

(Scope of Application)

Article 1 Accommodation contracts and related contracts executed between the hotel and its guests shall be in accordance with the stipulations of this agreement. All other matters not stipulated in this agreement shall be governed by laws or generally established customs.

2. When the hotel agrees to a special contract to the extent that it does not violate laws as well as customs, the special contract shall take precedence regardless of the stipulations of the previous paragraph.

(Applying for an Accommodation Contract)

Article 2 Those who try to apply for an accommodation contract with the hotel shall notify the hotel of the following items.

1. Guest names.
2. Reservation date as well as estimated time of arrival.
3. Accommodation fees (in general, according to the attached basic accommodation fee Table 1).
4. Other items deemed necessary by the hotel.

2. At the request of the hotel, the accommodation contract applicant will immediately submit an accommodation registry containing guests' names, addresses, telephone numbers, etc. even after the contract has been established.

3. In the event that a guest requests to stay longer than their reservation date, as set forth in Article 1 Section 2, the hotel will handle it as a new accommodation contract applied at the time of the request.

(Establishment of Accommodation Contract, Etc.)

Article 3 In the event that a guest requests to stay longer than their reservation date, as set forth in Article 1 Section 2, the hotel will handle it as a new accommodation contract applied at the time of the request. Accommodation contracts shall be established when the hotel accepts an application, as set forth in the previous article.

2. In the event the hotel presents incorrect accommodation fees via website or telephone, and the hotel accepts an accommodation application based on those accommodation fees, if the aforementioned fees are considerably cheaper than accommodation fees on the date of payment, unless there is indication or information as to why the price is lower such as "limited," "special," "campaign," etc., the accommodation contract may be canceled in compliance as a mistake under the Civil Code.

3. The hotel may call the guest using the information provided by the guest to confirm the reservation on any day prior to the scheduled reservation date.

4. In accordance with the provisions of Article 1, when an accommodation contract is established, guests may pay the application fee set by the hotel, limited to the basic accommodation fee, by the designated date.
5. The application fee will first be allocated to the accommodation fee that should be paid by the guest, and in the event that the provisions of Articles 6 and 18 apply, the application fee will be allocated in the order of cancellation fee followed by compensation. If there is a remaining balance, it will be refunded when the fee is paid according to the provisions in Article 12.
6. In the event that the application fee established in Article 4 is not paid by the date designated by the hotel, pursuant to the provisions of that Article, the accommodation contract shall become invalid. However, this is limited to cases in which the hotel has notified the guest of the due date for the application fee.
7. The hotel will charge the accommodation fee at the time of guest check-out, and as a rule, if the guest stays for more than one week, payment shall be charged at the time of guest check-in.

(Refusal to Establish an Accommodation Contract)

Article 4 The hotel may not accept an establishment of an accommodation contract in the following cases.

- 1) The accommodation application does not comply with this agreement.
- 2) There are no guest rooms due to full occupancy.
- 3) It is deemed that the intended guest may act in violation of laws and regulations, public order, good manners, or customs regarding accommodation.
- 4) It is deemed that the intended guest may disturb the peaceful order of the hotel, such as making unreasonable complaints or requests in the hotel.
- 5) It is deemed that the intended guest falls under any of the following conditions (a) through (c).
  - a. Members of organized crime as stipulated in Article 2, Section 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereafter referred to “organized crime members”), and stipulated in Article 2, Section 6 of the same article. Members of the yakuza (hereafter referred to as “yakuza members”), associated yakuza members, official yakuza members, and other members that fall under the category of yakuza.
  - b. Organized crime members or organized crime organizations that control business activities.
  - c. Japanese nationals whose officials are classified as gangsters.
- 6) The intended guest makes statements or behaves in a manner that causes significant inconvenience for other guests.
- 7) The intended guest is deemed to have an infectious disease.
- 8) The intended guest makes a violent request for accommodation or an unreasonable request to the extent that it becomes a burden.
- 9) It is not possible to stay overnight due to a natural disaster, facility failure, or other unavoidable reasons.

- 10) The person who has applied for accommodation does so for his or her own commercial purposes.
- 11) The person who has applied for accommodation deems that he or she has no choice but to take a leave of absence by law or in effect by order, instruction, or recommendation of a government office.
- 12) The hotel does not have physical or personal allowance to take preventative measures against infection, which is legally and effectively required as well as advised and recommended by public office, for guests who have a fever or cough.
- 13) The case falls under the provisions of Article 5 of the Kumamoto Prefecture Ryokan Business Law Enforcement Ordinance.

(Guest's Rights for Contract Termination)

Article 5 The guest may cancel all or part of the accommodation contract at any time by paying the cancellation fee (as stated in Appendix 2) to the hotel.

2. In the event the guest does not arrive by 7:30 p.m. on the date of the reservation (if the estimated arrival time is specified in advance, they may arrive up to two hours after the specified time) and does not contact the hotel, the hotel may consider that accommodation contract as canceled by the guest and process the cancellation. In such cases, the hotel shall charge a cancellation fee (as shown in Appendix 2).

(Hotel's Rights for Contract Termination)

Article 6 The hotel may cancel an accommodation contract in the following cases.

- 1) It is deemed that the guest may act in violation of statutory provisions, public order, manners, or customs regarding accommodation, or it is deemed that the guest has committed any of these acts.
- 2) It is deemed that the guest is disturbing the peaceful order of the hotel, such as making unreasonable complaints or requests in the hotel.
- 3) The guest is deemed to fall under any of the following (a) to (c).
  - a) Organized crime, organized crime members, associates of organized crime groups, officials of organized crime groups, and other antisocial forces.
  - b) Organized crime members or organized crime organizations that control business activities.
  - c) Corporations whose officials fall under the category of organized crime members.
- 4) The guest makes statements or behaves in a manner that cause significant inconvenience to other guests.
- 5) It is deemed that the guest has an infectious disease.
- 6) The guest makes a violent request for accommodation or an unreasonable request to the extent that it becomes a burden.

- 7) It is not possible to stay overnight due to a natural disaster caused by unforeseeable circumstances.
  - 8) The case falls under the provisions of Article 5 of the Kumamoto Prefecture Ryokan Business Law Enforcement Ordinance.
  - 9) The guest does not comply with usage rules established by the hotel for prohibited items, such as sleeping with lit cigarettes in the room, playing around with firefighting equipment, etc.
  - 10) The conditions stipulated by Article 5 (10) are confirmed after establishing an accommodation contract.
  - 11) The accommodation applicant did not immediately respond to requests from the hotel based on Article 2, Section 2.
  - 12) The hotel is legally and effectively deemed to close temporarily by order, instruction, or recommendation of a government office.
  - 13) The hotel does not have physical or personal allowance to take preventative measures against infection, which is legally and effectively required as well as advised and recommended by public office, for guests who have a fever or cough.
2. If the hotel cancels the accommodation contract based on the provisions of the preceding section, the guest will not be charged for accommodation services that have not yet been provided. However, if the guest's actions during his or her stay falls under any reason for cancellation, the fees for accommodation services, etc. that have not yet been provided may be charged to the guest as penalty fees

#### (Accommodation Registration)

Article 7 Guests are required to register the following information at the front desk of the hotel on the first day of their stay.

1. Guest(s) name(s), age(s), gender(s), address(es), and occupation(s)
  2. For foreigners, nationality, passport number(s), place and date of entry into Japan
  3. Departure date and scheduled departure time
  4. Other information deemed necessary by the hotel.
2. If the guest intends to pay the charges under Article 12 by a method that can be used in place of currency such as traveler's checks, accommodation vouchers, credit cards, etc., they may be required to present them at the time of registration as set forth in the preceding paragraph.

#### (Room Usage Time)

Article 8 Guests can use guest rooms from 3:00 pm until 10:00 a.m. the next morning. However, if the guest stays consecutive days, they can use it all day except for the arrival date and departure date.

2. Notwithstanding the stipulations of the preceding section, the hotel may accept accommodation requests for guest rooms outside of the hours specified in the preceding section. In this case, the following additional charges will be added on.

1. Up to 3 hours over =  $\frac{1}{3}$  of the room charge (or equivalent to 30% of the room charge)
  2. Up to 6 hours over =  $\frac{1}{2}$  of the room charge (or equivalent to 60% of the room charge)
  3. 6 hours or more = full amount of the room charge (or equivalent to 100% of the room charge)
3. The amount equivalent to the room charge in the preceding section shall be 70% of the basic accommodation charge.

(Compliance with Usage Rules)

Article 9      Guests are required to follow the usage rules established by and posted inside the hotel.

(Business Hours)

Article      Business hours for the hotel's main facilities are as follows. The details of other facilities'  
10      business hours can be found in the pamphlets provided by the hotel, notices in various places, service directories in guest rooms, etc.

- 1) Service hours (i.e. front desk, cashier)
    1. Closing Time: Midnight
    2. Front Desk Service: 7:00 a.m. - 10:00 p.m.
  - 2) Food and Drink (Facilities) Service Hours
    - a. Breakfast: 7:00 a.m. to 9:00 a.m.
    - b. Lunch: 11:00 a.m. to 2:00 p.m.
    - c. Dinner: 6:00 p.m. to 9:00 p.m.
  - 3) Other food and drink, etc.
2. Times in the preceding section may be changed temporarily if necessary. In that case, the hotel shall inform guests via appropriate methods.

(Payment of Fees)

Article 11      The breakdown of accommodation charges, etc. payable by the guest shall be as listed in Appendix 1.

2. Payment for accommodation charges, etc. shall be made at the front desk by request of the hotel at the time of the guest's departure. Payment shall be made in the form of currency, traveler's checks, accommodation vouchers, credit card, etc. as approved by the hotel.
3. Accommodation fees will be charged if the hotel has provided a guest room and made it available for use even if the guest does not voluntarily stay at the hotel.

(Responsibility of the Hotel)

Article      The hotel takes responsibility in fulfillment of accommodation contracts and related contracts  
12      and shall compensate guests for damages in the event of damage to the guest due to non-performance. However, this does not apply for reasons that cannot be attributed to the hotel.

2. The hotel has liability insurance to deal with fires.

(In the Event a Contracted Guest Room Cannot be Provided)

- Article 13 In the event the hotel cannot provide the guest with a contracted guest room, the hotel shall arrange other accommodation facilities under the same conditions as much as possible with the guest's consent.
2. In the event that the hotel cannot arrange other accommodation facilities (regardless of the stipulations of the preceding section), the hotel shall pay the guest a compensation fee equivalent to the cancellation fee. The compensation fee will be applied to the amount of compensation for damages. However, the hotel shall not pay the compensation fee if there is not a suitable reason for the hotel to take responsibility for not being able to provide a guest room.

(Managing Deposits, etc.)

- Article 14 In the event losses or damages are incurred to goods, cash, and valuables deposited at the front desk by guests, the hotel shall compensate the guests for damages, unless it occurs under unforeseeable circumstances. Regarding cash and valuables, if the hotel requests a statement of the type and value of the goods and the guest does not provide one, the hotel shall compensate the guest for damages up to 300,000 yen unless there has been intentional or gross negligence of the hotel.
2. The hotel cannot accept cash above 300,000 yen or goods with a market value of over 300,000 yen.
3. If the guest brings in goods, cash, or valuables that were not left at the front desk and those valuables are lost or damaged due to intentional or gross negligence of the hotel, the hotel shall compensate the guest for damages. However, if the guest does not declare the type and price of the valuables in advance, the hotel shall compensate the guest for damages of up to 300,000 yen unless there has been intentional or gross negligence of the hotel.
4. The hotel is not liable for the items specified below, even if it is liable for damages based on sections 1 and 2.
- 1) Recording media that can be directly processed by information devices, such as manuscripts, design documents, designs, books, other similar materials (magnetic tapes, magnetic disks, CD Roms, optical disk), and other information devices (computers and peripheral devices with terminals) and those items that can be recorded and processed on recording media.

(Storage of Guest's Baggage or Belongings)

- Article 15 If the guest's baggage arrives at the hotel prior to the date of accommodation, it will be responsibly stored only if the hotel approves before the baggage arrives. It will be handed over when the guest checks in at the front desk.
2. If the guest's baggage or belongings are left behind in the hotel after the guest checks out and the owner is identified, the hotel will contact the owner and request instructions. However, if the owner does not give any instructions or the owner is unknown, the baggage will be stored for 7 days from the date the baggage has been found and then delivered to the nearest police station.

3. In the case of the preceding two sections, the hotel's responsibility for storing guests' baggage or belongings shall be in accordance with the stipulations of Section 1 of the preceding article, and in the case of Section 1 of the same article, it shall be the case of the preceding section. It shall be in accordance with the stipulations of Section 3.

(Responsibility for Parking)

Article 16 If a guest uses the hotel's parking lot, the hotel shall lend out the space to the guest regardless of being entrusted with the vehicle key and does not take responsibility for the management of the vehicle. However, the hotel is liable for compensation in the event that damage is incurred due to intention or gross negligence of the hotel in the course of managing the parking lot.

(Responsibility of the Guest)

Article 17 In the event the hotel suffers damage due to intentional or gross negligence of the guest, the guest will be required to compensate the hotel for damages.

2. In order to smoothly receive service based on the accommodation contract, the guest must promptly notify the hotel if he or she recognizes that the service differs from the contents of the accommodation contract provided by the hotel.

(Jurisdiction Court and Governing Law)

Article 18 Disputes regarding accommodation contracts between the hotel and guests shall be governed by Japanese law. The district court or summary court having jurisdiction over the hotel's location shall be the exclusive court of jurisdiction.

Appendix 1 Breakdown of Accommodation Charges (related to Article 2, Section 1 and Article 11, Section 1)

		Breakdown
Total Amount Payable by Guest	Accommodation Fees	① Basic Room Fee (as well as Room Fee + Dinner and Breakfast Fee) ② Service Fee (① x 15%)
	Additional Fees	① Additional food and drink (excluding those included in ①) ② Service Fee (③ x 15%)
	Tax	a) consumption tax b) hot spring tax

Note: Accommodation charges are based on the charges posted on the official website.

Appendix 2 Cancellation Fees (related to Article 4, Section 1)

[Regular Business Day]

Day of Cancellation Number of Guests Reserved	Non-Overnight	Day Of	1 Day Prior	7 Days Prior	10 Days Prior	14 Days Prior	15 Days Prior	20 Days Prior	30 Days Prior	45 Days Prior	60 Days Prior				
1 ~ 8 guests	100%	100%	80%	50%	10%										
9 ~ 15 guests	100%	100%	80%	50%	30%							20%			
16 ~ 30 guests	100%	100%	80%	50%	30%							20%			
31 ~ 50 guests	100%	100%	100%	80%	50%										
51 ~ 100 guests	100%	100%	100%	80%	50%							30%			
101 ~ guests	100%	100%	100%	80%	50%										

[Special Business Day] Year-End and New Year's Holidays 12/31 - 1/3, Golden Week 5/3 - 5/5, Obon 8/13 - 8/15

Day of Cancellation Number of Guests Reserved	Non-Overnight	Day Of	1 Day Prior	7 Days Prior	10 Days Prior	14 Days Prior	15 Days Prior	21 Days Prior
1 ~ guests	100%	100%	80%	50%	30%		10%	

Additions

Article 1 The hotel has set the same terms as the model accommodation terms announced by the Ministry of Land, Infrastructure, Transport and Tourism on September 1, 2011 as the accommodation terms of the hotel, and these terms will come into effect on the same day.

Article 2 The hotel will revise each part of the accommodation agreement on June 1, 2021, and these terms will come into effect on the same day.