Accommodation Agreement

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, and any particulars not herein shall be governed by laws and regulations and/or generally accepted practices.

2. In the 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, not with standing the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

Article 2. Application for Accommodation Contracts

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); and
   (4) Other Particulars deemed necessary by the Hotel.

2. In the case when the Guest requests, during his/her 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 same time such request is made.

Article 3. Conclusion of Accommodation Contracts, 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 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 the cancellation charges under Article 6 and thirdly for the 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 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 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 and Accommodation Contract has been accepted, it shall be treated as that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

**Article 5. Refusal of Accommodation Contracts**

1. The Hotel may decline to conclude an Accommodation Contract under any of the following cases:
   
   (1) When the application for accommodation does not confirm 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 deemed liable to conduct himself/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;

   (4) When the Guest seeking accommodation falls under any of the below categories.

      1) Deemed to be a member of a designated organized crime syndicate under Article 2, Clause 2 of the “Act on Prevention of Unjustifiable Acts by Members of Crime Syndicates” (Act No. 77,1991), or linked to an organized crime syndicate
under Article 2, Clause 6, (hereafter, “an organized crime syndicate” and “a member of an organized crime syndicate”), or any anti-social organizations.

2) Deemed to be linked to business activities that are under the control of a designated crime syndicate or other unlawful organizations.

3) Deemed to be employed in any corporation in which any of the directors have been proven to be members of an organized crime syndicate.

5) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;

6) When the Hotel is requested to assume an unreasonable burden on behalf of the Guest, or due to destructive requests by the Guest.

7) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;

8) When a person requesting Hotel 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 (when the provisions of Article 5 of Tokyo Metropolitan Ordinance are applicable);

9) When the Guest seeking accommodation is deemed unsuitable by the Hotel because of other particulars.

Article 6. Right of the Guest to Cancel Accommodation Contracts

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 I of Article 4 has been concluded, the same time shall apply only when the Guest 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 6 p.m. of the accommodation date (or 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.
Article 7. Right of the Hotel to Cancel Accommodation Contracts

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/herself in a manner that will contravene the laws or act against the public order and good morals in regard to his/her accommodation;

   (2) When the Guest is deemed to fall under any of the below categories.
       1) Belonging to, a member of, or linked to a designated organized crime syndicate or other antisocial group.
       2) Linked to business activities that are under the control of a designated crime syndicate or other unlawful organizations.
       3) Employed in any corporation in which any of the directors have been proven to be members of an organized crime syndicate.

   (3) When the Guest can be clearly detected as carrying an infectious disease;

   (4) When the Hotel is requested to assume an unreasonable burden on behalf of the Guest, or due to destructive requests by the Guest.

   (5) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;

   (6) When the Guest 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 guest (when the provisions of Article 5 of Tokyo Metropolitan Ordinance are applicable);

   (7) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other prohibitions of the Use Regulations stipulated by the Hotel(restricted to particulars deemed necessary in order to prevent fires);

   (8) When the Guest is unable to accept payment regulations established by the Hotel;

   (9) When the Guest seeking accommodation is deemed unsuitable by the Hotel because of other particulars.

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 to be provided during the future contractual period which he has not received.
Article 8. Registration

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

   (1) Name, age, gender, address and occupation of the Guest(s);

   (2) With the exception of Japanese citizens, nationality, passport number, and port and date of entry in Japan;

   (3) Date and estimated time of departure; and

   (4) Other particulars deemed necessary by the Hotel.

2. With the exception of Japanese citizens, any Guest without Japan residency shall show his/her passport and allowed it to be copied or otherwise recorded.

3. In the case when the Guest intends to pay his/her Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler’s checks, coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Article 9. Occupancy Hours of Guest Rooms

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 p.m. to 11 a.m. However, different occupancy hours may apply if so defined in the reservation.

2. The Hotel may, not with standing the provisions prescribed in 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) Before 6:00pm, late checkout charges are 1,000 yen per hour

   (2) After 6:00pm, we will require 100% of the room charge for that night

Article 10. Observance of Use Regulations

The Guest shall observe the House Regulations established by the Hotel, which are posted within the premises of the Hotel.

Article 11. Business Hours

1. The operating hours of the major facilities of the Hotel are as listed below. For more information regarding operating hours of facilities please consult the pamphlets provided in your room or information posted at various locations in the Hotel.

   Reception Desk, cashier service, etc.

   Reception Desk service: Open 24 hours
Restaurant hours
Refer to “Restaurant information”.

2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes. In such a case, the Guest shall be informed by appropriate means.

**Article 12. Payment of Accommodation Charges**

1. The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay are as listed in the Attached Table No.1.

2. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid in Japanese currency or by any means other than Japanese currency such as traveler’s checks, 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 provided for him/her by the Hotel and at his/her disposal.

**Article 13. Liabilities of the Hotel**

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 case where such damage has been caused due to reasons for which the Hotel is not liable.

2. The Hotel has received a certificate of compliance with the Fire Service Act and related regulations, but is also covered by Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

**Article 14. Handling when Unable to Provide Contracted Room**

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 causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.
**Article 15. Handling of Deposited Articles**

1. 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 Reception Desk by the Guest, except in the case when this has occurred due to causes of force majeure. However, in the event the Hotel requests declarations for such cash or valuables and the Guest fails to do so, compensation shall be limited to 200,000 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 goods, cash, or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the Reception Desk.

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

1. When the baggage of the Guest is brought into the Hotel before his/her 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/her check-in.

2. When the baggage or belongings of the Guest is found left after his/her check-out, and the ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Hotel by owner or when the ownership is not confirmed, the Hotel shall handle the article in accordance with Lost Property Act.

3. The Hotel’s liability in regard to the custody of the Guest’s baggage and belongings, the case of the preceding two Paragraphs shall be assumed in accordance with the provisions of Paragraph 1 in the case of Paragraph 1, and with the provisions of Paragraph 2 in the case of Paragraph 2.

**Article 17. Liabilities of the Guest**

The Guest Shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.

**Article 18. Language of Precedence**

This Accommodation Agreement is published in Japanese and other language(s), and in the event of any discrepancy in the wording or other matters, the Japanese shall have precedence.
**Article 19. Applicable Governance and Jurisdiction**

Regardless of its place of execution, this Agreement shall be governed by and interpreted under the laws of Japan. The court with jurisdiction over the area including the address of the Hotel shall have exclusive jurisdiction over any suit in connection with this Agreement.

Attached table No1: Calculation Method for Accommodation Charges, etc.
(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

<table>
<thead>
<tr>
<th>Total amount to be paid by Guest</th>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accommodation charge</td>
<td>1) Room charge ②Service charge (①×10%)</td>
</tr>
<tr>
<td>Extra charge</td>
<td>3) Meal &amp; drink expenses ④Service charge (③×10%)</td>
</tr>
<tr>
<td>Tax</td>
<td>5) Consumption tax ⑥Accommodation tax</td>
</tr>
</tbody>
</table>

Remarks:
1. Room charge as per the Hotel’s accommodation charge list.
2. In the event tax laws are revised, the above table shall be automatically revised accordingly.

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

<table>
<thead>
<tr>
<th>Date When Cancellation of Contract is notified Contracted Number of Guest</th>
<th>No Show</th>
<th>24 hours prior</th>
<th>48 hours prior</th>
<th>7 Days Prior</th>
<th>21 Days Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual 1 to 9</td>
<td>100%</td>
<td>100%</td>
<td>80%</td>
<td>40%</td>
<td>-</td>
</tr>
<tr>
<td>Group 10 and more</td>
<td>100%</td>
<td>100%</td>
<td>80%</td>
<td>40%</td>
<td>20%</td>
</tr>
</tbody>
</table>

Remarks:
1. The percentages signify the ratio of cancellation charge to Basic Accommodation Charge.
2. When the number of days contracted is shortened, cancellation charge for its first day shall be paid by the Guest regardless the number of days shortened.
3. When part of a group booking (for 10 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 8 days prior to the occupancy (When accepted less than 8 days prior to the occupancy, as of the date) with fractions counted as a whole number.
HOUSE REGULATIONS

Every guest is requested to observe and comply with following Regulations established by the Hotel to ensure that Hotel guests have a pleasant and safe stay, in accordance with Article 10 of the Terms and Conditions for Accommodation Contracts. If a guest does not comply with the House Regulations, the Hotel may forbid further use by the guest of the guest’s Hotel room and other Hotel facilities pursuant to Article 7 of the Terms and Conditions. The Hotel will not be liable to any guest or other person for any damage caused by his/her failure to comply with the House Regulations.

For Your Safety and Security

1. Please refrain from using any electrical appliances such as heaters, cooking appliances or irons that are likely to cause a fire.
2. Kindly do not smoke in bed or in any place where smoking presents a fire hazard.
3. Please refrain from any other acts which may cause a fire in your room or anywhere in the Hotel.
4. Please review the emergency exit instructions posted on the inside of the guest room door and locate the emergency exits on your floor promptly upon your arrival.
5. Please remember to carry your key with you any time you leave your room. All room doors lock automatically and cannot be opened without the key.
6. Please make sure your door is locked when leaving your room. Please be sure to use the door latch whenever you stay in the guest room, particularly at night. Please identify any visitor through the peephole or by keeping the door half open without undoing the door latch. Contact the front desk if you see or hear anything suspicious.
7. Please refrain from holding meetings with visitors in your room.
8. Please refrain from inviting outside visitors to your guest room.

Regarding Personal Possessions and Valuables

1. Each Guest room is provided with a safe for money and valuables. Even if the Guest elects to make use of the safe, however, the Hotel shall not be liable for the loss or theft of money valuables.
2. In principle, clothing and other items left by the Guest shall be handled in accordance with the
Lost Property Act, unless other instructions are received from the Guest.

**Regarding Payment for Services**

1. Payment for all hotel services may be made in cash, traveler's checks, and travel vouchers or coupons accepted by the Hotel. You will be requested to settle outstanding charges each time they reach a total of 100,000 yen during your stay at the Hotel.

2. When charging any hotel restaurant, bar or other charges to your room, please show the guest card presented to you when checking in.

3. You may be required by the Hotel to pay a portion of room charges as a guarantee of payment when you check in.

4. The Hotel cannot accept payment by, or cash, any checks other than traveler’s checks.

5. Airline, train and bus tickets, taxi coupons, postal stamps, luggage delivery services, and items and services purchased in shops in the hotel cannot be added to your hotel bill.

6. A 10% service charge and taxes at the rate prescribed by applicable laws shall be added to your bill. You are cordially requested not to give tips to employees of the Hotel.

**Please observe the following:**

1. Please do not bring any of the following onto the premises of the Hotel:
   (a) animals or birds of any kind;
   (b) gunpowder, oil or other explosives or inflammables;
   (c) objects omitting foul odors;
   (d) unregistered firearms or swords;
   (e) objects of an unusually large size or in unusually large quantities; or
   (f) other objects possession of which is prohibited by the laws of Japan.

2. Gambling or other acts which are contrary to good morals or which cause an annoyance are strictly prohibited.

3. Neither guest rooms nor the lobby shall be utilized for business purposes.

4. Please do not place in or let hang from the windows of the Hotel or guest rooms any items or objects whatsoever.

5. The distribution or display of advertisements and the sale of goods on the premises of the Hotel are prohibited.

6. Please refrain from using equipment and fixtures for purposes other than those intended; removing them from their designated locations, or excessively altering their existing state.
7. You are reminded that unauthorized publication for business purposes of photographs taken on the premises of the Hotels may be subject to legal action.
8. Please do not place any personal belongings in the lobby or passageways of the Hotel.
9. Ordering meals and drinks to be delivered from outside the Hotel is not permitted.
10. Please refrain from using the halls, lobby, restaurants or other public places dressed in bathrobe, nightwear and slippers.
11. Minors may not stay in the Hotel unless accompanied by parents or other legal guardians, or unless written permission is received from parents or guardians permitting such stays.
12. You will be charged for any damage, staining or dirtying, and loss to Hotel structure, furniture, facilities and other property caused by you or by your guests.
13. Smoking is prohibited except in designated smoking areas.
14. An extra charge shall be added for each outgoing call made from your room.