

# Provisions Governing Accommodation Agreements

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

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01.01. The Accommodation Contract and related contracts to be concluded between our Hotel and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.

01.02. When our Hotel has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail.

## **Article 2 - Application for an Accommodation Contracts**

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02.01. The Guest who intends to apply to our Hotel for an Accommodation Contract will be required to provide our Hotel with the following particulars:

- (1) Name(s) of Guest(s) to be registered.
- (2) Date(s) scheduled for overnight stay and estimated time of arrival.
- (3) Accommodation charge (according, in principle, to the basic accommodation charges described in the attached Schedule I).
- (4) Other information considered necessary by our Hotel.

02.02. In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2) above, our Hotel shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

## **Article 3 - Conclusion, etc. of Accommodation Contracts**

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03.01. The Accommodation Contract shall be considered to have been concluded at the time when our Hotel has accepted the application described in the preceding Article, unless our Hotel has certified that our Hotel has not accepted the said application.

03.02. When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our Hotel shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge for 3 days in cases where the period scheduled for overnight stay exceeds 3 days.

03.03. The Application Money shall first be applied to the final payment of the accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 18 have arisen, to penalty and then to compensation money in this order. If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 12.

03.04. In the case that the Application Money described in paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Hotel has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

## **Article 4 - Special Contracts Requiring Non-Payment of the Application Money**

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04.01. Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Hotel accept a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.

04.02. When accepting an application for an Accommodation Contract, in the case that our Hotel fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and/or in the case that it fails to prescribe the due date for payment of the said Application Money, the Special Contract

described in the preceding Paragraph shall be considered to have been accepted.

## **Article 5 - Refusal of the Conclusion of the Accommodation Contract**

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05.01. The following are cases where our Hotel will not accept the conclusion of the Accommodation Contract:

- (1) When application for accommodation is not based on this Contract.
- (2) When there is no room available due to full occupancy.
- (3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
- (4) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (5) When a burden related to accommodation is requested in excess of a reasonable range.
- (6) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Hotel.
- (7) When the Guest seeking accommodation is any of the following.
  - ① a member of or a person linked to any crime syndicate, company/group linked to a crime syndicate, radical party, racketeer, antisocial organization or any other person equivalent to the person listed above (hereafter "crime groups" )
  - ② a corporate company or any other group of which business activities are under control of crime groups or any person linked to crime groups.
  - ③ a corporate company of which officer (director, operating officer or any other person equivalent to) is proved to be a member or a person linked to crime groups
  - ④ a person who allows crime groups to use his/her name.
  - ⑤ a person who has behaved in a manner that remarkably troubled other Guests of this Hotel
  - ⑥ a person who has used violence in making demands of this Hotel or its employees, or has requested this Hotel to assume an unreasonable burden
- (8) When a guest requesting hotel accommodation is obviously intoxicated and could cause annoyance to other guests or when a guest is behaving in such a manner as to be an annoyance to other guest.  
(The Tokyo Metropolitan Ordinance)

## **Article 6 - The Guest's Right to Cancel the Contracts**

06.01. The Guest may request our Hotel to cancel the Accommodation Contract.

06.02. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her (which is the case when our Hotel has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in the attached II, but in the case that our Hotel has accepted a Special Contract described in Article 4, paragraph 1 this provision shall be applied only to the case where our Hotel has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.

06.03. In the case that the Guest does not arrive by 8 p.m. on the day of an overnight stay without informing our 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 Right of Our Hotel to Cancel the Contract**

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07.01. The following are cases where our Hotel may cancel the Accommodation Contract:

- (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.
- (2) When the Guest is clearly considered to be a patient with an infectious disease.
- (3) When a burden related to accommodation is requested in excess of a reasonable range.
- (4) When unavoidable causes, such as act of God, etc. , prevent the Guest from staying at our Hotel.
- (5) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Hotel (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Hotel.
- (6) When the Guest proven to be any of the following:
  - ① a member of or a person linked to any crime syndicate, company/group linked to a crime syndicate, radical party, racketeer, antisocial organization or any other person equivalent to the person listed above (hereafter "crime groups" )
  - ② a corporate company or any other group of which business activities are under control of crime groups or any person linked to crime groups.
  - ③ a corporate company of which officer (director, operating officer or any other person equivalent to) is proven a member or a person linked to crime groups
  - ④ a person who allows crime groups to use his/her name.
  - ⑤ a person who has behaved in a manner that remarkably troubled other Guests of this Hotel
  - ⑥ a person who has used violence in making demands of this Hotel or its employees, or has requested this Hotel to assume an unreasonable burden
- (7) When a guest requesting hotel accommodation is obviously intoxicated and could cause annoyance to other guests or when a guest is behaving in such a manner as to be an annoyance to other guest.  
(The Tokyo Metropolitan Ordinance)

07.02. In case where our Hotel has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

## **Article 8 - Registration of Accommodation**

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08.01. The Guest will be required to register the following particulars at the front desk of our Hotel:

- (1) Name, age, sex, address and occupation of the Guest.
- (2) Nationality, passport number, place entered and date entered, and a photocopy of the passport, in the case of the foreigner who does not have a residence or occupation in Japan.
- (3) Scheduled date and time of departure.
- (4) Other particulars considered necessary by our Hotel.

08.02. In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., he/she will be required to show them at the time of registration described in the preceding Paragraph.

## **Article 9 - Time Allowed for Use of the Guest room**

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09.01. The time allowed for the Guest to use the guest room of our Hotel shall be from 2 p.m. till 11 a.m. of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.

09.02. Notwithstanding the provision of the preceding Paragraph, there are cases where our Hotel may accept the use of the guest room in hours other than those specified in the preceding Paragraph, in which case an additional charge will be required as specified below.

|   |                                      |
|---|--------------------------------------|
| (1) Up to 1 hour in excess of the prescribed hours .....    | ¥1,575                               |
| (2) Up to 2 hours in excess of the prescribed hours .....   | ¥2,575                               |
| (3) Up to 3 hours in excess of the prescribed hours .....   | ¥3,150                               |
| (4) Up to 4 hours in excess of the prescribed hours .....   | ¥4,200                               |
| (5) Up to 5 hours in excess of the prescribed hours .....   | ¥5,250                               |
| (6) 6 hours or more in excess of the prescribed hours ..... | Full amount equal to the room charge |

## **Article 10 - Compliance of the Rules of Use of the Hotel**

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10.01. While staying in our Hotel, the Guest will be required to comply with the Rules of Use posted inside our Hotel as prescribed by us.

## **Article 11 - Business Hours**

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11.01. The business hours of principal facilities in our Hotel shall be as follows. Details of the service hours of other facilities are explained in the pamphlet provided, displays at major points inside our Hotel, and the service directory provided in each guest room.

(1) Service Hours of Front Desk, Cashier, etc. :

- (a) Entrance opens ..... 1:00am
- (b) Front Desk ..... 24 hours daily
- (c) Front Exchange Service ..... I do not carry it out

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

## **Article 12 - Payment of Charges**

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12.01. The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached Schedule I.

12.02. Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Hotel, such as traveler's check, accommodation coupon, credit card, etc., at the front desk at the time when the Guest departs from our Hotel or is charged by our Hotel.

12.03. In the case that the Guest has not stayed at our Hotel at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

## **Article 13 - Responsibility of Our Hotel**

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13.01. In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.

## **Article 14 - Handling In Case the Guest Room Contracted Is Not Available**

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14.01. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Hotel shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest

concerned.

14.02. Notwithstanding the provision of the preceding Paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to him/her a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

## **Article 15 - Handling of Checked Articles, etc.**

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15.01. When the articles, cash and/or valuables checked by the Guest at the front desk have been lost or damaged, our Hotel shall compensate for the damage, unless the loss or damage has been caused by force de majeure. However, in the case of cash and valuables, we shall do so only when the Guest has clearly reported the kind and value of such cash and valuables at our request. Otherwise we shall compensate for the damage up to the maximum amount of 150,000yen.

15.02. When the Guest has brought into our Hotel articles, cash and/or valuables but has not checked them at the front desk, we shall compensate for the loss or damage inflicted on them if caused intentionally or negligently on our part, except when the Guest has not clearly reported to us beforehand the kind and value of such items lost or damaged, in which case we shall compensate for the loss or damage up to the maximum amount of 150,000yen unless we are intentionally or negligently responsible for such loss or damage.

## **Article 16 - Custody of the Baggage or Personal Belongings of the Guest**

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16.01. When the baggage of the Guest has arrived at our Hotel prior to his/her arrival, our Hotel will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the front desk.

16.02. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, our Hotel shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our Hotel shall keep them for 7 days including the day when they have been found, and shall deliver them to a police station near our Hotel after a lapse of 7 days.

16.03. The responsibility of our Hotel regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provision of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the preceding Article, paragraph 2, in the case of the preceding Paragraph.16.02.

## **Article 17 - Responsibility for Parking**

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17.01. When the Guest use the parking area of our Hotel, our Hotel only lends the parking area and dose not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our Hotel has been asked to keep the key to the vehicle. However, our Hotel shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently on our side while keeping the parking area under our control.

## **Article 18 - Responsibility of the Guest**

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18.01. In the case that our Hotel has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to our Hotel for the said damage.

**Schedule I**

**Itemized Contents of Accommodation Charge, etc. for Hotels  
(Relating to Article 2 Paragraph 1, and Article 12 Paragraph 1)**

| Total Amount Payable by the Guest | Itemized Contents  |
|-----------------------------------|--|
| Accommodation Charge              | ① Basic Accommodation Charge [Room Charge or (Room Charge + Breakfast Charge)]<br>② Service Charge (①×10% )  |
| Additional Charge                 | ③ Drinking and Dining Charge (or Charges for Additional Drinks/Food (Charges for Drinking and Dining other than Breakfast) and Other Service Charge<br>④ Service charges (③×10%) |
| Tax                               | (a) Consumption Tax (Sales Tax)<br>(b) Accommodation Tax   |

- Remarks: (1) The Basic Accommodation Charge shall be based on the Table of Charges posted in the guest rooms and at the Front Desk.
- (2) Charges for children are the same as for adults ; There will be no charge for a child (infant) to whom meals and bedding are not provided. However, charge for children may be changed according to the season and the accommodation plan.
- In such cases, you will be informed. Charges for children apply to those of pre-school age.
- Should the law be amended, it shall conform to the amended provision.

**Schedule II Penalty (relating to Article 6, Paragraph 2)**

|                            | No Show | Accommodation Day | 1 Days Prior to Accommodation Day | 9 Days Prior to Accommodation Day | 20 Days prior to Accommodation Day |
|----------------------------|---------|-------------------|-----------------------------------|-----------------------------------|------------------------------------|
| Individual Guest (from 15) | 100%    | 100%              | 80%                               | 60%                               | 50%                                |
| Group Guest (from 15 )     | 100%    | 100%              | 80%                               | 60%                               | 50%                                |

- 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 to 10% (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 than 10 days prior to the first day of occupancy).

## Regulations

In order to provide our guests with safe conditions and comforts, we request that guests observe the following rules in accordance with the Provisions Governing Accommodation, Article 10. In the event that the rules are not observed and violated, the hotel reserves the right to terminate a guest's stay and the guest may possibly be liable for the violation.

### Fire prevention practices to be observed

1. The use of any heating appliances, such as hot plates and irons, is not permitted in the room.
2. Smoking in bed, or other places where a fire is apt to occur, is not permitted.
3. Other behavior which might cause fire is prohibited.

### Safety maintenance practices

1. Guests are requested to double check that the room door is locked when leaving the room.
2. Be sure to lock the door from the inside and put the door arm on while in the room, especially, when going to bed. Be sure to identify a person who comes to your room before opening the door. If a suspicious person wants to enter your room, call the Front Desk immediately.
3. Meeting visitors in the guest room is not permitted.

### Handling of valuables and checked articles

1. It is advisable to keep your cash and valuables in the safe in the room or the front desk during your stay at the hotel. In the event that the above procedure has not been observed, the hotel will not be responsible for the loss, damage or theft of your cash and valuables. Further, valuable works of art and antiques will not be accepted for checking.
2. Disposition of articles left behind and lost items will be handled in accordance with the law.
3. Checked articles will be kept up to three (3) months; after that they will be disposed of by the hotel as abandoned articles.

### Payment

1. Payment of bills shall be made at the front cashier in currency, traveler's checks, coupons, and credit cards recognized by the hotel at the time of departure or when requested by the hotel.
2. Please show your room key or accommodation card when you sign for meals and drinks at the restaurant or bars in the hotel.
3. Deposit may be requested upon arrival at the hotel.
4. Checks other than traveler's checks will not be accepted.
5. Only one receipt will be prepared for each room. If two persons are staying in one room and wish separate receipts, they are requested to notify the cashier to that effect as early as possible.
6. If you have any questions regarding your bill, please do not hesitate to contact the front cashier.

## Prohibited articles

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1. The following articles, which will be a nuisance to other guests, cannot be brought into the hotel:
  - (a) Animals, birds (as pets)
  - (b) Articles with offensive odors and disturbing noise.
  - (c) Explosive and flammable articles such as gunpowder and gasoline.
  - (d) Firearms, swords, drugs or other items not legally licensed for possession.
  - (e) Lethal or harmful chemicals or other substances.
2. While in the hotel, please refrain from gambling or engaging in any other behavior that corrupts public morals, disrupts the peace or violates public order, including speech or behavior that causes annoyance or inconvenience to other hotel guests.
  - (a) Designated organized crime organizations and or members of such designated organized crime organizations, as stipulated under the Law for the Prevention of Unlawful Behavior by Members of Organized Crime Organizations, are requested to refrain from utilizing the hotel facilities. (Anyone found to have membership in any such organization after a making reservation or while staying at the hotel will be denied entrance.)
  - (b) Violent, extremist or other similar groups and or their members are requested to refrain from utilizing the hotel facilities. (Anyone found to have membership in any such organization after a making reservation or while staying at the hotel will be denied entrance.)
  - (c) Anyone engaging in violence, intimidation, threats, unlawful coercive demands or other similar behavior or has previously engaged in such behavior will be asked to leave the hotel premises immediately.
  - (d) Anyone who has difficulty maintaining his or her own safety or security due to mental or physical incapacitation or impaired self-awareness due to the use of a drug or other agent and who is considered to be a potential source of danger, fear or anxiety among the other guests will be denied use of the hotel facilities.
  - (e) Anyone who speaks or sings loudly within the hotel or in the guest rooms or engages in vociferous or clamorous behavior or otherwise induces a feeling of aversion, causes annoyance or inconvenience among the other guests or engages in gambling or behavior contrary to public order and morals will be denied use of the hotel facilities.
  - (f) Use of the hotel facilities will be denied in the event of other behavior similar to that described above.
3. Guests are not to use any rooms other than those registered in their own name.
4. Hotel rooms are not to be used for business or commercial purposes or for any use other than lodging without the express approval of the hotel management.
5. Advertising or publicity materials are not to be distributed nor goods offered for sale within the hotel or anywhere on the hotel grounds without the express approval of the hotel management.
6. Photography for commercial purposes or which is the cause of annoyance or inconvenience among the hotel guests is not to be engaged in within the hotel or anywhere on the hotel grounds without the express approval of the hotel management.
7. Food, drinks, etc. , are not to be ordered from outside of the hotel or brought into the hotel from outside.
8. Removal of fixtures and equipment is prohibited and guests should refrain from using the fixtures and equipment for purposes other than intended.
9. Articled which will damage the beauty of the hotel are not to be displayed at the windows.
10. You are kindly requested not to go out of your room in a yukata or slippers.