as access to the Internet) he/she performs on the premises of the Hotel. The Hotel assumes no responsibility for any possible damage that may be incurred by the Guest as the result of use of the computer communication system (including slow down of communication speed and interruption of communication). In addition, the Guest may be required to compensate the Hotel and a third party for any possible damage caused by acts deemed by the Hotel to be an inappropriate use of the computer communication system.

Article 15 – Handling in the Event that the Hotel is Unable to Provide Contracted Guest Room

1. In the event that the Hotel is unable to provide the Guest with the contracted guest room, the Hotel shall, with the guest's consent, arrange for another accommodation under the same conditions as far as possible.
2. Notwithstanding the provisions of the preceding Paragraph, if the Hotel is unable to find another accommodation, the Hotel shall pay the Guest compensation equivalent to the cancellation charge, which shall be applied to the amount of compensation for damage. However, no compensation shall be paid in the event that there is no reason attributable to the Hotel for not being able to provide the guest room.

Article 16 – Handling of Checked Articles, etc.

1. The Hotel shall compensate for any loss, damage, etc. caused to items or cash and valuables deposited by the Guest at the front desk, unless such loss, damage, etc. is caused by force majeure. However, in the event that the Hotel requires the Guest to disclose the type and value of the cash and valuables and the Guest fails to do so, the Hotel shall compensate for damage within the limit of 150,000 yen.
2. The Hotel shall compensate for any loss, damage, etc. caused to items or cash and valuables brought into the Hotel by the Guest that are not left at the front desk by an intentional or negligent act of the Hotel. However, for those for which the Guest has not disclosed the type and value in advance, the Hotel shall compensate for damage within the limit of 150,000 yen, unless there is an intentional act or gross negligence on the part of the Hotel.

Article 17 – Storage of Baggage or Personal Effects of Guests

1. In the case where the guest's baggage arrives at the Hotel prior to his/her stay, the Hotel shall take responsibility

for its storage only when the Hotel accepts it prior to its arrival and shall hand it over to the Guest when he/she checks in at the front desk.

2. In the case where the guest's baggage or personal effects are left at the Hotel after the Guest has checked out and the owner is found, the Hotel shall contact the owner and ask for his/her instructions. However, if there is no instruction from the owner or the owner remains unknown, it shall be stored for 7 days, including the date on which it was found, and be reported to the nearest police station thereafter.

3. The responsibility of the Hotel for the storage of the guest's baggage or personal effects in the case of the preceding two paragraphs shall be dealt with in the same manner as the provision of Paragraph 1 of the preceding Article in the case of Paragraph 1 hereof and the provision of Paragraph 2 of the same Article in the case of the preceding Paragraph.

Article 18 – Responsibility for Parking

1. In the case where the Guest uses the hotel's parking lot, the Hotel rents the space only and shall assume no responsibility for managing the vehicle, regardless of whether or not the Guest has deposited the car key. However, the Hotel shall be responsible for any damage caused by its intentional act or negligence in the management of the parking lot.

2. The Hotel assumes no responsibility for theft, loss, or damage to vehicles and their attachments or loads in the parking lot not managed by the Hotel (hereinafter referred to as the “affiliated parking lot”).

3. The Hotel assumes no responsibility for any damage incurred by users of the affiliated parking lot due to the acts of other users of the affiliated parking lot or other persons or due to vehicles or their attachments or loads in the affiliated parking lot, as well as for any other damage caused due to events that have occurred in the affiliated parking lot.

Article 19 – Liability of the Guest

If the Hotel suffers any damage due to an intentional act or negligence on the part of the Guest, the Guest shall compensate the Hotel for such damage.

Table 1 Breakdown of Accommodation Charge (concerning Article 2-1 and 12-1)

Total amount to be paid by a guest	Breakdown	
	Accommodation charge	(1)Basic accommodation charge (Room charge or Room charge plus meal & beverage charge such as for breakfast) (2)Service charge for (1)
	Additional charges	(3)Additional food and beverage charge (except for those included in(1)) (4)Service charge for (3)
	Tax	<ul style="list-style-type: none"> • Consumption tax • Special local tax

Table 2 Penalty (concerning Article 6-2) for Hotels

Day WhenCancellation Notice Received		No Show	Accommodation Day	1 Day Prior to Accommodation Day	9 Days Prior to Accommodation Day	20 Days Prior to Accommodation Day
Number of Guests Subscribed						
Individual Guest	from 1 to 14	100%	80%	20%	-	-
Group Guests	from 15 to 99	100%	80%	20%	10%	-
	100 or more	100%	100%	80%	20%	10%

Note:

- (1) The percentage is the percentage of the Penalty against the Basic Accommodation Charge.
- (2) In the case that the number of days for accommodation has been reduced, Penalty for One Day (first day) shall be charged, regardless of the number of days reduced.
- (3) In the case that the Accommodation Contract has been cancelled for a part of the Group (consisting of 15 members or more), the Penalty charged shall be for the number of the Group members equal to10% (a fraction to be evened up) of the total number of the Group members booked for accommodation as of 10 days prior to the first day of occupancy (or the day when the Accommodation Contract has been accepted in less than10 days prior to the first day of occupancy).