

GENERAL CONDITIONS FOR ACCOMMODATION

Article 1---Application of Provisions

- 1.1 Accommodation contracts and related contracts to be entered into by this HOTEL shall be in accordance with these Provisions, items not provided for in these Provisions shall be resolved in accordance with the laws and customary practices of Japan.
- 1.2 Notwithstanding the foregoing, this HOTEL may enter into special agreements to the extent that they do not run counter to the spirit of these Provisions and the laws and customary practices of Japan.

Article 2---Rejection of Requests for Accommodation

This HOTEL may refuse to provide accommodation in the following circumstances:

- (1) When the accommodation requested does not come under these Provisions;
- (2) When this HOTEL is fully booked and no guest rooms are available;
- (3) When this HOTEL considers that the person requesting the accommodation is a member of organized crime syndicate, or may with respect to such accommodation possibly act in a manner contrary to the laws of Japan or the maintenance of public order or good morals;
- (4) When this HOTEL considers that the person requesting the accommodation is apparently afflicted with an infectious disease;
- (5) When this HOTEL is requested to bear a special burden with respect to the accommodation;
- (6) When this HOTEL is incapable of providing the accommodation due to natural calamities, damage to its facilities, and/or other unavoidable reasons;
- (7) When this HOTEL considers that the person requesting the accommodation is in the following conditions as provided in Article 11 of Hokkaido Ordinance & No. 4.
 - i) Causing annoyance to other guests due to extreme intoxication or abnormal speech or behavior;
 - ii) Causing discomfort to other guests due to extremely unsanitary personal physical condition or clothing.

Article 3---Clarification of Names, Et Cetera

When this HOTEL has accepted a request for accommodation in advance of the day of intended accommodation (hereinafter called a "reservation") it may request the person making the reservation to clarify the following particulars within a designated period of time:

- (1) Name, sex, address, nationality, and occupation of the guest;
- (2) Other particulars such as are deemed necessary by this HOTEL.

Article 4---Reservation Deposit

- 4.1 When this HOTEL has accepted a reservation it may request the payment of a deposit, limited to the charge for the accommodation for the intended period of stay; provided that if the said period of stay is more than three (3) days, the amount of the said deposit shall be three (3) days' accommodation charge.
- 4.2 The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, then secondly for the cancellation charge under Article 6 and thirdly for reparation under Article 19 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charge as stated in Article 10.
- 4.3 When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 1, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

Article 5---Reservation: Cancellation by Requestor

- 5.1 When the person making the reservation cancels that reservation entirely or in part, this HOTEL may claim breach of contract charges in accordance with the attached addendum ("Provisions for Breach of Contract Charges"); if cancellation was made for only a portion of any group comprising fifteen (15) or more paying members (hereinafter called a "group"), then this Provision shall not apply provided that the cancellations are for ten percent (10%) or less of the group's number (fractions counted as whole) when such cancellations were made by the tenth (10th) day prior to occupancy. When this HOTEL has received the reservation later than this date, then the date of the said receipt shall apply. This HOTEL may consider and treat a reservation as having been cancelled by the person making the said reservation when the guest does not appear by 20:00 of the day of occupancy without contacting this HOTEL (or if the hour of arrival has been specified in advance, then two (2) hours after the said arrival hour).
- 5.2 When a reservation has been considered as cancelled in accordance with the paragraph immediately above, but the guest is able to prove that his failure to appear without contact was due to the delay or non arrival of his train, airplane, or other public conveyance and not to any cause attributable to him, this HOTEL shall not claim the breach of contract charges provided for in paragraph one (1) of this Article.
- 5.3

Article 6---Reservations: Cancellation by this HOTEL

- 6.1 Unless otherwise provided for, this HOTEL is entitled to cancel any reservation in the following circumstances:
 - (1) Upon the occurrence of a situation falling within the purview of paragraphs three (3) through seven (7) of Article Two (2);
 - (2) When the clarification of particulars provided for in subparagraph one (1) of Article Three (3) has been requested but any of the said particulars have not been clarified;
 - (3) When payment of the reservation deposit provided for in paragraph one (1) of Article Four (4) has been requested but the said payment has not been made within the designated period.
- 6.2 When this HOTEL has cancelled a reservation in accordance with the Provisions listed in the paragraph immediately above, it shall refund the reservation deposit received, if any.



Hokkaido Hotel

Article 7---Registration for Accommodation

The guest is requested to register the following particulars with this HOTEL at the front desk on the day of his arrival:

- (1) The particulars provided for in subparagraph one (1) of Article Three (3);
- (2) In the case of foreign guests their passport number and the place and date of their landing in Japan;
- (3) Date and time of expected departure;
- (4) Other particulars such as are deemed necessary by this HOTEL

Article 8---Check Out Time

- 8.1 The time for the guest to vacate the room (check out time) is 11:00
notwithstanding the foregoing, this HOTEL may enter into special agreements to the extent that they do not run counter to the spirit of these
- 8.2 Notwithstanding the Provisions of Paragraph immediately above, this HOTEL may accede to the use of the room beyond the check out time
In such a case, there shall be an additional charge as listed hereunder
 - (1) Up to 13:00 : a quarter (25%) of the room charge;
 - (2) Up to 15:00 : half of the room charge;
 - (3) After 15:00 : the full room charge.

Article 9---Business Hours

Business hours of the facilities of this HOTEL are subject to change, but normally are as follows;

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| (1) Front Desk : open for 24 hours | (5) Lounge : open from 10:00 to 19:00 |
| (2) Restaurant (for breakfast) : open from 7:00 to 10:00 | (6) Bar : open from 17:00 to 21:30 |
| (3) Restaurant (for lunch) : open from 11:30 to 15:00 | (7) Shop : open from 8:00 to 19:00 |
| (4) Restaurant (for dinner) : open from 17:00 to 21:00 | |

More information is available the service information in the guest room.

Article 10---Payment of Bills

- 10.1 Payment of bills is to be made at the front office in Japanese currency, by travelers checks, by coupons, or by credit cards honored by this HOTEL upon the guest's departure or when requested by this HOTEL.
- 10.2 The guest shall be required to pay the full accommodation charge after he starts using the room even if he voluntarily chooses not to stay overnight.

Article 11---Observation of Rules

The guest is requested to observe the rules established by this HOTEL and posted in this HOTEL.

Article 12---Refusal of Continued Occupancy

This HOTEL may refuse the continued occupancy by a guest even for the accommodation period accepted by this HOTEL, in the following circumstances:

- (1) Upon the occurrence of situations falling within the purview of sub-paragraphs three (3) through seven (7) of Article Two (2);
- (2) When the guest does not observe the rules referred to in the article immediately above.

Article 13---Responsibility of this HOTEL

- 13.1 The responsibility of this HOTEL concerning accommodation arises at the time the guest registers at the front desk on the second floor of this HOTEL or when he enters his room, whichever is earlier, and terminates when he leaves his room to depart
- 13.2 When this HOTEL can no longer offer the desired room to the guest due to reasons for which this HOTEL is responsible, this HOTEL shall arrange accommodations of the same or similar standard for the guest at facilities elsewhere. In such a case, this HOTEL shall not make an accommodation charge starting from the day this HOTEL cannot continue to offer the room and thereafter.
- 13.3 This HOTEL shall not be liable for any failure of performance hereunder if occasioned by war, natural calamities, fire, strike, lockout, or any other causes beyond the control of this HOTEL.
- 13.4 Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him by the Hotel and are at his disposal.

Article 14---Handling of Deposited Articles

- 14.1 The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused to goods, cash or valuables deposited at the front desk by the Guest, except in the cases when this has occurred due to causes of *force majeure*.
- 14.2 The Hotel shall compensate the Guest for damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to goods, cash or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the front desk. However, for articles of which the kind and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 150,000 yen.

Article 15---Custody of Baggage and/or Belongings of the Guest

- 15.1 When the baggage of the Guest is brought into the Hotel before his arrival, the Hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the front desk at the time of his check-in.
- 15.2 When the baggage or belongings of the Guest are found left behind after his check-out, and the ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it is found, and after this period, the Hotel shall turn it over to the nearest police station.
- 15.3 The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

Article 16---Governing Language

These Provisions are written both in Japanese and in English. In the event of any inconsistency or difference between the two versions of these Provisions, the Japanese version shall prevail in all respects.

Article 17---Jurisdiction and Applicable Laws

Any dispute arising from or in relation to these Provisions shall be referred to the Japanese court having jurisdiction over the location of this HOTEL and resolved in accordance with applicable Japanese laws.

Article 18---Responsibility Concerning Parking

When the guest parks in a parking lot of this HOTEL, this HOTEL just let the space and shall not bear the responsibility of caring for the car regardless of holding the key in trust. As for managing the parking lot, this HOTEL shall take responsibility for compensation when the guest suffers damage by design or error of this HOTEL.

Article 19---Liability of the Guest

The Guest shall compensate the Hotel for damage caused through intention or negligence on the part of the Guest.

PROVISIONS FOR BREACH-OF-CONTRACT CHARGES

1. Ordinary Guests

- (1) Reservations cancelled on the day prior to the date of intended occupancy; twenty percent (20%) of the first day's accommodation charge per person or per room.
- (2) Reservations cancelled on the day of the intended occupancy; eighty percent (80%) of the first day's accommodation charge per person or per room.
- (3) Without prior notification of cancellation; a hundred percent (100%) of the first day's accommodation charge per person or per room.

2. Group Guests

- (1) Reservations cancelled from nine (9) to two (2) days prior to the date of intended occupancy; ten percent (10%) of the first day's accommodation charge per person.
- (2) Reservations cancelled on the day prior to the date of intended occupancy; twenty percent (20%) of the first day's accommodation charge per person.
- (3) Reservations cancelled on the day of the intended occupancy; eighty percent (80%) of the first day's accommodation charge per person.
- (4) Without prior notification of cancellation; a hundred percent (100%) of the first day's accommodation charge per person or per room.