

Terms and Conditions for the Accommodation Contract (Shukuhaku Yakkan)

(Application of these Terms and Conditions)

Article 1

1. These Terms and Conditions shall govern the accommodation contracts (hereinafter, "Accommodation Contract") and related contracts entered into by and between Gora Kadan (hereinafter, "Hotel") and the guests thereof. Matters not provided for herein shall be determined in accordance with the laws of Japan or generally established custom.
2. Notwithstanding the provisions of the preceding paragraph, in the event the Hotel agrees to special provisions, said special provisions shall take precedence over these Terms and Conditions to the extent that it does not violate the purport hereof, the laws of Japan or generally established practices.

(Request for Accommodation Contracts)

Article 2

1. A person who wishes to request an Accommodation Contract at the Hotel shall provide the following information to the Hotel:
 - (1) Name(s) of the guest(s);
 - (2) Dates of stay and the expected time of arrival;
 - (3) Accommodation Rate (as a general rule, the basic Accommodation Rate specified in Table 1 attached hereto); and
 - (4) Any other information the Hotel deems necessary.
2. Should a guest request an extension of his/her stay beyond the dates specified in item (2) of the preceding paragraph, said request shall be deemed to be a request for a new Accommodation Contract made as of that point in time and shall be processed as such.

(Conclusion of Accommodation Contract, etc.)

Article 3

1. An Accommodation Contract shall be concluded upon acceptance by the Hotel of the request referred to in the preceding Article 2; provided, however, that the foregoing shall not apply when it is proven that the Hotel did not accept the relevant request.
2. Should an Accommodation Contract be concluded pursuant to the provisions of the preceding paragraph, the relevant guest shall pay to the Hotel a deposit for the Accommodation Contract (hereinafter, "Deposit") on or prior to the date designated by the Hotel in an amount specified by the Hotel not to exceed the total amount of the Accommodation Rate for the requested period of stay (or three (3) days, in cases where the period of stay exceeds three (3) days).
3. The Deposit shall be allocated primarily to the payment of the total amount of the Accommodation Rate, etc. (defined under Article 12 hereof) that the guest eventually is obliged to make. For situations falling under Article 6 or Article 18 hereof, the Deposit shall be allocated sequentially towards any Cancellation Fee and Damages (each defined thereunder respectively) payable by the guest, in said order. Any amount of the Deposit remaining afterward shall be refunded at the time of payment pursuant to the provisions of Article 12 hereof.
4. In the event of failure to pay the Deposit described in paragraph 2 above on or before the date designated by the Hotel, the relevant Accommodation Contract shall become null and void; provided, however, that the foregoing applies only in cases where the Hotel notified the relevant guest as such upon designation of the due date for the Deposit.

(Special Agreements Not Requiring Payment of Deposit)

Article 4

1. Notwithstanding the provisions of Article 3, paragraph 2, the Hotel may consent to a special agreement that does not require the payment of a Deposit referred to therein following the conclusion of an Accommodation Contract.
2. Upon acceptance of a request for an Accommodation Contract, in cases where the Hotel does not request payment of the Deposit referred to in Article 3, paragraph 2 or does not

designate a due date for the payment thereof, the Hotel shall be deemed to have consented to the special agreement referred to in the preceding paragraph.

(Non-Acceptance to Conclude Accommodation Contract)

Article 5

The Hotel may decline to conclude an Accommodation Contract in the following cases:

- (1) The request for accommodation is not made in accordance with these Terms and Conditions.
- (2) The Hotel is fully booked with no vacancy.
- (3) It is recognized that the person intending to stay at the Hotel may engage in conduct that constitutes a violation of laws, regulations, public order or public morals in connection with the accommodation.
- (4) The person intending to stay at the Hotel is recognized as falling under any of items (a) through (c) below:
 - (a) an organized crime group as specified in Article 2, item (ii) of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter "Crime Group"), an organized crime group member specified in Article 2, item (vi) of said Act (hereinafter "Group Member"), an associate member of a Crime Group, an affiliate of a Crime Group, or any other antisocial forces;
 - (b) a corporation or a group whose business activities are controlled by a Crime Group or a Group Member; or
 - (c) a corporation whose directors include one or more Group Members.
- (5) The Hotel determines that a person intending to stay may significantly disturb other guests of the Hotel through words or actions, or may otherwise disrupt peace and order.
- (6) It is apparent that the person intending to stay at the Hotel has an infectious disease.
- (7) The relevant person makes demands through the use of violence or places unreasonable demands upon the Hotel in connection with the accommodation.
- (8) Provision of accommodation is rendered impossible due to natural disasters, failure of facilities, or any other compelling reasons.
- (9) A situation falling under an item listed in Article 4 of the Ordinance for the Enforcement of the Hotel Business Act (Kanagawa Prefectural Ordinance No. 64 of 1957) occurs.

(Guests' Right to Cancel the Accommodation Contract)

Article 6

1. A guest may cancel the Accommodation Contract by notifying the Hotel.
2. In the event a guest cancels an Accommodation Contract in whole or in part (excluding cases where the Hotel requests payment of a Deposit by designating a payment due date in accordance with the provisions of Article 3, paragraph 2 and the relevant guest cancels the Accommodation Contract prior to the payment of said Deposit), the Hotel shall charge a cancellation fee (hereinafter, "Cancellation Fee") as specified in Table 2 attached hereto; provided, however, that in cases where the Hotel consented to the special agreement described in Article 4, paragraph 1 hereof, the foregoing shall apply only if the Hotel, upon acceptance of said special agreement, notified the guest of the obligation to pay a Cancellation Fee when canceling the relevant Accommodation Contract.
3. Should a guest fail to arrive at the Hotel by 8:00 pm of the check-in date (or two (2) hours past the expected time of arrival specified in advance by the guest) and fails to contact the Hotel with an update on the status, the relevant Accommodation Contract may be deemed to have been cancelled by the guest.
4. In cases where an Accommodation Contract is deemed to have been cancelled pursuant to the provisions of the preceding paragraph, the Hotel shall not charge the Cancellation Fee referred to in paragraph 2 if a guest is able to prove that the failure to arrive without notifying the Hotel was due to reason not attributable to the guest, including the non-arrival of or delays in public transportation such as trains and airplanes.

(Hotel's Right to Cancel the Accommodation Contract)

Article 7

1. The Hotel may cancel an Accommodation Contract in the following cases:
 - (1) It is recognized that the person intending to stay at the Hotel may engage in conduct that constitutes a violation of laws, regulations, public order or public morals, or that the person is confirmed to have engaged in the said conduct in connection with the accommodation;
 - (2) The person intending to stay at the Hotel is recognized as falling under any of items (a) through (c) below:
 - (a) a Crime Group, a Group Member, an associated member of a Crime Group, an affiliate of a Crime Group, or any other antisocial forces;
 - (b) a corporation or a group whose business activities are controlled by a Crime Group or a Group Member; or
 - (c) a corporation whose directors include one or more Group Members;
 - (3) The guest significantly disturbs other guests of the Hotel through words or actions.
 - (4) It is apparent that the guest has an infectious disease.
 - (5) The relevant person makes demands through the use of violence or places unreasonable demands upon the Hotel in connection with the accommodation.
 - (6) Provision of accommodation is rendered impossible due to natural disasters or other compelling reasons.
 - (7) A situation falling under an item listed in Article 4 of the Ordinance for the Enforcement of the Hotel Business Act (Kanagawa Prefectural Ordinance No. 64 of 1957) occurs.
 - (8) The relevant person smokes in bed in the guest room, tampers with fire extinguishing equipment, or fails to comply with the instructions of the Hotel deemed necessary for fire prevention.
 - (9) The information itemized under Article 2, paragraph 1 hereof is not provided, and the relevant person fails to comply with the Hotel's request to provide said information by a specified date.
 - (10) The relevant person fails to pay the Deposit referred to in Article 3, paragraph 2 hereof by the date designated by the Hotel.
 - (11) The relevant person fails to comply with the Terms of Use stipulated in Article 10 hereof.
2. In the event the Hotel cancels the Accommodation Contract pursuant to the provisions of the preceding paragraph, the Hotel shall not charge the relevant guest for accommodation or any other services not yet rendered to the guest.

(Registration of Stay)

Article 8

1. A guest shall register the following information in the assigned guest room on the first day of the stay:
 - (1) name(s), age(s), gender(s), address(es) and occupation(s) of guest(s);
 - (2) nationality, passport number, port of entry and the date of entry, in the case of foreign nationals;
 - (3) the date and expected time of departure; and
 - (4) any other information the Hotel deems necessary.
2. A guest choosing to pay the fees stipulated in Article 12 hereof by means other than cash, such as traveler's checks, coupons, or credit cards, shall present such means to the Hotel at the time of registration referred to in the preceding paragraph.

(Check-In Time and Check-Out Time)

Article 9

1. A guest may check into a guest room at the Hotel starting from 3:00 pm (check-in time). A guest shall check out of the relevant guest room at the Hotel by 11:00 am (check-out time).
2. Notwithstanding the provisions of the preceding paragraph, the Hotel may consent to the use of a guest room beyond the check-out time, in which case, the Hotel shall charge an additional fee as specified below. The calculation of the extension fee shall be based on the Accommodation Rate, which comprises the basic accommodation fee and the

applicable consumption taxes.

- (1) One tenth (1/10) of the Accommodation Rate per hour for an extension of up to three (3) hours;
- (2) One half (1/2) of the Accommodation Rate for an extension of up to six (6) hours;
- (3) The full Accommodation Rate for an extension of more than six (6) hours.

(Compliance with the Terms of Use)

Article 10

A guest shall comply with the Terms of Use (*Riyou Kisoku*) stipulated by the Hotel and posted on its premises.

(Hours of Operation)

Article 11

1. The hours of operations of the main Hotel facilities are as indicated mainly in the brochures provided, the bulletin boards in various locations, and the service directories in guest rooms.
2. The hours of operation referred to in the preceding paragraph are subject to temporary change as required by necessity. In the event of any such change, the Hotel shall take appropriate measures to notify its guests.

(Payment of Accommodation Rates, etc.)

Article 12

1. The breakdown of the total amount payable by a guest ("Accommodation Rate, etc.") is as indicated in Table 1.
2. A guest shall pay the Accommodation Rate, etc. referred to in the preceding paragraph at the counter in the entrance hall of the Hotel (hereinafter, "Front Desk"), either at the time of the guest's departure or when the Hotel presents a bill to the guest, in cash (Japanese yen) or by any of the other forms of payment recognized by the Hotel, including traveler's checks, coupons, and credit cards.
3. A guest who chooses not to stay at the Hotel after the provision of access to a Hotel guest room shall still be liable for payment of the relevant Accommodation Rate, etc..

(Responsibilities of the Hotel)

Article 13

1. The Hotel shall compensate a guest for any loss or damage (hereinafter, "Damages") attributable to the Hotel's performance or nonperformance of an Accommodation Contract or a contract related thereto. However, the Hotel shall not be liable for any loss not attributable thereto.
2. The Hotel has purchased a hotel liability insurance policy to protect itself against fires and other contingencies.

(Failure to Provide the Guest Room Specified in the Contract)

Article 14

1. In the event the Hotel is unable to provide a guest room specified in the concluded Accommodation Contract for reasons attributable thereto, the Hotel shall, with the consent of the relevant guest, mediate to the extent possible to procure accommodation at an alternative facility under the same or similar terms and conditions, unless it is difficult to do so due to natural disasters or other comparable reasons.
2. Should it not be possible for the Hotel to mediate the procurement of accommodation at an alternative facility despite the provisions of the preceding paragraph, the Hotel shall pay to the relevant guest an amount equal to the applicable Cancellation Fee as compensation. Said compensation shall be deducted from the amount of damages payable, if any. However, the Hotel shall not be liable for the payment of compensation in cases where the failure to provide a guest room is not attributable to the Hotel.

(Handling of Deposited Articles)

Article 15

1. In the event of loss, breakage, or any other damage relating to goods, cash or valuables left in the care of the Front Desk, the Hotel shall compensate the relevant guest for the damages incurred unless such damages are attributable to force majeure; provided, however, that the amount of compensation payable by the Hotel shall be limited to a maximum of one hundred fifty thousand yen (JPY150,000-) in cases where the guest failed to declare to specify in advance the type and amount, or value, of the relevant cash and/or valuables in spite of the Hotel's request to do so.
2. In the event of loss, breakage or any other damage relating to goods, cash or valuables that a guest brought into the Hotel but did not leave in the care of the Front Desk, the Hotel shall compensate the relevant guest for any such damage willfully or negligently caused by the Hotel; provided, however, that the amount of compensation payable by the Hotel shall be limited to a maximum of one hundred fifty thousand yen (JPY150,000-) in cases where the guest failed to declare to specify the type and amount, or value, of the relevant cash and/or valuables in advance, unless the damage is attributable to willful intent or gross negligence on the part of the Hotel.

(Storage of Guests' Luggage and Personal Effects)

Article 16

1. Should the luggage of a guest arrive at the Hotel prior to the guest, the Hotel shall responsibly store said luggage and deliver it to the relevant guest upon check-in at the Front Desk, only if it has agreed in advance to do so.
2. In the event forgotten luggage or personal effects are found after a guest has checked out, the Hotel shall contact the owner of the forgotten item, if it is able to identify the owner, and seek instructions on what to do. However, should the owner fail to provide instructions or should the Hotel fail to identify the owner, the Hotel shall store the forgotten item for seven (7) days including the day on which it was found and subsequently deliver it to the nearest police station.
3. As regards the Hotel's responsibilities pertaining to the storage of a guest's luggage or personal effects as described in the preceding two paragraphs, the provisions of Paragraphs 1 and 2 of the preceding Article 15 shall apply mutatis mutandis to Paragraphs 1 and 2 of this Article 16, respectively.

(Responsibilities Regarding Parking)

Article 17

When a guest uses the Hotel's parking facilities, the Hotel is merely lending the guest a place to park and is not assuming responsibility for the management of the vehicle, regardless of whether the guest entrusts the key(s) for the vehicle to the Hotel. However, the Hotel shall be liable for damages attributable to intent or negligence on the part of the Hotel in relation to the management of the parking facilities.

(Responsibilities of Guests)

Article 18

In the event a guest causes damage to the Hotel by intent or negligence, said guest shall be liable to the Hotel for compensation for damages.

(Approval by Guests)

Article 19

Should the Hotel determine it necessary to enter into a guest room from the perspective of providing services to the guest(s) or ensuring the safety thereof, the Hotel may do so without giving prior notice to the guest(s) of the room.

(Jurisdiction)

Article 20

The Tokyo District Court shall have exclusive jurisdiction in the first instance over disputes related to these Terms and Conditions or disputes between the Hotel and guests.

Table 1: Breakdown of Accommodation Rate, etc. (Related to Article 2, paragraph 1 and Article 12, paragraph 1)

Total amount payable by a guest	Breakdown	
	Accommodation Rate	(1) Basic Accommodation Rate (room, meals and beverages) (2) Service Charge relating to the above ((1) x 10%)
	Additional Fees	(3) Additional Fee for Meals and Beverages (excluding those included in (1)) (4) Service Charge relating to the above ((3) x 10%)
	Taxes	a. Consumption taxes b. Bathing tax

Notes * Basic Accommodation Rate is as indicated in the fee chart posted at the Hotel.

Table 2: Cancellation Fee (Related to Article 6, paragraph 2)

Date of Receiving a Cancellation Notice	Same day	2 days prior	7 days prior	14 days prior	20 days prior
Percentage of Cancellation Fee	100%	90%	70%	50%	30%

Notes * “%” indicates the Cancellation Fee as a percentage to be multiplied with the basic Accommodation Rate.

* In the event the length of stay is reduced, a Cancellation Fee for the first one day of the shall be charged regardless of the number of days by which the stay is reduced.

* In the event an Accommodation Contract is cancelled only for some guests in a group (fifteen (15) people or more), the Hotel will not charge a Cancellation Fee for the number of people equal to 10% of the number of guests (fractions rounded up to the nearest whole number) ten (10) days prior to their stay (in the case where the Hotel accepts their reservation after that date, the acceptance date).