

TERMS & CONDITIONS FOR ACCOMMODATION CONTRACTS

Article 1. Scope of Application

1. Accommodation Contracts and related agreements to be entered into between this Hotel and the Guest to be accommodated shall be subject to the following Terms & Conditions. Any matters not provided for in this document shall be governed by Japanese laws and regulations, and/or generally accepted practices.
2. If the Hotel has entered into a special agreement with the Guest, as long as such a special agreement does not violate Japanese laws, regulations and generally accepted practices, in spite of the preceding Paragraph, the special agreement shall take precedence over the provisions of the Terms & Conditions.

Article 2. Application for Accommodation Contracts

1. A Guest who intends to apply for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
 - (1) Name of the Guest(s);
 - (2) Date of accommodation and estimated time of arrival;
 - (3) The applicant's name and contact information, the name and contact information of the party paying the Accommodation Charges.
 - (4) Other particulars deemed necessary by the Hotel.
2. If the Guest requests an extension of accommodation beyond the date in subparagraph (2) of the preceding Paragraph during his stay, the request shall be regarded as an application for a new Accommodation Contract.

Article 3. Conclusion of Accommodation Contract and Related Agreement

1. A Contract for Accommodation shall be regarded to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply when it has been proven that the Hotel has not accepted the application.
2. When a Contract for accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay a deposit fee of an amount fixed by the Hotel within the limits of the 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 fee shall initially be allotted to the Total Accommodation Charges to be paid by the Guest, secondarily to the cancellation charges under Article 6 and thirdly to the damage charges under Article 18 and Article 19 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges.

4. When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid.

Article 4. Special Contracts Not Requiring a Deposit Fee

1. In spite of the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no deposit fee after the Contract has been concluded, as stipulated in the same Paragraph.
2. In the case that the Hotel has not requested payment of a deposit fee as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of the payment of the deposit at the time the application for an Accommodation Contract has been accepted, the Hotel shall be treated as having accepted a special contract as prescribed in the preceding Paragraph.

Article 5. Right of Refusal

The Hotel may refuse to conclude an Accommodation Contract under any of the following circumstances:

- (1) When the application for accommodation does not conform to the provisions of the terms and conditions in this contract;
- (2) When the Hotel is fully booked and there are no vacancies;
- (3) When the Guest seeking accommodation is deemed liable to conduct himself/ herself in a manner that will conflict with the laws and regulations or act against the public order or accepted principles of morality in regard to his/her accommodation;
- (4) When the Guest seeking accommodation is a member of or affiliated with a crime syndicate, organized crime group or any antisocial organization as found in the "Act on the Prevention of Unjust Acts by Organized Crime Group Members" (Act No. 77 of 1991);
- (5) When the Guest seeking accommodation is a corporation or other organization whose business activities are under the control of a crime syndicate or organized crime group, or a member thereof;
- (6) When the Guest seeking accommodation is a corporate organization or a member of an organization whose director is proven to be a member of an organized crime syndicate;
- (7) When the words and actions of the Guests seeking accommodation are a nuisance to other patrons;
- (8) When the Guest seeking accommodation has used violence, threats, coercion or blackmail in making unreasonable demands of the accommodation facilities or its employees, or has requested the Hotel to assume an unreasonable burden, or he/she is deemed to have conducted the similar actions in the past;
- (9) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;

- (10) When the Guest seeking accommodation has made unreasonable demands in relation to his/her accommodation;
- (11) When the Hotel is unable to provide accommodation due to natural calamity, malfunction of facilities and/or other unavoidable circumstances;
- (12) When the provisions of Article 5 of the Enforcement Ordinance for the Okinawa Prefectural Hotel Business Law are applicable:
 - *When the Guest seeking accommodation is deemed liable to behave in a manner that will trouble other Guests of the Hotel due to intoxication or extremely abnormal behavior;
 - *When the Guest seeking accommodation is liable to constitute a nuisance to other Guests because of conspicuously unclean personal appearance or clothing.

Article 6. Guest's Right of Cancellation

1. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.
2. In the event the Guest has cancelled the Accommodation Contract in whole or in part due to reasons attributable to the Guest, the Guest shall pay cancellation charges as listed in the Attached Table No. 2.
3. In the event the Guest does not appear by 8 p.m. on the accommodation date (or 2 hours after the expected time of arrival if the Hotel is notified of such in advance) without advance notice, the Hotel may regard the Accommodation Contract as having been cancelled by the Guest.

Article 7. Hotel's Right of Cancellation

1. The Hotel may exercise its right to cancel the Accommodation Contract under any of following circumstances:
 - (1) When the Guest comes to fall under Paragraph 3 through Paragraph 13 of Article 5.
 - (2) When the Guest does not observe the rules prohibiting certain actions specified under the Use Policy stipulated by the Hotel (restrictions deemed necessary in order to prevent fires) such as smoking in bed, smoking in areas other than designated smoking areas and mishandling fire safety equipment.
2. In the event the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any of the services which he/she has not received.

Article 8. Registration

1. The Guest shall record the following details at the Front Desk of the Hotel upon check-in:
 - (1) Name, age, sex, address and name of employer of the Guest(s);
 - (2) Nationality, passport number, port and date of entry to Japan for those guests who are not Japanese citizens;
 - (3) Date and estimated time of departure;

(4) Other details deemed necessary by the Hotel

2. In the case that the Guest intends to pay his/her Accommodation Charges prescribed in Article 12 by any means other than cash in Japanese currency, such as traveler's checks, hotel vouchers or credit cards, such means of payment shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Article 9. Guest Room Occupancy Hours

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 2 p.m. on the day of arrival until 11 a.m. on the day of departure.
2. The Hotel may, in spite of the provisions prescribed in the preceding Paragraph, permit the Guest to extend his/her stay beyond the check out time prescribed in the same Paragraph. In such case, additional charges shall be billed as follows:
 - (1) Until 2 p.m.: 30% of the room charge;
 - (2) Until 5 p.m.: 50% of the room charge;
 - (3) After 5 p.m.: 100% of the room charge.
3. The Hotel will not accept extensions beyond 5 p.m. Checkouts after 5 p.m. will be charged for a full night's stay.

Article 10. Observance of Use Policy

The Guest shall observe the Use Policy established by the Hotel which is posted on the Hotel premises.

Article 11. Hours of Operation

The hours of operation of the Hotel's main facilities are listed below. Information on other facilities in the Hotel are provided in the brochures located throughout the Hotel, notices displayed at various places and service directories in the guest rooms.

- (1) Hotel Entrance: 24 hours
- (2) Front Desk: 24 hours
- (3) Additional Facilities: Please refer to the Hotel Guide.
- (4) The hours of operation specified in the preceding Paragraph are subject to temporary changes.

Article 12. Payment of Accommodation Charges

1. The breakdown of the Accommodation Charges and other charges that the Guest shall pay are listed in the attached Table No. 1.
2. Accommodation Charges as stated in the preceding Paragraph shall be paid at the Front Desk upon the Guest's arrival in Japanese currency, or other means acceptable to the Hotel, such as traveler's checks, hotel vouchers or credit cards.

3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities once such facilities have been made available to him/her by the Hotel.

Article 13. Liabilities of the Hotel

1. The Hotel shall compensate the Guest for damages if the Hotel has caused any damage to the Guest during the fulfillment or nonfulfillment of the Accommodation Contract and/or related agreements. However, this will not apply when damage is due to causes that the Hotel is not liable for.
2. In order to handle cases such as fires and other disasters, the Hotel is covered by Japanese Hotel General Liability Insurance.

Article 14. Policy When A Contracted Room is Unavailable

With the exception of difficult circumstances resulting from natural disasters and other causes, when the Hotel is unable to provide the contracted room(s), the Hotel shall, when it is possible and with the consent of the Guest, arrange alternative accommodations of the same standard for the Guest elsewhere.

Article 15. Liability of Hotel for the Possessions of Guests

1. With the exception of unavoidable causes, the Hotel shall be liable for the loss, damage, or destruction of goods, cash and valuables deposited at the Front Desk by the Guest. However, if the Guest does not provide a clear statement to the Hotel regarding the type and value of items being deposited, the Hotel is liable for a maximum of ¥150,000.
2. The Hotel shall be liable for the loss, damage or destruction of goods, cash and valuables not deposited to the Front Desk only if such loss, damage or destruction results from the willful conduct or negligence of the Hotel. However, in the event the Guest does not provide a clear statement of the value and type of said items in advance, with the exception of losses resulting from willful conduct or gross negligence, the liability of the Hotel shall be subject to an upper limit of ¥150,000.

Article 16. Custody of Baggage and/or Belongings of the Guest

1. When the Guest's baggage arrives at the Hotel before his/her arrival, the Hotel is liable to keep and hand over the items to the Guest at the Reception Desk at the time of his/her check-in only if the Hotel has agreed to do so in advance.
2. After a Guest checks out, and he/she has forgotten their carry on luggage or portable goods, the hotel will try to contact the Guest for further instructions. When the owner cannot be identified or reached, the luggage will be kept for one week before it is taken to the police.

3. Regarding the Hotel's liability for taking custody of belongings or baggage of Guests under the preceding two paragraphs, Paragraph 1 and Paragraph 2 of Article 15 shall apply mutatis mutandis to Paragraph 1 and Paragraph 2 hereof respectively.

Article 17. Liability for Parking

When the Guest uses the parking lot, whether or not he/she has given the keys of the car to the Hotel, the Hotel is lending the space and does not assume custodial responsibility for the car. However, if the car is damaged due to the willful conduct or negligence of the Hotel's management of the parking lot, the Hotel will be liable for damages.

Article 18. Guest Liability

1. The Guest shall compensate the Hotel for any damage caused by willful conduct or negligence of the Guest.
2. Conflicts between or amongst Guests and all damages resulting from these will be borne by the parties concerned.

Article 19. Disclaimer Regarding Computer Communication Services

Please be aware that Guests are liable for any use of computer and cell phone communication from within the Hotel. The Hotel will not be held liable for any possible damage that may be caused by a systems failure or any other reasons while the computer communication services are in use. In addition, the Guest may be required to compensate the Hotel and third parties for any possible damage caused by acts that the Hotel determines are an inappropriate use of the computer communication systems.

Article 20. Governing Language

These terms in this document are provided in both Japanese and English. In the event of a variation or discrepancy between the Japanese and the English version, the Japanese version shall take precedence.

Article 21. Jurisdiction and Applicable Laws

All litigation arising from the Terms & Conditions for Accommodation Contracts and related agreements will be resolved in the courts of the jurisdiction of the Hotel in accordance with Japanese law.

Table No.1: Break down of Accommodation Charges, etc.
(Ref. Paragraph 1 of Article 12)

		Contents
Total Amount to be paid by the Guest	Accommodation Charge	(1) Basic accommodation charge. {Room Charge(or Room Charge + Breakfast, Dinner)} (2) Service Charge [(1) × 10%]
	Extra Charges	(3) Additional Food and Beverages (Other than Breakfast), Other Charges (4) Service Charge [(3) × 10%]
	Taxes	(5) Consumption Tax(Taxes are calculated on ¥1, fractions ignored)

Remarks:

1. The Basic Accommodation Charges of the Hotel shall be stated in the rate sheet shown on the Hotel.
2. Although the Hotel's Accommodation Charges for children are the same as those for adults, expenses will not be charged for children of elementary school age or younger who do not require meals or bedding. However, based on the season or accommodation plan, charges for children and infants may be collected. In such cases, the Hotel will provide notification in a manner it deems appropriate.

Table No.2: Cancellation Charges

(Ref. Paragraph 2 of Article 6)

Number of Guests	No Show	Arrival Day	1 Day Before Arrival Day	2 Days Before Arrival Day	3 Days Before Arrival Day	5 Days Before Arrival Day	7 Days Before Arrival Day	14 Days Before Arrival Day	30 Days Before Arrival Day
1-14	100%	100%	50%	30%	30%				
15-30	100%	100%	50%	30%	30%	30%			
31-100	100%	100%	80%	50%	30%	30%	20%	10%	
100+	100%	100%	80%	50%	50%	30%	30%	15%	10%

Remarks:

1. The percentages signify the cancellation charges versus the full Basic Accommodation Charges.
2. When the reserved number of days is shortened, cancellation charges shall be applied to the first day, regardless of the number of days the accommodation is shortened.
3. When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of persons

booked as of 10 days prior to the stay (when accepted less than 10 days prior to the occupancy, as of the date of acceptance) with fractions, round up to a whole number.