

Terms and conditions for accommodation contracts

Application

- Article 1
- ① Contracts for Accommodation and related agreements to be made by this Hotel with the Guest to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided for shall be governed by laws and/or general practices.
 - ② This hotel may enter into a special contract with the Guest in so far as the special contract does not violate the purport of these Terms and Conditions, laws and general practices, notwithstanding the preceding Paragraph.

Refusal of Accommodation

- Article 2
- The Hotel may not accept the request for accommodation under any the following cases:
- (1) When application for accommodation does not conform with the provisions of these Terms and Conditions;
 - (2) When the Hotel is fully booked and no rooms is available;
 - (3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation;
 - (4) When the Guest seeking accommodation can be clearly identified as carrying an infectious disease;
 - (5) When the Hotel is requested to assume a special burden in regard to his accommodation;
 - (6) When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;
 - (7) When specifying for the 5th articles of the Niigata hotel business method construction regulations and it corresponds.
[When the Guest seeking accommodation is heavily under the influence of alcohol or in any state out the ordinary and deemed likely to cause excessive annoyance for other guests, or when the verbal and/or physical acts of the Guest seeking accommodation to notify it cause excessive annoyance for other guests;]

Notification of Name and Other Particulars

- Article 3
- In the case when the Hotel accepts a request for accommodation prior to the date of accommodation (hereinafter referred to as "request for the reservation of accommodation"), the Hotel may ask the applicant of the reservation of accommodation to notify it of the following particulars by the date specified by the Hotel.
- (1) Name, age, sex, nationality and occupation of the Guest(s).
 - (2) Other particulars deemed necessary by the Hotel.

Accommodation Deposit

- Article 4
- ① In the case when the Hotel accepts a request for the reservation of accommodation, it may request that the applicant pay the whole accommodation charges covering the Guest's entire period of stay as an accommodation deposit.
 - ② When the following article (Article 5) is applicable, the deposit of the preceding Paragraph shall be used for the cancellation charges which are also provided for in the following article (Article 5), and the remainder, if any, shall be refunded.

Cancellation of the reservation

- Article 5
- ① In the case when the applicant of the reservation of accommodation has cancelled the reservation of accommodation in whole or in part, cancellation charges as listed in the attached Cancellation Charges Table shall be paid.
However, in the case when the cancellation has been made for part of a group Guests ("Group is defined as a part consisting of 15 paying members or more. The same hereafter.), the same shall not apply to up to 10 % of the number of the members (a fraction will be rounded up) as of 10 days prior to the accommodation day (if the Hotel has accepted the request for the reservation of accommodation later than that, as of the very day of acceptance)
 - ② In the case when the Guest does not arrive by 10:00 p.m. on the accommodation date (or within 2 hours after the expected time of arrival if the Hotel is notified of it), the Hotel may regard the reservation of accommodation as being cancelled by the applicant and handle it accordingly.
 - ③ In the case when the reservation is regarded as being cancelled as stipulated in the preceding paragraph, if the

Guest's failure to appear is proved, with evidence, to be due to train, flight and other public transport service delay or failure to arrive, or other causes which can not be attributed to the Guest's responsibility, the Hotel shall not require the cancellation charges as stated in the first Paragraph.

The right of annulment of a contract of this hotel

- Article 6
- ① The Hotel may cancel the reservation of accommodation in some unforeseen cases to be provided for when necessary, as well as under any of the following cases;
 - (1) When No.2 to No.8 in Article 2 are applicable;
 - (2) When the Hotel asks the applicant to notify it of the particulars stated in No.1 in Article 3 and is not notified of these particulars by the date specified by the Hotel;
 - (3) When the Hotel asks the applicant to pay the accommodation deposit stipulated in No.1 in Article 4 and the payment is not made by the date specified by the Hotel.
 - ② In the case when the Hotel cancels the reservation of accommodation in accordance with the provisions of the preceding Paragraph and it has received the deposit for the reservation, the deposit shall be refunded.

Registration

- Article 7
- The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation;
- (1) The particulars stated in No.1 in Article 3;
 - (2) If not Japanese, passport number, port and date of entry in Japan;
 - (3) Date and estimated time of departure;
 - (4) Other particulars deemed necessary by the Hotel.

Use time of the room

- Article 8
- ① The time zone when a guest can use the room of this hotel is from 14:00 to 11:00. When you stay continuously, it can be used all day long.
However, the day which arrived, and the day to leave are excepted.
 - ② The Hotel may, notwithstanding the provision in the preceding Paragraph, permit the Guest to occupy the room beyond the check out time. In this case, extra charges shall be paid as follows.
 - (1) In the case of 1 person of room; 1 hour 800 yen (according to tax)
 - (2) In the case of 1 person of room; 1 hour 1,000 yen (according to tax)However, if the Guest continues to do so until and beyond 5:00 p.m., he shall pay the whole accommodation charge.

Business hours

- Article 9
- The business hours of front cashier service of this hotel are 24 hours. The detailed business hours of other institutions are guided by the equipment pamphlet, a notice in each place, and the service directory in the guest room.

Payment of Accommodation Charges

- Article 10
- ① Accommodation charges, etc. shall be paid with Japanese currency, by credit cards recognized by the Hotel or coupons at the front desk when the Guest checks in. The Hotel does not accept personal checks.
 - ② Accommodation charges shall be paid once the Guest occupies the room, even if he voluntarily does not spend the night there.

Observance of Use Regulations

- Article 11
- The Guest shall observe the Use Regulations established by the Hotel, which are posted within the premises.

Refusal of the continuation of accommodation

- Article 12
- The Hotel may refuse to continue accommodating the Guest even during the period of stay accepted by the Hotel under any of the following cases;
- (1) When No.3 to No.8 in Article 2 are applicable;
 - (2) When the Guest does not observe the Use Regulations of previous Article.

Responsibility for Accommodation

- Article 13
- ① The Hotel is held responsible for accommodation from the point at which the Guest has registered at the front desk of the Hotel or the point at which the Guest has walked into the guest room, whichever, to the time when the Guest has left the guest room for departure.
 - ② The Hotel shall, when unable to provide a room for the Guest due to causes for which the Hotel is liable, arrange accommodation of the same or similar standard elsewhere for the Guest unless it is difficult to do so due to natural calamities or other causes. In this case, the Hotel shall not ask for the accommodation charges from the day when the Hotel becomes unable to continue providing the room.
 - ③ The Hotel shall not be held liable for any accidents which may arise due to the Guest's negligence in observing the Use Regulations shown within the premises.

A guest's responsibility

- Article 14
- When this hotel suffers damage from intentionally and the negligence from a guest, the guest concerned has the damage compensated to this hotel.

Attached Table

| Cancellation Charges | |
|----------------------|---|
| (1) | <p>Individual Guests</p> <p>In the case when the reservation is cancelled 1 day prior to the accommodation day; 50 % of the accommodation charges for the first day of the accommodation for each Guest.</p> <p>In the case when the reservation is cancelled in the accommodation day; [it is the same when you do not stay] 100 % of the accommodation charges for the first day of the accommodation for each Guest.</p> |
| (2) | <p>Group Guests</p> <p>In the case when the reservation is cancelled from 9 days to 6 days prior to the Accommodation day; 20 % of the accommodation charges for the first day of the accommodation for each Guest.</p> <p>In the case when the reservation is cancelled from 5 days to 2 days prior to the Accommodation day; 50 % of the accommodation charges for the first day of the accommodation for each Guest.</p> <p>In the case when the reservation is cancelled 1 day prior to the accommodation day; 80 % of the accommodation charges for the first day of the accommodation for each Guest.</p> <p>In the case when the reservation is cancelled on the accommodation day; [it is the same when you do not stay] 100 % of the accommodation charges for the first day of the accommodation each Guest.</p> |

