

Accommodation Contract

Article 1 (Scope of Application)

The accommodation contract and related contracts concluded between the Hotel and the guest shall be subject to the provisions of these terms and conditions, and any matters not provided for in these terms and conditions shall be governed by laws and regulations or generally established practices.

2. If the Hotel accepts a special contract within the scope of laws and regulations and practices, the special contract shall take precedence, notwithstanding the provisions of the preceding paragraph.

Article 2 (Application for Accommodation Contract)

Any person who wishes to apply for an accommodation contract with the Hotel shall provide the following information to the Hotel.

- (1) Name of guest
- (2) Date of stay and expected time of arrival
- (3) Accommodation fee (in principle, based on the accommodation fee in Appendix 1)
- (4) Other information deemed necessary by the Hotel

2. If a guest requests to extend his/her stay beyond the date of stay specified in paragraph 2 of the preceding paragraph, the Hotel shall treat this as an application for a new accommodation contract at the time of the request.

Article 3 (Conclusion of Accommodation Contract, etc.)

The accommodation contract shall be concluded when the hotel accepts the application under the previous article. However, this shall not apply if the hotel proves that it did not accept.

2. If the hotel has displayed an incorrect accommodation rate on the Internet site or provided an incorrect accommodation rate by telephone, and the hotel accepts the application for the accommodation rate based on that rate, and the rate is significantly lower than the accommodation rates for the dates before and after that date, the hotel will invalidate the accommodation contract since the acceptance was made by mistake under the Civil Code, unless the rate was indicated or provided as "limited," "special," "campaign," or other reasons for its lower price, and the hotel will promptly notify the customer to that effect.

3. When the accommodation contract is concluded pursuant to the provisions of paragraph 1, the application fee set by the hotel, up to the accommodation rate for the period of stay (3 days if the period of stay exceeds 3 days), shall be paid by the date specified by the hotel.

4. The application fee shall first be applied to the accommodation fee finally payable by the Guest, and in the event of the occurrence of a situation to which the provisions of Articles 6 and 18 apply, it shall be applied in the order of penalty charges and compensation, and the remainder, if any, shall be refunded at the time of payment of the fees as provided for in Article 12.

5. If the application fee stipulated in Paragraph 3 is not paid by the date specified by the Hotel pursuant to the provisions of the same Paragraph, the Accommodation Contract shall become void.

Article 4 (Special Agreement Requiring No Application Fee)

Notwithstanding the provisions of Paragraph 3 of the preceding Article, the Hotel may enter into a special agreement stipulating that the application fee stipulated in the same Paragraph shall not be required after the Contract has been concluded.

2. If, in accepting an application for an Accommodation Contract, the Hotel has not requested the payment of the application fee stipulated in Paragraph 3 of the preceding Article or has not specified a due date for the payment of the application fee, the Hotel shall treat the application as having accepted the special agreement stipulated in the preceding Paragraph.

Article 5 (Refusal to Enter into an Accommodation Contract)

The Hotel may refuse to enter into an accommodation contract in the following cases.

(1) When the application for accommodation does not conform to these terms and conditions.
(2) When the Hotel is fully booked and there are no rooms available.
(3) When the Hotel judges that the person requesting accommodation is likely to behave in a manner that violates the provisions of laws and regulations, the public order, or good morals in relation to his/her stay.

(4) When the Hotel judges that the person requesting accommodation falls under any of the following items (a) to (c).

a. An organized crime group as defined in Article 2, Paragraph 2 of the Law Concerning Prevention of Unjust Acts by Organized Crime Group Members (Law No. 77 of 1991), an organized crime group member as defined in Article 2, Paragraph 6 of the same Law (hereinafter referred to as an organized crime group member), an associate member of an organized crime group, or a person related to an organized crime group, or other antisocial forces.

b. A corporation or other organization whose business activities are controlled by an organized crime group or an organized crime group member.

c. A corporation whose directors include members of organized crime groups.

- (5) When the person requesting accommodation behaves in a manner that causes significant inconvenience to other guests.
- (6) When the person requesting accommodation is, or the hotel deems that there is a possibility of, suffering from a disease that may be contagious to other guests.
- (7) When violent demands are made in relation to accommodation, or when an unreasonable burden is requested in relation to accommodation.
- (8) When accommodation cannot be provided due to natural disasters, malfunction of facilities, or other unavoidable reasons.
- (9) When the case falls under the provisions of the Prefectural Ordinance for Enforcement of the Inns and Hotels Act.
- (10) When a person requesting accommodation makes a request with the concealed intention of seeking personal profit, such as reselling the reserved room or arranging for a fee.
- (11) When a person requesting accommodation has previously caused problems with the Hotel against persons related to the Hotel (including, but not limited to, officers and employees, guests and business partners).
- (12) When the Hotel considers it inappropriate to grant accommodation to a person requesting accommodation for reasons similar to those mentioned above.

Article 6 (Guest's right to cancel the contract)

Guests may cancel the accommodation contract by notifying the Hotel.

2. If the Guest cancels the accommodation contract in whole or in part due to reasons attributable to the Guest (excluding cases where the Hotel has requested payment of the application fee by specifying a due date as provided for in Article 3, Paragraph 3 and the Guest cancels the accommodation contract prior to such payment), the Hotel shall charge a penalty as listed in Appendix 2. However, in cases where the Hotel has accepted a special agreement as provided for in Article 4, Paragraph 1, this shall apply only when the Hotel has notified the Guest of the obligation to pay the penalty when the Guest cancels the accommodation contract, in accepting such special agreement.
3. If a guest does not arrive by 10 p.m. on the day of the stay without contacting the hotel (or by one hour after the expected arrival time if the guest has previously indicated such time), the hotel may, at its discretion, regard the accommodation contract as having been cancelled by the guest and process the matter accordingly. The guest cannot make any claims or demands regarding such decision and processing by the hotel.

Article 7 (Hotel's Right to Cancel Contract)

The hotel may cancel the accommodation contract in the following cases.

(1) When the guest is deemed likely to behave in a manner that violates the provisions of laws and regulations, public order, or good morals in relation to the accommodation, or when the guest is deemed to have behaved in such a manner.

(2) When the guest is deemed to fall under any of the following items (a) to (c).

(a) When the guest is a member of an organized crime group, a gang member, a gang associate member, or a gang affiliate or other antisocial force.

(b) When the guest is a corporation or other organization whose business activities are controlled by an organized crime group or a gang member.

(c) When the guest is a corporation with an officer who is a gang member.

(3) When the guest behaves in a manner that causes significant inconvenience to other guests.

(4) When the hotel determines that the guest is, or may be, infected with a disease that may be contagious to other guests.

(5) When the guest makes violent demands in relation to the accommodation, or is asked to assume an unreasonable burden.

(6) When it is impossible to provide accommodation due to a natural disaster or other force majeure.

(7) When the case falls under the provisions of the Prefectural Ordinance for Enforcement of the Inns and Hotels Act.

(8) When the Guest fails to observe the prohibited actions (limited to those necessary for fire prevention) set forth in the Usage Regulations established by the Hotel, such as smoking in bed, tampering with fire-fighting equipment, etc.

(9) When the Guest causes some kind of problem to those related to the Hotel (including but not limited to officers and employees, guests and business partners, etc.).

(10) When the Hotel considers it appropriate not to permit the maintenance of the Accommodation Contract for any of the above reasons.

2. When the Hotel has cancelled the Accommodation Contract in accordance with the provisions of the preceding paragraph, the Guest shall not be charged for any accommodation services, etc. which have not yet been provided to the Guest.

Article 8 (Accommodation Registration)

Guests must register the following information at the front desk of the Hotel on the day of their stay.

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

(2) For foreigners, nationality, passport number, port and date of entry

(3) Date and scheduled time of departure

(4) Any other information deemed necessary by the Hotel

2. If the guest wishes to pay the fee under Article 12 by a voucher, credit card or other means that can be used instead of currency, they must present these documents at the time of registration under the preceding paragraph, and the Hotel will retain a record of such payment in a manner deemed appropriate by the Hotel. In addition, if the Hotel deems it necessary, the guest may make a deposit of an amount deemed appropriate by the Hotel.

Article 9 (Room Use Time)

The time during which a guest may use a room at the Hotel shall be from the start time (check-in time 15:00) to the end time (check-out time 10:00) determined by the Hotel and presented to the guest when the accommodation contract is concluded. However, in the case of consecutive stays, the room may be used all day except on the arrival and departure days.

2. Notwithstanding the provisions of the preceding paragraph, the Hotel may permit the use of the room outside the hours specified in the same paragraph. In such cases, an additional fee determined by the Hotel and presented to the guest shall be charged.

(1) One night's accommodation fee per room from the check-out time to the check-out date

Article 10 (Observance of the Rules of Use)

Guests must comply with the Rules of Use established by the Hotel and posted within the Hotel.

Article 11 (Business Hours)

The business hours of the Hotel's main facilities will be announced in brochures, notices posted in various places, and the service directory in the guest rooms.

2. The hours set out in the preceding paragraph may be subject to temporary change due to unavoidable circumstances. In such cases, we will notify you by appropriate means.

Article 12 (Payment of Charges)

The breakdown of accommodation charges, etc. to be paid by the guest shall be as set forth in Attached Table 1.

2. Payment of accommodation charges, etc. in the preceding paragraph shall be made at the front desk in currency (yen) or by alternative means such as accommodation vouchers or credit cards at the time of the guest's departure or when invoiced by the Hotel.

3. Accommodation charges shall be charged even if the guest voluntarily does not stay after the Hotel has provided the guest with a room and made it available for use.

Article 13 (Liability of the Hotel)

The Hotel shall compensate the guest for damages caused to the guest through malice or gross negligence in the performance or nonperformance of the accommodation contract and related contracts.

2. The amount of the liability for damages borne by the Hotel under this Agreement (regardless of whether liability is for default, tort or other legal liability) shall be limited to the total amount of accommodation fees, etc. paid by the Guest to the Hotel at the time the damage occurred (excluding the portion equivalent to consumption tax).

3. The Hotel has purchased hotel liability insurance to cover the unlikely event of a fire, etc.

Article 14 (Handling when contracted rooms cannot be provided)

When the Hotel is unable to provide a contracted room to a Guest due to reasons attributable to the Hotel, the Hotel shall arrange alternative accommodations under the same conditions as far as possible. However, this shall not apply if the Guest does not wish to be arranged in this way and wishes to search for alternative accommodations on his/her own.

2. If the Hotel is unable to arrange alternative accommodations despite the provisions of the preceding paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the penalty fee, which shall be applied to the amount of damages. Furthermore, if the inability to provide a room is due to reasons beyond the Hotel's control, the Hotel will not pay compensation.

Article 15 (Handling of Deposited Items, etc.)

If loss, damage or other damage occurs to goods, cash or valuables deposited by a Guest at the Front Desk, the Hotel will compensate for such damage in accordance with the Hotel's insurance policy, in accordance with the provisions of the Commercial Code, except in cases where such damage is due to force majeure.

2. The Hotel will not bear responsibility for loss, damage or other damage caused to goods brought into the Hotel by a Guest but not deposited at the Front Desk. However, if loss, damage or other damage occurs due to malice or gross negligence on the part of the Hotel, the Hotel will compensate for such damage in accordance with the Hotel's insurance policy.

Article 16 (Storage of Guest's Baggage or Belongings)

If the guest's baggage arrives at the hotel prior to the guest's stay, the hotel will store it responsibly only if the hotel has agreed to this before the guest's arrival, and will return it to the guest at the front desk when the guest checks in.

2. If the guest's baggage or belongings are left behind at the hotel after the guest checks out and the hotel discovers them, they will be disposed of as waste and the hotel will have no obligation to store them.

3. In the cases of the previous two paragraphs, the hotel will dispose of the guest's baggage or belongings within approximately seven days. If disposal cannot be handled within the scope of the hotel's regular cleaning services, the hotel will charge the accommodation contract holder for the expenses incurred. In principle, the baggage or belongings will be stored for a certain period of time determined by the hotel, including the day of discovery, and after that, they will be disposed of as waste and the hotel will have no obligation to store them.

If disposal costs are incurred, we will invoice you at a later date.

Article 17 (Guest Liability)

If the Hotel incurs damages due to the Guest's willful or negligent actions, the Guest shall compensate the Hotel for such damages.

2. As smoking is prohibited within the Hotel facilities (except for designated smoking areas), if smoking (electronic cigarettes or heat-not-burn cigarettes) is confirmed in the guest room or within the facilities, the cleaning fee for the room and the compensation for damages for the closure of the room due to smoking shall be as set forth in Appendix 3.

3. If it is determined that the Guest has damaged or taken out of the Hotel's equipment, the Guest shall pay compensation.

Article 18 (Disclaimer)

The Guest shall be responsible for the use of computer communications from within and outside the Hotel (including, but not limited to, the use of the Hotel's network and Internet connection services). The Hotel shall not be liable for any damages suffered by the Guest due to interruption of services due to system failure or other reasons during the use of computer communications, or infection by computer viruses, etc. Furthermore, if a guest causes damage to the hotel or a third party as a result of the guest's use of computer communications, the guest shall compensate for such damage.

Article 19 (Amendments to these Terms and Conditions)

In the following cases, the hotel reserves the right to amend these Terms and Conditions and to change the contents of the accommodation contract without reaching an individual agreement with the guest, by deeming that the amended terms and conditions have been agreed upon.

(1) When the change to these terms and conditions is in the general interest of guests

(2) When the change to these terms and conditions is not contrary to the purpose of the accommodation contract and is appropriate in light of the necessity of the change, the appropriateness of the content after the change, and other circumstances related to the change.

2. When the hotel changes these terms and conditions, it will determine the date when the change will take effect and will notify the hotel of the change to these terms and conditions, the content of the changed terms and conditions, and the date when the change will take effect via the Internet or other appropriate means.

Article 20 (Court of Jurisdiction)

If a dispute arises regarding the accommodation contract and legal proceedings such as litigation become necessary, the Fukuoka Summary Court or the Fukuoka District Court will be the exclusive court of first instance, depending on the amount of the claim.

Schedule 1 Breakdown of accommodation fees (related to Article 2, paragraph 1 and Article 12, paragraph 1)

Total amount to be paid by the customer Accommodation fee ① Basic accommodation fee
(Room fee (and room fee + breakfast and other food and beverages))

Additional fees ② Additional food and beverages (excluding those included in ①)

Taxes A. Consumption tax

B. Accommodation tax (based on the ordinances of each prefecture)

C. Bathing tax (only for hot spring areas)

Notes Based on the revised tax law.

Accommodation Fees

① Room fee (including service charge)

② Food, beverage and other charges

Taxes

① Consumption tax

② Accommodation tax (Fukuoka prefecture) Room fee (①+②): per person/per night

Over 20,000 yen: 500 yen

Less than 20,000 yen: 200 yen

Appendix 2 Penalty Charges (related to Article 6, Paragraph 2)

Notice date for contract termination: No-show Same day The day before

Penalty Charge Ratio 100% 100% 0%

(Note)

1. The percentage is the ratio of the penalty to the accommodation fee (①+②).

However, if there are separate sales price regulations for accommodation plans, etc., these will take precedence.

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

3. In accommodation contracts for accommodation plans sold to groups (15 people or more) and accommodation plans sold on the Internet, etc., penalty regulations separately stipulated by the hotel may apply. In such cases, such penalty regulations will take precedence over these terms and conditions.

Terms of Use

In order to maintain the public nature and safety of the hotel, our guests are requested to refrain from the following clauses in accordance with Article 10 of the accommodation contract.

If you do not abide by the items stipulated in these rules, we may refuse to allow you to continue your stay or use the facilities in the hotel.

● Please refrain from bringing heating or cooking appliances, irons, etc. into the corridors and guest rooms.

● Please refrain from smoking in bed or other places where fires are likely to occur.

● Please refrain from meeting visitors in your room.

● The following organizations and individuals will be denied accommodation and use of the hotel's facilities.

A. Organized crime groups, members of organized crime groups, organizations related to organized crime groups, and those associated with them

B. Those associated with corporations or other organizations whose business activities are controlled by organized crime groups or members of organized crime groups

C. Antisocial organizations, members of antisocial organizations, and those associated with them

D. Those who have engaged in assault, injury, intimidation, blackmail, violent demands, or requests for burdens that exceed reasonable limits, or similar behavior

E. Those deemed to be in danger of causing significant inconvenience to other guests, such as drunk persons

F. Those who fail to immediately stop their behavior after receiving a warning from the hotel about a violation of the hotel's rules of use

(1) If you fall under A through D above, we will refuse you all use of the hotel from that point onwards.

(2) We may refuse accommodation to guests who have a contagious disease or other illness that may cause discomfort or inconvenience to other guests.

- Please refrain from speaking loudly, singing, or being noisy in the building or in your guest room and causing discomfort or inconvenience to other guests.

- Please refrain from bringing the following items into the hallways or guest rooms:

- a) Animals, birds, or other living things or pets.

- b) Excessively large quantities of items.

- c) Items that emit an extremely foul odor.

- d) Items that are easily flammable or combustible, such as gunpowder or volatile oils.

- e) Firearms or swords that are not legally permitted to be possessed.

- Please refrain from gambling or other behavior that disrupts public morals or peace in the corridors or guest rooms, or behavior that may cause inconvenience or discomfort to other guests.

- Please refrain from inviting outsiders into your guest room or allowing them to use the hotel's facilities and items.

- Please refrain from moving or taking out the hotel's facilities or items, or using them for purposes other than their intended purpose.

- Please refrain from attaching foreign objects to the hotel's buildings or facilities, or modifying them in a way that changes their current state.

- Please refrain from distributing advertising materials or selling items to other guests within the hotel.

- Please refrain from leaving personal belongings in the corridors or lobby.

- Please refrain from ordering food and drink delivery.

Schedule 3 (related to Article 17, Paragraph 2)

Cleaning fee for smoking in rooms: 10,000 yen per room (tax included)

Cost for suspending sales of rooms due to smoking in rooms: Number of days rooms are suspended x 10,000 yen (tax included)

Cleaning fee for smoking in common areas of the facility: 50,000 yen

(Note) The number of days rooms are suspended will be the number of days that they are actually suspended from sale at the discretion of the hotel.

However, the maximum is 10 days.