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Accommodation Agreement

Section 1 (Scope of Application)
1. Accommodation contracts formed between the hotel and guests, and other such related contracts, shall be subject to the provisions of this agreement, and matters not provided for in this agreement shall be governed by laws, regulations, and generally established practice.
2. When the hotel has agreed to a special contract, insofar as is not contrary to laws, regulations, and practices, said special contract will take precedence notwithstanding the provisions of the preceding paragraph.

Section 2 (Accommodation Contract Application)
1. Individuals who intend to apply for an accommodation contract with the hotel shall submit the following information to the hotel.
(1) Name of the guest
(2) Dates of accommodation and expected time of arrival
(3) Accommodation charges (Generally based on the Basic Accommodation Charges listed on Attached Table No. 1)
(4) Any other information the hotel deems necessary
2. If a guest requests an extension beyond the date of accommodation in subparagraph (2) of the preceding paragraph during their stay, the hotel will regard this as a new accommodation contract application submitted at the time such request was made.

Section 3 (Establishment of the Accommodation Contract, etc.)
1. The accommodation contract will be considered established when the hotel approves the application described in the preceding section. However, this does not apply when it is proved that the hotel has not approved the application.
2. When an accommodation contract has been established in accordance with the provisions of the preceding paragraph, the guest shall pay a deposit set by the hotel up to a maximum of the Basic Accommodation Charges for the duration of their stay by the date specified by the hotel.
3. The deposit shall be applied first to the final accommodation charges to be paid by the guest, then to cancellation fees and compensation for damages where the provisions of Section 6 or Section 18 are applicable, and any remaining balance shall be refunded at the time of payment in accordance with the provisions of Section 12.
4. If the guest fails to pay the deposit by the date specified by the hotel in Paragraph 2, the accommodation contract will no longer be considered valid. However, this only applies if the hotel notified the guest when specifying the deposit payment due date.

Section 4 (Special Contracts Requiring No Deposit)
1. Notwithstanding the provisions of Paragraph 2 of the preceding Section, the hotel may accept a special contract which does not require payment of a deposit after the contract is established as described in said paragraph.
2. If the hotel did not request the payment of the deposit described in Paragraph 2 of the preceding section ,or did not specify the payment due date for the deposit at the time the accommodation contract application was accepted, it will be treated as though the hotel accepted a special contract described in the preceding paragraph.

Section 5 (Denial of Accommodation Contracts)
1. In the following cases, the hotel may deny an accommodation contract (including reservations).
(1) The application for accommodations is not made in accordance with this agreement.
(2) There are no vacant guest rooms due to full occupancy.
(3) The hotel facilities are closed for inspection and maintenance.
(4) The individual seeking accommodations is considered likely to behave contrary to laws, regulations, public order, and morals during their stay; or if any of (a) through (e) below are applicable.
(a) The individual(s) seeking accommodations is/are an organized crime group, a member of an organized crime group, an organized crime-related company, organization, or affiliate thereof; or other antisocial force (hereinafter, “organized crime groups and other antisocial forces”).
(b) The individuals seeking accommodations are members of a corporation or other organization whose operations are controlled by an organized crime group or members thereof.
(c) The individual seeking accommodations is a member of a corporation whose executives include members of organized crime groups.
(d) The individual seeking accommodations has behaved in a way that has caused significant trouble for other guests.
(e) The individual seeking accommodations is deemed to have used violence, threats, intimidation, or coercive unlawful demands against the hotel facilities or staff (employees), made unreasonable demands, or has done so in the past.
(5) The individual seeking accommodations is clearly observed to have a communicable illness.
(6) Unreasonable demands have been made regarding accommodations.
(7) Accommodations cannot be provided due to natural disaster, damage to the facilities, or other unavoidable grounds.
(8) The provisions of Section 5 of the Kanagawa Prefecture Hotel Business Law Enforcement Ordinance are applicable.
The grounds based on the provisions of Article 5 (iii) of the Hotel Business Act are as follows.
(a) The individual seeking accommodations is intoxicated or exhibiting markedly abnormal behavior, and is deemed likely to bother other guests.
(b) The person or clothing of the individual seeking accommodations is notably dirty, and is deemed likely to bother other guests.

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Section 6 (Contract Termination Rights of the Guest)
1. The guest may submit a request to the hotel to terminate the accommodation contract.
2. If the guest terminates the accommodation contract in whole or in part due to causes attributable to the guest (except when the hotel requested payment of a deposit during the specified period as described in Section 3, Paragraph 2, and the guest has terminated the accommodation contract before paying), the guest shall pay the cancellation fee listed in Attached Table No. 2. However, when a special contract has been accepted as described in Section 4, Paragraph 1, this shall apply only if the guest was informed of the cancellation fee for termination of the accommodation contract by the guest.
3. If the guest does not arrive by 8:00 PM. on the date of accommodation (or 2 hours after the expected arrival time indicated to the hotel in advance) without notice, the hotel may consider the guest to have canceled the accommodation contract.

Section 7 (Contract Termination Rights of the Hotel)
1. In the event of any of the following cases, the hotel may unconditionally and immediately terminate the accommodation contract without assuming any liability for indemnity, even if the guest has already begun using the hotel facilities.
(1) The guest is considered likely to behave contrary to laws, regulations, public order, and morals, or deemed to have engaged in such behavior.
(2) Any of the following cases (a) through (c) are deemed to be applicable to a guest.
(a) The guests include individuals who are an organized crime group or other antisocial force.
(b) The guest is a member of a corporation or organization whose operations are controlled by an organized crime group or a member thereof.
(c) The guest is a member of a corporation whose executives include members of an organized crime group.
(3) The guest has behaved in such a way that has caused significant trouble for other guests.
(4) The guest is deemed to have used violence, threats, intimidation, or coercive unlawful demands against the hotel facilities or staff (employees), made unreasonable demands, or has done so in the past.
(5) The guest is clearly observed to have a communicable illness
(6) Unreasonable demands have been made regarding accommodations.
(7) Accommodations cannot be provided due to natural disaster or other uncontrollable grounds.
(8) The provisions of Section 5 of the Kanagawa Prefecture Hotel Business Law Enforcement Ordinance are applicable.
(9) The guest has failed to comply with the terms of use established by the hotel, such as tampering with fire suppression equipment, etc. (Limited to those necessary for fire prevention.)
2. When the hotel terminates the accommodation contract in accordance with the provisions of the preceding paragraph, the hotel will not receive payment for the provision of accommodation services not yet received by the guest.

Section 8 (Registration)
1. The guest will register the following information at the hotel front desk on the date of accommodation.
(1) The guest's name, age, gender, address, and occupation
(2) The nationality, passport number, point of entry, and date of entry for foreign guests
(3) Departure date and expected time of departure
(4) Any other information the hotel deems necessary
2. If the guest intends to pay accommodation charges described in Section 12 via a method other than cash, such as accommodation vouchers or credit cards, said method of payment shall be presented in advance during registration as described in the preceding paragraph.

Section 9 (Guest Room Occupancy Hours)
1. Guests may occupy hotel guest rooms between the hours of 3:00 PM and 11:00AM the following day. However, in case of occupancy over multiple consecutive days, the guest room may be occupied all day, except on the dates of arrival and departure.
2. Notwithstanding the provisions of the preceding paragraph, the hotel may allow the occupancy of guest rooms beyond the time specified in the preceding section. In such cases, the following additional fees will be charged.
(1) Up to 3 additional hours: 30% of room charges
(2) Up to 6 additional hours: 50% of room charges
(3) More than 6 additional hours: 100% of room charges

Section 10 (Compliance with the Terms of Use)
1. While occupying the hotel, guests will comply with the terms of use established by the hotel and posted on the premises.

Section 11 (Business Hours)
1. The business hours for the hotel's main facilities are listed on signs and other informational materials.
Furthermore, these hours are subject to change as necessary.

Section 12 (Payment of Charges)
1. The breakdown and calculation method for the accommodation charges to be paid by the guest are as listed in Attachment No. 1.
2. Payment of the room charges described in the preceding paragraph shall be made at the front desk at the time of check-in or when

requested by us in advance in currency or by a method acceptable to us that can act as a substitute, such as via a room voucher or credit card.
3. The accommodation charges must be paid even if the Guest opts not occupy the guest room provided by the hotel after it is made available.

Section 13 (Liability of the Hotel)
1. The Hotel shall compensate the guest for damages caused by fulfillment or non-fulfillment of the accommodation contract or related contracts. However, this shall not apply if such damages were caused due to reasons not attributable to the hotel.
2. The hotel has received certification from the fire department, and conducts annual inspections of fire suppression equipment and fire prevention targets in accordance with the Fire Services Act. The hotel is covered by hotel liability insurance in the unlikely event of a fire, etc.

Section 14 (Handling of Non-Provision of the Contracted Room)
1. If the hotel is unable to provide the contracted guest room, the hotel will arrange alternative accommodations with the consent of the guest under as close to the same terms and conditions as possible.
2. Notwithstanding the provisions of the preceding paragraph, if the hotel is unable to arrange alternative accommodations, the guest will be paid compensation equivalent to the cancellation fee, with said compensation applied to the damages. However, if the guest room cannot be provided for reasons not attributable to the hotel, compensation will not be paid.

Section 15 (Handling of Deposited Items)
1. In the event items, cash, or valuables deposited by the guest at the front desk are lost or damaged, the hotel will pay compensation for the damages, except in cases of force majeure. However, if the hotel requested that the type and value of cash or valuables be declared and the guest failed to do so, the hotel will pay compensation up to a maximum of ¥100,000.
2. In the event items, cash, or valuables brought into the hotel by the guest which were not deposited at the front desk are lost or damaged due to the hotel's intentional action or negligence, the hotel will pay compensation for the damages. However, if the type and value of cash or valuables was not declared, the hotel will pay compensation up to a maximum of ¥100,000.

Section 16 (Storage of Guest Luggage and Belongings)
1. If the guest's luggage arrives at the hotel before the guest, the hotel shall only be responsible for its storage if the hotel agreed to this prior to arrival, and the luggage will be handed over to the guest at the front desk during check-in.
2. If the guest's luggage or belongings are left at the hotel after check-out, they shall be handled in accordance with the Lost Property Act.
3. The liability of the hotel regarding the storage of a guest's luggage or belongings in cases such as those described in Paragraph 2 is governed by the provisions of Paragraph 1 of the preceding section for the cases described in Paragraph 1 of this section, or by Paragraph 2 of the preceding section for the cases described in the preceding paragraph.

Section 17 (Parking Liability)
1. If the guest uses the hotel's contracted parking lot, regardless of whether or not the guest has deposited a vehicle key, we shall be responsible for guiding the guest to the parking lot but shall not be liable for the management of the vehicle. However, with regard to the storage of the vehicle, responsibility for storage and compensation for damages shall be in accordance with the terms and conditions of the parking facility manager.

Section 18 (Liability of the Guest)
1. The guest shall compensate the hotel for any damages caused to the hotel by said guest, whether intentionally or by negligence.

Section 19 (Personal Information Protection)
1. The guest's personal information will be handled in accordance with laws and regulations, and the separately established privacy policy will be strictly obeyed. (Court of Jurisdiction)

Section 20 (Disclaimers)
1. The guest shall connect to the Internet from inside the hotel at their own risk. The company assumes no liability for any damages to the user resulting from interruption of Internet service due to system malfunctions or other causes during use. The user shall pay compensation for any damages to the company or a third party caused by activity deemed inappropriate by the company when using Internet service.

Section 21 (Amendments)
1. The hotel may amend this agreement if the amendments to the agreement conform to the general interests of guests and individuals seeking accommodations, or if the amendments are reasonable in consideration of their necessity or appropriateness, and they are not contrary to the purpose of the accommodations contract.
2. When the hotel amends this agreement, guests and individuals seeking accommodations shall be notified in advance via Internet of the contents of the amendments and the date they are to take effect.
3. Guests and individuals seeking accommodations may cancel the service if they are unable to consent to the amendments to the agreement.

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Attached Table No. 1
Calculation Method for Accommodation Charges, etc. (Related to Section 2, Paragraph 1; Section 3, Paragraph 2; and Section 12, Paragraph 1)

Amount to be Paid by Guest	Accommodation Charges	(1) Basic Room Charges
		(2) Service Charge [(1) x 10%]
	Additional Charges	(3) Food and Beverage Costs
		(4) Other Usage Fees
	Taxes	(5) Sales Tax

(Note)
1. If the tax laws are amended, the amended provisions shall apply.

Attached Table No. 2
Cancellation Fees (Related to Section 6, Paragraph 2)

Number of Contract Applicants/Date Contract Termination Notification was Received		No show	Same day	1 day in advance	9 days in advance	20 days in advance
Standard	Up to 9 persons	100%	80%	20%		
Groups	10 to 99 persons	100%	80%	20%	10%	
	100 or more persons	100%	100%	80%	20%	10%

(Note)
1. The percentages are the proportion of the cancellation fee to the Basic Accommodation Charges.
2. If the number of contracted days is reduced, a cancellation fee will be charged for 1 day (the first day), regardless of the number of days by which the stay is reduced.
3. When part of a group (10 or more persons) terminates their contract, a cancellation fee will not be charged if the number of people is 10% of the number of guests (rounded up) at least 10 days prior to the date of accommodation (or if the application was received later than that date, on the date it was received).