SENBIKI no OKA "SORA no YADO" Accommodation Agreement

(Scope of application)

- Article 1 Contracts for accommodation and related contracts concluded by the Hotel with the Guest shall be in accordance with the provisions of these Terms and Conditions, and matters not stipulated in these Terms and Conditions shall be governed by laws and regulations or generally established customs.
 - 2. In the event that the facility has entered into a special contract to the extent that it does not violate laws and regulations and customs, notwithstanding the provisions of the preceding paragraph, the special contract shall take precedence.

(Application for Accommodation Contract)

Article 2 A person who intends to apply for an accommodation contract with this facility shall notify this facility of the following matters.

- (1) Name of the Guest(s)
- (2) Date of accommodation and estimated time of arrival
- (3) Accommodation charges (in principle, based on the basic accommodation charges listed in the attached table No. 1)
- (4) Other matters deemed necessary by this facility
- 2. In the case when the Guest requests, during his/her stay, extension of the accommodation beyond the date in subparagraph (2) of the preceding Paragraph, the Hotel shall regard it as an application for a new Accommodation Contract only if there is a vacancy at the time such request is made.

(Conclusion of accommodation contract, etc.)

Article 3 The Accommodation Contract shall be deemed to have been concluded when the Hotel accepts the application as stipulated in the preceding Article. However, this does not apply when it is proved that this facility has not given consent.

- 2. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding paragraph, the Guest is requested to pay an application fee fixed by the Hotel up to the amount of Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.
- 3. The deposit shall first be used for the Total Accommodation Charges to be paid by the Guest, secondly for the cancellation charges under Article 6 and secondly for reparations under Article 18 as applicable, and the balance, if any, shall be refunded at the time of payment in accordance with Article 12.
- 4. If the Guest fails to pay the deposit by the date specified by the Hotel in accordance with the provisions of Paragraph 2, the Accommodation Contract shall cease to be effective. However, this shall apply only when the Hotel has notified the Guest of the date of payment of the deposit in designating the date of payment.

(Special contract that does not require payment of application fee)

Article 4 Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Facility may accept a special contract that does not require payment of the application fee set forth in the same paragraph after the conclusion of the contract.

2. In the event that the Hotel does not request payment of the application fee as stipulated in Paragraph 2 of the preceding Article or does not specify the payment date of the application fee when accepting the application for the Accommodation Contract, it shall be regarded as having complied with the special contract set forth in the preceding paragraph.

(Refusal to conclude an accommodation contract)

Article 5 The Hotel may not respond to the conclusion of an Accommodation Contract in the following cases.

- (1) When the application for accommodation does not conform to these Terms and Conditions:
- (2) When there is no room available due to full occupancy.
- (3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the provisions of laws and regulations, public order or good morals in regard to his/her accommodation;
- (4) When the Guest seeking accommodation is deemed to fall under any of the following (a) to (c):
- i Organized crime groups stipulated in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of Heisei 3) (Hereinafter referred to as "gangsters". Organized crime group members stipulated in Article 2, Item 6 of the same Article (hereinafter referred to as "organized crime group members"). Associate members of organized crime groups, persons related to organized crime groups, and other antisocial forces
- When an organized crime group or a member of an organized crime group is a corporation or other organization that controls business activities
- iii A corporation whose officers fall under the category of gang members
- (5) When the person seeking accommodation behaves in a manner that causes significant annoyance to other guests;
- (6) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease:
- (7) When a violent demand is made in relation to the accommodation, or a burden beyond a reasonable range is demanded.
- (8) When the Hotel is unable to provide accommodation due to natural disasters, malfunction of facilities, or other unavoidable reasons;
- (9) When stipulated in prefectural ordinances.

(Guest's Right to Cancel Contract)

Article 6 The Guest may cancel the Accommodation Contract by notifying the Hotel.

- 2. In the event that the Guest cancels all or part of the Accommodation Contract due to reasons attributable to the Guest (the Hotel pursuant to the provisions of Article 3, Paragraph 2) The Guest has requested payment of the deposit by specifying the due date, and the Guest has cancelled the Accommodation Contract prior to such payment. Cancellation charges will be charged as listed in Attached Table No. 2. However, in the case when the Hotel has entered into a special contract as prescribed in Paragraph 1 of Article 4, the Hotel shall be obliged to pay cancellation charges in the event that the Guest cancels the Accommodation Contract. shall apply only when notified to the Guest.
- 3. The Hotel shall not notify the Guest at 3 p.m. on the day of accommodation (or 2 hours after the estimated time of arrival if the estimated time of arrival is indicated in advance). In the case of non-arrival, the Accommodation Contract may be deemed to have been cancelled by the Guest.

(Right to cancel the contract of this facility)

Article 7 This facility may cancel the accommodation contract in the following cases.

- (1) When the Guest is deemed liable to conduct himself or herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;
- (2) When the Guest is deemed to fall under any of the following (a) to (c):
- (a) Organized crime groups, members of organized crime groups, associate members of organized crime groups, persons related to organized crime groups, and other antisocial forces
- (b) When an organized crime group or a member of an organized crime group is a corporation or other organization that controls business activities
- (c) A corporation whose officers fall under the category of a member of an organized crime group
- (3) When the Guest behaves in a manner that causes significant annoyance to other Guests;
- (4) When the Guest can be clearly detected as carrying an infectious disease;
- (5) When a violent demand is made in relation to the accommodation, or a burden beyond a reasonable range is demanded.
- (6) When the Hotel is unable to provide accommodation due to reasons caused by force majeure such as natural disasters;
- (7) When stipulated in prefectural ordinances.
- (8) Smoking in bed, mischief to firefighting equipment, etc. in the facility, and other prohibited matters stipulated by this facility (limited to those necessary for fire prevention) When not complying.
- 2. In the event that the Hotel cancels the Accommodation Contract in accordance with the provisions of the preceding paragraph, the Guest may be charged an accommodation service fee that has not yet been paid.

(Registration of accommodation)

Article 8 The Guest shall register the following particulars at the reception counter in the café of the Hotel on the day of accommodation.

- (1) Name, age, sex, address and occupation of the Guest(s);
- (2) For foreigners, nationality, passport number, port and date of entry
- (3) Date and estimated time of departure
- (4) Other matters deemed necessary by this facility
- 2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's checks, coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

(Guest room usage time)

Article 9 The Guest may occupy the guest room of this facility from 3 p.m. to 1 1 a.m. the following morning. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the days of arrival and departure.

- 2. Notwithstanding the provisions of the preceding paragraph, this facility may accommodate the use of guest rooms beyond the hours stipulated in the same paragraph. In this case, the following additional charges will be charged.
 - (1) After 11 a.m. (check-out time), 3,000 yen per hour

(Compliance with Usage Rules)

Article 10 The Guest shall comply with the Rules of Use established by the Hotel and posted in the Hotel.

(Business hours)

Article 11 The business hours of the main facilities of this facility will be as follows, and the detailed business hours of other facilities, etc. will be announced in the pamphlets provided, bulletin boards in various places, service directories in guest rooms, etc.

- (1) Front desk, cashier, etc. services
 - i We do not provide exchange services.
- (2) Food and beverage (facility) service hours:
 - Breakfast If you book a breakfast menu in advance, it will be delivered to your room.

After 10 o'clock, you can also use the café attached to the hotel.

(Except Wednesdays and Thursdays)

- ii Mouth. Lunch You can use the café after 10 a.m.
- iii Dinner Customers who reserve a dinner menu in advance will be prepared in their room
- iv Drinks (charged) are available in the refrigerator.Please pay by PayPay(Electronic Payments) or cash (Japan yen).
- (3) Ancillary service facility hours:
- 2. The time set forth in the preceding paragraph may be changed temporarily if necessary. In that case, we will notify you by an appropriate method.

(Payment of fees)

Article 12 The breakdown of the Accommodation Charges, etc. to be paid by the Guest shall be as listed in the attached Table No.1.

- 2. Payment of the accommodation charges, etc. set forth in the preceding paragraph shall be made in advance, and the optional charges shall be made at the reception counter in the café when requested by the Hotel at the time of check-in or check-out.
- 3. Accommodation charges shall be charged even if the Guest voluntarily does not stay after the Hotel has provided the guest room and made it available for use.

(Responsibility of the facility)

Article 13 The Hotel shall compensate the Guest for damages caused to the Guest in the performance of the Accommodation Contract and related contracts, or due to the failure to perform them. However, this does not apply if it is not due to reasons attributable to this facility.

2. This facility is covered by liability insurance in case of fire, etc.

(Handling when contracted guest rooms cannot be provided)

Article 14 When unable to provide contracted rooms, the Hotel shall, with the consent of the Guest, arrange accommodation of the same standard elsewhere insofar as practicable.

2. When arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, if there are no reasons attributable to this facility for the inability to provide guest rooms, the compensation fee will not be paid.

(Handling of Deposited Articles, etc.)

Article 15 This facility does not handle deposited items. The Company shall not be liable for any loss, breakage or other damage to goods, cash or valuables brought into the Hotel by the Guest.

Please take care of your valuables responsibly.

(Responsibility for parking)

Article 16 When the Guest uses the parking lot of the Hotel, regardless of whether or not the key of the vehicle is deposited, the Hotel shall only lend the space and shall not be liable for the management of the vehicle. However, if the facility intentionally or negligently causes damage in the management of the parking lot, it will be left to the responsibility for compensation.

(Responsibility of the Guest)

Article 1 Article 7 When the Hotel suffers damage due to the intention or negligence of the Guest, the Guest shall compensate the Hotel for the damage.

(Entry into guest rooms)

Article 18 In the following cases, this facility may enter the room without the permission of the guest even after the guest has checked in.

- 1. When providing services such as cleaning and meals (11 a.m. ~ 3 p.m., other communications)
- 2. When it is recognized that there is a risk of an act that violates laws and regulations, terms of use, public order, or good morals, or when it is recognized that the same act has been performed.
- 3. When it is judged that it is necessary to enter the room in accordance with the guidance of the police or fire department
- 4. When it is judged that it is necessary to enter the room for the maintenance of the building, equipment, and the entire facility
- 5. When the Hotel deems it necessary to confirm the safety and ensure the safety of the Guest.

(Lost key / taken home)

Article 20 If you lose or take the key to this facility home, you will be charged 30,000 yen as a key exchange fee.

 $\label{thm:local_Attached} \textbf{Attached Table No.1 Breakdown of Accommodation Charges, etc.}$

(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

Total amount payable by the guest					
	Breakdown				
Accommodation Charges	(1) Basic accommodation charge				
	(room charge (and room charge + food and beverage such as breakfast))				
	(2) Service charge				
Additional charges tax	(1) Additional beverages (excluding those included in (1))				
	(2) Service charge				
Tax	(1) Consumption tax				

Remark 1. The basic accommodation charge is based on the price list posted on the website.

Attached Table No. 2 Cancellation Charges (Ref. Paragraph 2 of Article 6)

Termination Notifications Date of receipt Number of contract	No show	On the day	7 days before	30 days before
1 or more	100%	100%	50%	0%

Notes: 1. The percentage is the ratio of the cancellation charge to the basic accommodation charge.

2. If the number of days contracted is shortened, a cancellation charge for one day (the first day) will be charged regardless of the number of days shortened.

If any of the following items apply, the Facility may change the contents of these Terms (including adding new contents to these Terms) without obtaining the consent of the User.

- 1. When changes to the Terms of Use conform to the general interest of the User.
- 2. When the change of the Terms of Use does not violate the purpose of the contract and is reasonable in light of the necessity of the change, the appropriateness of the content after the change, and other circumstances.

These Terms and Conditions shall be effective from the date of conclusion of these Terms and Conditions. Established on December 1, 2022