

## General Terms & Conditions for Accommodation Contract.

### **Article 1 Scope of Application**

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. Any particulars not provided herein shall be governed by laws and regulations and/or generally accepted practices.
2. Where the Hotel responds to special contracts to the extent not contrary to laws and customs, regardless of the provisions of the preceding paragraph, that special contract shall prevail.

### **Article 2 (Application for accommodation contract)**

A person who wishes to apply for a Hotel accommodation contract with the Hotel shall offer the Hotel the following matters.

- (1) Guest name
  - (2) Accommodation date and expected arrival time
  - (3) Accommodation Charges (As a general rule by the basic accommodation fee of Appended Table 1)
  - (4) Other matters deemed necessary by the Hotel
2. When Guests have requested to continue staying beyond the staying date of item 1 of item 2, during the stay, the Hotel treats it as having applied for a new accommodation contract at the time of the offer to do.

### **Article 3 (Establishment of accommodation contract etc.)**

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 where it has been 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 is requested to pay an accommodation deposit set 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 Charge to be paid by the Guest, secondly for cancellation charges under Article 6 and thirdly for reparations under Article 18 as applicable. The remainder, if any, shall be refunded at the time of

payment for accommodation as stated in Article 12.

4. If the Guest fails to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat 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.

#### **Article 4.(Special Contracts Requiring No Accommodation Deposit)**

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 payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of 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.

#### **Article 5 (Denial of Conclusion of Accommodation Contract)**

1. The Hotel may not respond to the conclusion of 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 rooms can not be provided due to full occupancy;
  - (3) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation;
  - (4) When the person requesting Hotel accommodation is a member of an organized crime group, under Article 2-6 of Law on Preventing Unreasonable Conduct by Organized Crime Groups (Code 77 issued in March 1, 1992) (hereinafter Bouryokudan, or Bouryokudanin) or a related party, or other anti-social forces;
  - (5) When it is recognized that the person who intends to stay is a member of Bouryokudan or organization supporting Bouryokudan's business, or any related parties;
  - (6) When the person who intends to stay is a member of Bouryokudan organization or other members of the anti-social forces stipulated in the Act;
  - (7) When the person requesting Hotel accommodation could cause annoyance to other guests or when the person is behaving in such a manner as to be an annoyance to other

guests;

- (8) Hotel and/or hotel staff are violently threatened or unreasonably burdened by the Guest;
- (9) When it is clearly recognized that a person who intends to stay is a person who is suffering from a contagious disease;
- (10) When a service or other burden exceeding a considerable range is sought for social reasons concerning accommodation;
- (11) When it is impossible to accommodate due to natural disasters, breakdown of facilities, or other unavoidable reasons;
- (12) When it falls under cases where it is possible to refuse accommodation stipulated by various laws or Fukushima Prefectural Ordinances.

#### **Article 6 (Right to cancel contract by the Guest)**

1. Guests can cancel the accommodation contract by notifying to the Hotel.
2. If 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 payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before 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 payment of cancellation charges in case of cancellation by the Guest.
3. If the Guest does not appear by 6:00 p.m. of the accommodation date without advance notice (2 hours after the expected time of arrival if the Hotel is notified), the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

#### **Article 7. (Right to Cancel Accommodation Contract by the Hotel)**

1. In the following cases, the Hotel may cancel the accommodation contract.
  - (1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation;
  - (2) When the person requesting Hotel accommodation is a member of an organized crime group, under Article 2-6 of Law on Preventing Unreasonable Conduct by Organized Crime groups (Code 77 issued in March 1, 1992) (Hereinafter, Bouryokudan or Bouryokudanin), or a related party, or other anti-social forces;
  - (3) When the Guest is a Bouryokudan, or organization supporting Bouryokudan business,

or a related party;

- (4) When the Guest is a corporate and its Board member is applicable to Bouryokudanin;
- (5) When the Guest is behaving in such a manner as to be an annoyance to other guests;
- (6) When the Hotel and/or Hotel staff suffers from violent threat or unreasonable burden from the Guest. Or, when it is acknowledged that similar activity has occurred in the past;
- (7) When the Guest is clearly recognized as a person with contagious disease;
- (8) When a service or other burden is requested that exceeds a reasonable extent for accommodation;
- (9) When it is impossible to accommodate due to natural disasters, breakdown of facilities, or other unavoidable reasons;
- (10) When it falls under cases where it is possible to refuse accommodation stipulated by various laws or Fukushima Prefectural Ordinances;
- (11) When conducting an act that hinders fire prevention or fire prevention, such as mischief, etc. for sleeping cigarettes and firefighting equipment etc. in the guest room.

2. If the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph (9), the Hotel shall not charge the Guest for any of the services during the contractual period he/she has not received.

#### **Article 8. (Registration)**

1. The Guest shall register the following particulars the Front Desk of the Hotel on the day of accommodation:
  - (1) Name, age, sex, address and occupation of the Guest(s);
  - (2) Nationality, passport number, port and date of entry in Japan;
  - (3) Date and estimated time of departure; and
  - (4) Other particulars deemed necessary by the Hotel.
2. In the case where the Guest intends to pay his/her accommodation charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheque, coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.
3. The Hotel will manage and treat any personal information gathered appropriately in accordance with the Act on the Protection of Personal Information.

#### **Article 9. (Occupancy Hours of Guest Rooms)**

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 p.m.

on the day of arrival to 10:00 a.m. on the day of departure. However, in the case when the Guest is accommodated continuously, the Guest may occupy the guest room all day, 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 guest room beyond the time prescribed in the same Paragraph, In this case, extra charges shall apply as follows:

- (1) Up to 3 hours: 50% of the room charge
  - (2) Up to 6 hours: 70% of the room charge
  - (3) More than 6 hours: 100% of the room charge
3. The amount of the room charge in the preceding article is 70% of the basic accommodation charge.

#### **Article 10. (Observance of Hotel Regulations)**

The Guest shall observe the Hotel Regulations established by the Hotel.

Hotel Regulations are posted within the premises of the Hotel.

- (1) Do not invite any visitors into the guest room;
  - (2) The Hotel may invoice the Guest when bringing own beverages.
  - (3) Do not bring in something like the following in the lobby, hallway and accommodation; facilities.
    - a. Animals, birds (and any other pets)
    - b. Emits a malodor
    - c. Hazardous materials that are easily ignited or ignited
    - d. Chemicals prohibited to possess pursuant to laws such as stimulants, drugs, etc.
    - e. Guns, swords
    - f. Significantly large or heavy items
  - (4) Do not act that disorder gambling and morals, inconvenience other people, other acts contrary to public order and morals;
  - (5) Do not use accommodation facilities for purposes other than lodging without permission, unauthorized distribution, etc.;
- (Please do not use the guest room other than accommodation purpose)
- (6) Move, process, take out various facilities and various items in the accommodation to other places, use them for purposes other than original use;
  - (7) Please be aware of the following with regard to the facilities and equipment;  
Please do not use items other than its purpose.  
Please do not bring the equipped items outside of the Hotel.  
Please do not relocate or modify the items as it is.

- (8) Please do not leave belongings to hallways or lobby etc.
- (9) Acts of distributing leaflets, villas and other advertisements to other customers are prohibited.
- (10) Please do not enter the emergency stairs, roof, machinery room and areas other than accommodation room unless emergency requirement occurs;
- (11) Under age guests are not allowed without parents permission;
- (12) In case if the furniture and other equipment are damaged due to other than inevitable reasons, the Hotel will invoice the Guest the repair costs. Also there will be Yen 10,000 fee if the room key is lost;
- (13) If the Guest smoke in the room which the Hotel designated as non-smoking rooms, the Hotel will invoice the Guest Yen 30,000 as room cleaning and deodorization costs;
- (14) Note for using public bath;
  - a. We kindly refuse any guests with tattoos;
  - b. Please leave the room key at the Front Desk;
  - c. Please leave any valuable items at the Front Desk;
  - d. The Hotel is not liable for any theft or lost in the dressing room.

**Article 11. (Business Hours)**

- 1. The business hours of the Hotel main facilities shall be notified in detail by brochures as provided, notices displayed in various places, the Service Directory and other means.
- 2. The preceding business hours of the Hotel may change temporarily when necessary. The Hotel will inform the Guest of any changes by the most appropriate means as possible.

**Article 12. (Payment of Accommodation Charges)**

- 1. The explanation of 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 at Front Desk at the time of the Guest's departure or upon request by the Hotel in Japanese currency. Other means acceptable to the Hotel are traveler's cheques, coupons and credit cards.
- 3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel."

**Article 13 / Residence responsibility**

- 1. We will indemnify the damage for the guests who fulfilled the accommodation contract

and related contracts, or when they caused damage to the guests due to their default. However, this is not the case unless it is due to reasons attributable to the Hotel's responsibility.

2. The Hotel subscribes to Ryokan liability insurance in order to cope with the damage in the preceding paragraph of the Guest, but in cases where it falls under grounds for exemption from insurance contracts, the case where the damage suffered by the Guest may not be complemented.

**Article 14 (Handling when contracted rooms can not be provided)**

1. When the Hotel can not provide guest rooms contracted to the Guests, the hotel will make other accommodation facilities under the same conditions as much as possible with the consent of the Guests.
2. When arrangement of other accommodation can not 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 reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

**Article 15 / Handling of deposits etc.**

1. The Hotel shall compensate the Guest for damages 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 when this has occurred due to causes of force majeure. However, for cash and valuables, when the Hotel has requested the Guest for an appraisal of the value and the Guest has failed to do so, the Hotel shall compensate the Guest up to a maximum of 50,000 yen.
2. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused, through intent or negligence on the part of the Hotel, to the goods, cash or valuables brought onto the premises of the Hotel by the Guest but are not deposited at the Front Desk. However, for articles of which the nature and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest up to a maximum of 50,000 yen.

**Article 16. (Custody of Baggage and/or Belongings of Guest)**

1. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to store it only in the case when such a request has been accepted from the Hotel. The baggage shall be handed over to the Guest at the Front Desk at

the time of his/her check-in.

2. When the baggage or belongings of the Guest are found after check-out and ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no such instructions are given to the Hotel by the owner or when ownership is not confirmed, the Hotel shall handle it according to the Lost Goods Act and dispose it.
3. The Hotel's liability in regards to the custody of the Guest's baggage and belongings in the case of the preceding paragraph 1 shall be 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.

**Article 17. (Liability in Regard to Parking)**

1. 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 to the Hotel or not. However, the Hotel shall compensate the Guest for damage caused through intent or negligence on the part of the Hotel in regards to the management of the parking lot."

**Article 18. (Liability of the Guest)**

1. The Guest shall compensate the Hotel for damage caused through intent or negligence on part of the Guest.

**Article 19. (Cleaning of the rooms)**

1. In the event that Guests stay in the same room for 2 consecutive days or more, we will clean the rooms on a daily basis in principle.
2. Even if the Hotel receive a request not to require cleaning from the Guests, in consideration of the purpose of laws and regulations and prefectural ordinances, etc., we will clean rooms one time at least every 3 days will do. However, the Hotel can clean rooms at any time if our hotel deems it necessary.
3. As for the guest room cleaning in the preceding paragraph, Guests shall not refuse this.

Attached Table No. 1

Calculation Method for Accommodation Charges

(Ref. Paragraph 1 of Article 2, Paragraph 1 of Article 12)



Contents		
Total Amount to be paid by the Guest		
Hotel fee	Hotel fee	Tax
① Basic accommodation fee (Room and service charge + food and beverage)	② Other usage charges	a. Consumption Tax b. Special Local Consumption Tax c. Bath Tax (Required by the Ordinance)

Reference

1. Basic fee varies depending on the price table.
2. Children's fee to be applied for the child below elementary school, and when the child are provided the same bedding and food as adult, 100% of adult fee to be applied. 70% of adult fee to be applied when children meal and bedding are provided and 50% of adult fee to be applied when infant meal and bedding are provided, and 30% of adult fee to be applied when only bedding are provided.
3. The above price table is subject to change in accordance with the Tax Law revision.

Attached Table No.2 Cancellation Fee ( Ref, Paragraph 2 of Article 6)

Cancellation date Number of Applicants	No Show	On the day of arrival	The day before arrival	2 days prior to Accommodation date	3 days prior to Accommodation date	5 days prior to Accommodation date	7 days prior to Accommodation date	14 days prior to Accommodation date	30 days prior to Accommodation date
1 from 5 applicants	100 %	100 %	50 %	30 %	30 %				
6 from 9 applicants	100 %	100 %	50 %	30 %	30 %				
10 from 14 applicants	100 %	100 %	80 %	50 %	30 %	20 %			
15 from 30 applicants	100 %	100 %	80 %	80 %	50 %	30 %	20 %		
31 from 100 applicants	100 %	100 %	100 %	80 %	80 %	50 %	30 %	20 %	
More than 101 applicants	100 %	100 %	100 %	100 %	80 %	80 %	50 %	30 %	20 %

NB:

1. The percentages signifies the cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted are reduced, cancellation charges for the first day shall be paid by the Guest regardless of the number of days shortened.
3. When part of a group booking (for 15 persons or more) is canceled, the cancellation charge shall not be charged for persons in the booking equivalent to 10% (with fractions rounded up) of the total number of persons if cancellation is made 10 days prior to occupancy (when accepted less than 10 days prior to the occupancy, as of the date).

Applied from October 1, 2019

This agreement can be revised from time to time as necessary.

When this agreement is revised, the hotel shall post the contents of the revised agreement and the effective date on the hotel's website.

## Information on disaster prevention

The hotel is equipped with disaster prevention equipment for emergency situations such as a fire or an earthquake. In addition, to ensure customer safety, by implementing periodic disaster prevention drills, we are making every effort to ensure safety.

### 1. When arriving in the room

- (1) Please check the location of the emergency exit posted on each floor and evacuation route map.
- (2) Please check the flashlight.

### 2. When a fire occurs, or at the time of discovery

- (1) Please contact the front desk.
- (2) Shout out loud or make some noise so that people nearby will be aware of it too.
- (3) There are an emergency bell / emergency broadcast, there are fire occurrence situation, and instructions for evacuation etc. Please keep calm down and follow the guidance of the staff, and quickly evacuate from the emergency staircase.

### 3. At the time of evacuation

- (1) Please evacuate quickly without paying attention to personal belongings.
- (2) Use of elevator is strictly prohibited when evacuating.
- (3) If there is smoke, please lower the position and evacuate in a direction with less smoke.
- (4) Please do not open windows except emergency.

### 4. At the time of earthquake

- (1) Please act calmly in accordance with emergency broadcasting or instructions of staff.
- (2) Use of elevator is strictly prohibited.
- (3) Pay attention to falling objects such as turn over furniture etc., and please protect your head and evacuate.