HOTEL FUJIZAKURA GENERAL CONDITIONS FOR ACCOMMODATION

Hotel Accommodation Agreement • General Conditions & Provisions

Article 1. Scope of application

1. These Terms of Use and the Hotel Room Rules of Use integral to the Terms of Use (“Hotel Room Rules of Use”) regulate matters concerning the hotel room rental agreement and related agreements that the Hotel concludes with its guests. Matters not stipulated in these Terms of Use are governed by laws and regulations or established common practice.

2. In cases where the Hotel has within the scope consistent with laws, regulations, and common practice agreed to special provisions, such special provisions prevail irrespective of the stipulations of the previous Paragraph.

Article 2. Application to enter into a hotel room rental agreement

1. A party seeking to enter into a hotel room rental agreement with the Hotel must provide the Hotel with the following information.

(1) Name of the guest

(2) Room rental date/s and prospective time of arrival

(3) Contact of the guest

(4) Other information required by the Hotel

2. If a guest makes an application during the hotel room rental period for the continuation of the room rental period beyond the room rental date/s pursuant to Item (2) of the previous Paragraph, the application will be treated by the Hotel as for a new hotel room rental agreement made at that time.

Article 3. Closure of hotel room rental agreements

1. A hotel room rental agreements is closed when the Hotel has approved an application pursuant to the previous Article.

2. When a hotel room rental agreement has been closed in accordance with the previous Paragraph, the hotel room charge for the entire hotel room rental period comes due for payment, either before the commencement of the room rental period or on a date to be specified by the Hotel.

3. Failing payment in accordance with the previous Paragraph of the hotel room charge set out in the previous Paragraph prior to the commencement of the hotel room rental period or by the date specified by the Hotel, the hotel room rental agreement becomes null and void.

Article 4. Refusal of agreement

In any of the following cases, the Hotel reserves the right not to enter into a hotel room rental agreement.

(1) If a hotel room rental application is in non-conformity with these Terms of Use.

(2) If all hotel rooms are occupied and none are available.

(3) If circumstances apply similar to the previous Item, including compelling prospects that hotel rooms will have to be let a preferential basis to disaster victims and recovery crews, etc., due to the outbreak of natural disaster or some other state of emergency.

(4) If an applicant for a hotel room rental agreement or a party seeking to use a rented hotel room is a member, or related to a member, of a criminal organization, a body related to a criminal organization, or other organized crime group stipulated in the Act on the Prevention of Unlawful Acts by Crime Syndicate Operatives and the prefectural ordinances concerning the elimination of crime syndicates.

(5) If a party seeking to rent a hotel room is reasonably likely in connection with use of the hotel room to act in violation of the stipulations of laws and regulations, public order, or good morals.

(6) If a party seeking to rent a hotel room has been clearly identified as a contagious disease carrier.

(7) If in connection with the use of a hotel room the Hotel is required to provide services beyond the generally accepted scope or to incur such other burden.

(8) If a hotel room cannot be provided due to natural disaster, facility breakdown, or some other compelling reason.

(9) If a party seeking to rent a hotel room is intoxicated and disorderly and as a result causes annoyance to other guests or is likely to interfere with the operations of the Hotel or engages in speech and action that cause annoyance to other guests or personnel of the Hotel.

(10) If a party seeking to rent a hotel room is a minor unaccompanied by a guardian.

(11) If an application for a hotel room rental agreement is made for the purpose of transferring the right of use to another party.

(12) In other cases that are relevant to the stipulations of prefectural ordinances and other provisions.

Article 5. Right of the guest to terminate agreement

1. A guest has the right to terminate the hotel room rental agreement by giving notice to the Hotel.

2. When a guest terminates a hotel room rental agreement in part or in total, the Hotel will charge the guest a penalty in accordance with Schedule 2.

3. If a guest, without giving prior notice, fails to appear at the Hotel by the scheduled time of arrival on the room rental date, the hotel is permitted to treat the hotel room rental agreement as terminated by the guest.

Article 6. Right of the Hotel to terminate agreement

1. In any of the following cases, the hotel reserves the right to terminate the hotel room rental agreement.

(1) If a guest is a member, or related to a member, of a criminal organization, a body related to a criminal organization, or other organized crime group stipulated in the Act on the Prevention of Unlawful Acts by Crime Syndicate Operatives and the prefectural ordinances concerning the elimination of crime syndicates.

(2) If a guest engages on the premises of the Hotel in violence, threats, intimidation, undue demands, gambling, possession or use of controlled substances, firearms, swords, and similar articles, or commits acts causing annoyance to other Hotel guests, or other acts in contravention to laws and regulations or public order and morals, or if it is likely that a guest will engage in any of the foregoing.

(3) If a guest is clearly identified as a contagious disease carrier.

(4) If in connection with the use of a hotel room the Hotel is required to provide services beyond the generally accepted scope or to incur such other burden.

(5) If a hotel room cannot be provided due to natural disaster, facility breakdown, or some other compelling reason.

(6) If an act is committed in violation of disaster prevention and fire prevention concerns, such as smoking in bed or tampering with firefighting equipment, etc.

(7) If the right to use the hotel room is transferred or attempted to be transferred to another party.

(8) In cases where hotel room rental agreements are concluded through travel agencies, if receipt of payment of the hotel room charge from the subject agency is unconfirmed.

Unconfirmed payments of hotel room charges include payments made shortly before the end of bank business hours or, unrelated to banks' business hours, payments made through Internet-based banking transactions, when the following day is a bank holiday and the execution of money transfers is therefore unable to be ascertained on that date.

(9) If an act is committed in violation of the Hotel Room Rules of Use.

(10) In other instances that correspond to the stipulations of prefectural ordinances, etc.

2. Except in the cases of Paragraphs 3 and 5 above, hotel room charges are not refundable if a hotel room rental agreement is terminated by the Hotel on the grounds of the stipulations of the foregoing Paragraphs.

Article 7. Registration of hotel guests

Hotel guests are required to register on the room rental date the following information at the Hotel reception.

(1) Name, age, sex, address, and occupation of the guests

(2) In the case of foreign guests, nationality, passport number, port of entry, and date of entry

(3) Departure date and prospective departure time

(4) Previous night's accommodation and travel destination.

(5) Other information required by the Hotel

Article 8. Hours of hotel room use

1. Guests are permitted to use hotel rooms of the Hotel from the check-in time until the check-out time, respectively, set by the Hotel.

Provided, however, that if guests stay for several continuous days, hotel rooms are permitted to be used around the clock except for the days of arrival and departure.

2. Irrespective of the provisions of the previous Paragraph, the Hotel reserves the right to permit the use of hotel rooms during hours other than there prescribed.

In such a case, a premium in the amount stated on website of the Hotel will be charged (consumption tax and service charges included).

The full hotel room charge for one day will be charged if guests overstay the check-in time on the scheduled departure date. The same applies to the usage of hotel rooms on the arrival date before check-out time.

3. While guests are permitted to use hotel rooms during the hours set in the previous two Paragraphs, the Hotel reserves the right to access hotel rooms for purposes of safety and sanitation management and to take necessary measures.

Article 9. Observance of the Hotel Room Rules of Use

Guests must on the premises of the Hotel observe the Hotel Room Rules of Use.

Article 10. Business hours

1. Information on the business hours of the diverse facilities of the Hotel can be obtained from the brochures available at the Hotel, variously located notice boards, and the information booklet furnished in the hotel rooms.

2. Facilities' business hours mentioned in the previous Paragraph are subject to temporary change when necessary or unavoidable. Changes will be advised in good time beforehand.

Article 11. Payment of charges

1. The breakdown of the hotel room charges, etc., payable by guest is stated in Schedule1.

2. Hotel room charges, etc., pursuant to the previous Paragraph are payable at guests' arrival or when requested by the Hotel, in Japanese currency, either by traveler checks accepted by the Hotel, or by hotel voucher, debit card, credit card or other means of settlement accepted by the Hotel, at the reception or other place specified by the Hotel.

Article 12. Liability of the Hotel

In the event that a guest has sustained damages due to failure of the Hotel to perform the hotel room rental agreement or an agreement related thereto, or due to an unlawful act, except if provided otherwise in these terms of us and in case of willful misconduct or gross negligence, the Hotel will provide compensation of up to \100,000 (one hundred thousand yen).

Article 13. Handling of cases when a hotel room cannot be provided

1. If the Hotel is unable to provide a guest with a hotel room as agreed, the hotel room rental agreement becomes null and void.[

Provided, however, that to the extent possible the Hotel will by way of intermediation arrange for a different hotel facility on identical terms.

2. The provisions of the previous Paragraph notwithstanding, if the Hotel is unable by way of intermediation to arrange for a different hotel facility, the Hotel will pay a compensation amount to the guest in accordance with Schedule 3 as an indemnification for damages.

Provided, however, that no compensation will be paid if the inability to provide a hotel room is not attributable to the responsibility of the Hotel.

Article 14. Storage of guests' hand luggage and personal effects

1. The Hotel will provide storage for guests' luggage arriving in advance only if the Hotel was contacted beforehand and has agreed to provide such storage.

2. If guests leave hand luggage or personal belongings behind at the Hotel after checkout, as a rule, such items will be held in storage at the Hotel for a period of seven days after an item is found.

Except, however, that valuables will be taken immediately to the nearest police station.

Furthermore, food, beverages, and magazines not claimed by the day after check-out will be disposed of at the discretion of the Hotel.

3. For the appropriate treatment of forgotten hand luggage or personal effects consistent with the nature of the items therein contained, the Hotel is permitted at its discretion to inspect the content and, as necessity may require, either effectuate the return thereof to the person who left the property behind or arrange for disposal in accordance with the previous Paragraph, which disposal is excluded from the objection of hotel guest.

4. For hand luggage or personal effects of guest held in storage in the cases referred to in Paragraphs 1 and 2, the liability of the Hotel is limited to a compensation up to a maximum amount of \10,000. – except in case of willful misconduct or gross negligence of the Hotel.

Article 15. Treatment of hand luggage during the use of the public bath

1. When using the public bath, valuables including cash (hereinafter referred to "Valuables" in this Article) and room keys must be either deposited at the reception or stored in a locker for valuables which must be used in the correct manner.

2. With regard to the handling of items that are neither stored in a locker for Valuables nor deposited at the reception, the stipulations of Article 14, Paragraph 1, apply.

3. The Hotel accepts no liability for damages sustained due to the theft of Valuables or the unauthorized use of a key to a hotel room by a third party when precautions pursuant to Paragraph 1 where omitted, such that Valuables or room keys were left unattended in a basket in the changing room.

Provided, however, that in cases attributable to the responsibility of the Hotel other than willful misconduct or gross negligence, a compensation up to a maximum of \10,000- will be paid.

Article 16. Liability for parked vehicles

While guests who wish to use the parking area of the Hotel will be provided a parking space, the Hotel assumes not liability for the storage and safekeeping of parked vehicles.

Provided, however, that with regard to the storage and safekeeping of vehicles the Hotel will assume liability if damage is caused due to willful misconduct or gross negligence of the Hotel.

Article 17. Liability of guests

Guests who cause damages to the Hotel due to willful misconduct or gross negligence are liable to compensate the Hotel for such damages.

Article 18. Cleaning of hotel rooms

1. Hotel rooms occupied by a guest for two or more consecutive nights must as a rule be cleaned each day.

2. Guests who hold that such cleaning is unnecessary shall nonetheless comply with such cleaning at least once every three days in consideration of the intents and purposes of laws and regulations and prefectural ordinances, etc.

Provided, however, that the Hotel reserves the right to clean hotel rooms at all times when found necessary.

3. Guests are not permitted to refuse room cleaning pursuant to the previous Paragraph.

Schedule 1 – Method of calculation of hotel room charges (related to Article11)

Breakdown

Hotel room charge	Basic hotel room charge	Room charge and service charge
Supplemental charges	Charges for food and beverages and other usage charges	
Taxes	Consumption taxes, hot-spring taxes	

Notes:

1. Hotel room charges are as shown on the price list displayed in stores, brochures, and on the website.
2. The prescribed number of occupants per hotel room is permitted to be exceeded only in the case of occupants aged up to middle school students.
Except, however, that the Hotel reserves the right to restrict the number of occupants depending on the size, etc., of the hotel room. In this case, the following extra charges are incurred.

1) Middle schooler: 50% of the single-room charge per person
2) Elementary schooler: \1,500
3) Pre-schooler: No charge

3. Associated with the use pursuant to Paragraph 2 are breakfast charges as follows.

1) Elementary schooler and above: Regular charge
2) Pre-schooler: No charge

Schedule 2 – Penalties (related to Article 5)

Number of Persons	Unannounced no show	Reserved date	1 day before the reserved date	2 – 9 days before the reserved date
Up to 10	100%	80%	20%	-
11 or more	100%	80%	50%	10%

Notes:

1. Percentages refer to the penalty portion of the aggregate total of the basic hotel room charge and supplemental charges including charges for co-operative hotel room programs with other operators.
Notably, if the amount calculated in accordance with the cancellation policy of co-operative other operators exceeds the amount calculated based on the above description, the higher amount will be charged as a penalty.
2. If the number of days of an agreement is subsequently reduced, a penalty will be levied only on the first day of the reduction irrespective of the total number of days.
3. If an agreement is cancelled with respect to a number of guests, a penalty will be charged calculated based on the hotel room charge for the number of guests for whom agreements have been cancelled.

Schedule 3 – Compensation (Related to Article 13)

Number of person	Reserved date	1 day before the reserved date	2 – 9 days before the reserved date
Up to 10	100%	20%	-
11 or more	100%	50%	10%

Notes:

1. Percentages refer to the portion of compensation relative to the basic hotel room charge.

■ HOTEL ROOM RULES OF USE

To ensure guests' safe and comfortable usage of the facilities and to preserve the Hotel's public nature, the Hotel has established the following rules which are integral to the Hotel Room Terms of Use.

Violation of these Rules incurs, at the discretion of the Hotel, termination of the hotel room rental agreement pursuant to the stipulations of Article 6 of the Hotel Room Terms of Use.

DETAILS

1. Occupancy of a hotel room by a greater number of occupants than the stipulated number is as a rule not permitted.

If, in the absence of prior application with the Hotel, the number of occupants of a hotel room is found to exceed the number stipulated by the Hotel, usage charges for the number of excess occupants will be billed.

2. The following acts are expressly not permitted on the premises of the Hotel.

(1) Use of heating or cooking implements, laundry iron presses except if provided by the Hotel, and use of such other electrical appliances.

(2) Smoking in bed or other locations of increased fire hazard and smoking outside the designated areas on the Hotel premises

(3) Generating noise such as loud singing diffusing of offensive odors, and committing other acts repugnant and annoying to third parties

(4) Bringing any of the following articles onto the premises of the Hotel

- (a) Animals including birds, etc. (except for guide dogs, etc.)
- (b) Statutory controlled substances including stimulants and narcotics
- (c) Combustible or inflammable explosives and volatile fuels and hazardous chemicals harmful to human health
- (d) Firearms and swords in the absence of a license, and such other articles
- (e) Goods in conspicuously large quantities or of a heavy weight
- (f) Odor-emitting articles
- (g) Refuse or items detrimental to hotel room hygiene
- (h) Items such as electrical appliances or cooking implements intended for use on the premises of the Hotel
- (i) Other items not permitted by the Hotel to be brought into hotel rooms

(5) Acts in violation of public order and morals

(6) Distribution of fliers and other advertisements to other guests

(7) Changing the place of equipment and articles in the Hotel, or to modify, take outside the Hotel, or use such equipment and articles in ways other than originally intended

(8) Leave personal effects outside hotel rooms

(9) Access facilities not intended for use by guests (except are emergencies and unavoidable situations)

(10) Ordering delivery of food and beverages, etc., from establishments other than authorized by the Hotel

(11) Using hair coloring or de-coloring agents, etc., in the bathroom of hotel rooms and in the public bath

(12) Engaging in any other acts detrimental to safety and hygiene on the premises of the Hotel

HOTEL ROOM RULES OF USE (CONTINUED)

3. The following acts are expressly not permitted in hotel rooms.

(1) For–profit activities and usage other than as overnight accommodation

(2) Meetings with external visitors

(3) Posting of photographs or posters on the windows of hotel rooms or other displays disruptive of the exterior appearance of the Hotel

4. The loss of room keys incurs the full cost necessary for the lock change.

5. Use of parking space

(1) Parking is limited to one vehicle per poison.

(2) Parking of medium-large and large vehicles exceeding the parking space for one vehicle is as a rule not permitted except for tour buses and special medical service vehicles.

(3) Guest parking is as a rule limited to the period between arrival and departure times.

(4) Car washing in the parking area is as a rule not permitted.