

# Accommodation Contract

## Article 1 – Scope of Application

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01.01. The Accommodation Contract and related contracts to be concluded between our Hotel and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.  
01.02. When our Hotel has agreed to conclude a Special Contract without conflicting with ordinance and established practice, notwithstanding the preceding paragraph, the said Special Contract shall prevail.

## Article 2 – Application for an Accommodation Contract

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02.01. The Guest who intends to apply to our Hotel for an Accommodation Contract will be required to provide our Hotel with the following particulars:

- (1) Name(s) of Guest(s) to be registered.
- (2) Date(s) scheduled for overnight stay and estimated time of arrival.
- (3) Accommodation charge (according, in principle, to the basic accommodation charges described in the attached Schedule I).
- (4) a. Name of those who apply and Contact information  
b. Name of those who pay accommodation charges and Contact information
- (5) Other information considered necessary by our Hotel.

02.02. In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2) above, our Hotel shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

## Article 3 – Conclusion, etc. of the Accommodation Contract

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03.01. The Accommodation Contract shall be considered to have been concluded at the time when our Hotel has accepted the application described in the preceding Article, unless our Hotel has certified that our Hotel has not accepted the said application.

03.02. When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our Hotel shall be paid by the date set by us.

03.03. The Application Money shall first be applied to the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 18 have arisen, to penalty and then to compensation money in this order. If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 12.

03.04. In the case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Hotel has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

## Article 4 – Special Contract Requiring Non-Payment of the Application Money

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04.01. Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Hotel accept a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.

04.02. When accepting an application for an Accommodation Contract, in the case that our Hotel fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and/or in the case that it fails to prescribe the due date for payment of the said Application Money, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

## Article 5 – Refusal of the Conclusion of the Accommodation Contract

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05.01. The following are cases where our Hotel will not accept the conclusion of the Accommodation Contract:

- (1) When application for accommodation is not based on this Contract.
- (2) When there is no room available due to full occupancy.
- (3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
- (4) When the Guest seeking accommodation is considered to be corresponding to the following (a) to (c).
  - (a) The law in respect to prevention, etc. against illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as "gang group"), gang member stipulated by the same law article 2 item 6 (hereinafter referred to as "gang member."), gang group semi-regular members or gangmember related persons and other antisocial forces.
  - (b) When gang group or gang members are associates of corporations or other bodies to control business activities.
  - (c) When a corporate body has related persons to gang members.
- (5) When the guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview.
- (6) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (7) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Hotel.
- (8) When the person requesting Hotel accommodation is obviously intoxicated and could cause severe annoyance to other guests and Hotel staffs or when the person is behaving in such a manner as to be a severe annoyance to other guests and Hotel staffs (based on provisions of Article 5 of The Okinawa Prefectural Ordinance).
- (9) When an applicant tried to stay with false name.

## Article 6 – The Guest's Right to Cancel the Contract

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06.01. The Guest may request our Hotel to cancel the Accommodation Contract.

06.02. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her (which is the case when our Hotel has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in the attached Schedule II, but in the case that our Hotel has accepted a Special Contract described in Article 4, Paragraph 1 this provision shall be applied only to the case where our Hotel has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.

06.03. In the case that the Guest does not arrive by 9 p.m. on the day of an overnight stay without informing our Hotel of a delay (or after the lapse of 2 hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

## Article 7 – The Right of Our Hotel to Cancel the Contract

07.01. The following are cases where our Hotel may cancel the Accommodation Contract:

- (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.
- (2) When the Guest is clearly considered to be corresponding to the following (a)to(c).
  - (a) Gang group, gang group semi-regular members or gang member related persons and other antisocial forces.
  - (b) When a corporate body or other organization where gang groups or gang members control business activities.
  - (c) In a corporate body which has persons relevant to gang member in its board member.
- (3) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview.
- (4) When the Guest is clearly considered to be a patient with an infectious disease.
- (5) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Hotel.
- (6) When the person requesting Hotel accommodation is obviously intoxicated and could cause severe annoyance to other guests and Hotel staffs or when the person is behaving in such a manner as to be a severe annoyance to other guests and Hotel staffs (based on Article 5 of The Okinawa Prefectural Ordinance).
- (7) When an applicant tried to stay with false name.
- (8) When a guest does not submit a guest list despite our request.
- (9) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Hotel (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Hotel.
- (10) When a guest broke the prohibited uses of our use rule.

07.02. In cases where our Hotel has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

## Article 8 – Registration of Accommodation

08.01. The Guest will be required to register the following particulars at the reception desk of our Hotel:

- (1) Name, age, sex, address and occupation and contact information of the Guest (mobile phone number and e-mail address etc.).
- (2) Nationality, passport number, place entered and date entered, in the case of a foreign guest.  
We will take a copy of the passport for identity verification.
- (3) Scheduled date and time of departure.
- (4) Other particulars considered necessary by our Hotel.

08.02. In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., he/she will be required to show them at the time of registration described in the preceding Paragraph.

## Article 9 – Time Allowed for Use of the Guest room

09.01. The time allowed for the Guest to use the guest room of our Hotel shall be from 3 p.m. till 11 a.m. of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.

09.02. Notwithstanding the provision of the preceding Paragraph, there are cases where our Hotel may accept the use of the guest room in hours other than those specified in the preceding Paragraph, in which case an additional charge (service charge included, tax not included) will be required as specified in the Attached Table below. For use of room after 3 p.m., the sale rate of the day on our web site for one night stay will be applied.

until one hour excess	until two hours excess	until three hours excess	until four hours excess	four hours excess or more
¥4,000	¥6,000	¥8,000	¥10,000	one night stay rate on the corresponding day

## Article 10 – Compliance of the Rules of Use of the Hotel

10.01. While staying in our Hotel, the Guest will be required to comply with the Rules of Use posted inside our Hotel as prescribed by us.

## Article 11 – Business Hours

11.01. The business hours of principal facilities in our Hotel shall be as follows. Details of the service hours of other facilities are explained in the pamphlet provided, displays at major points inside our Hotel, and the service directory provided in each guest room.

- (1) reception desk service 24 hours

11.02. The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

## Article 12 – Payment of Charges

12.01. The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached Schedule I.

12.02. A deposit or credit card print will be requested upon arrival.

12.03. Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Hotel, such as accommodation coupon, credit card, etc., at the reception desk at the time when the Guest departs from our Hotel or is charged by our Hotel.

12.04. In the case that the Guest has not stayed at our Hotel at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

12.05. The guest shall pay when the total cost of accommodation, food and beverage, etc., to be paid by guests exceeds ¥50,000 and we notify the guest in advance.

### Article 13 – Responsibility of Our Hotel

13.01. In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.

13.02. Our Hotel is covered by the Hotel liability insurance to cope with emergencies in the case of fire, etc.

### Article 14 – Handling In Case the Guest Room Contracted Is Not Available

14.01. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Hotel shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.

14.02. Notwithstanding the provision of the preceding Paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to him/her a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

### Article 15 – Handling of Checked Articles, etc.

15.01. When the articles, cash and/or valuables checked by the Guest at the reception desk have been lost or damaged, our Hotel shall compensate for the damage, unless the loss or damage has been caused by force de majeure. However, in the case of cash and valuables, when the Guest did not clearly reported the kind and value of such cash and valuables despite our request, we shall compensate for the damage up to the maximum amount of ¥50,000.

15.02. When the Guest has brought articles, cash and/or valuables into our Hotel but has not checked them at the reception desk and their loss or damage was caused due to our intent or negligence, we shall compensate for the damage. However, when the Guest has not clearly reported to us beforehand the kind and value of such items, we shall compensate for the loss or damage up to the maximum amount of ¥50,000 unless the damage has caused intentionally or gross negligently by us.

### Article 16 – Custody of the Baggage or Personal Belongings of the Guest

16.01. When the baggage of the Guest has arrived at our Hotel prior to his/her arrival, our Hotel will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the reception desk.

16.02. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, our Hotel shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our Hotel shall keep them for 1 month, and shall deliver them to a police station near our Hotel after a lapse of 1 month. However, for fresh food and eatables and drinkables, the storage period is three days after guest's departure.

16.03. Our responsibility of the storage of the guest's baggage or belongings of the preceding two paragraphs are as set forth in the preceding article paragraph 1 in the case of this article paragraph 1 and as set forth in the preceding article paragraph 2 in the case of this article paragraph 2.

### Article 17 – Responsibility for Parking

17.01. When the Guest uses the parking area of our Hotel, our Hotel only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our Hotel has been asked to keep the key to the vehicle. However, our Hotel shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently on our side while keeping the parking area under our control.

### Article 18 – Responsibility of the Guest

18.01. In the case that our Hotel has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to our Hotel for the said damage regardless of the amount.

**Table 1: Breakdown of Accommodation Charge (concerning Article 2-1 and 12-1)**

Total amount to be paid by a guest	Accommodation charge	(1) Accommodation charge (room charge) (2) Service charge ((1) specified rate)
	Additional charges	(3) Food and beverage charge or Additional food and beverage (including breakfast) and The total of other charges (4) service charge ((3) specified rate)
	Tax	a: consumption tax

Note 1 The accommodation fee changes according to the season and the demand fluctuation.

**Table 2: Penalty (concerning Article 6-2) for Hotels**

Day When Cancellation Notice Received		No show	Accommodation Day	1 Days Prior to Accommodation Day	7 Days Prior to Accommodation Day	14 Days Prior to Accommodation Day	30 Days Prior to Accommodation Day	60 Days Prior to Accommodation Day	90 Days Prior to Accommodation Day
Number of the reserved rooms	Partial cancel	Up to 10 rooms	100%	80%	20%	10%	—	—	—
		More than 11 rooms	100%	80%	30%	20%	10%	—	—
	All cancel	Up to 10 rooms	100%	80%	50%	20%	10%	—	—
		More than 11 rooms	100%	100%	80%	70%	50%	30%	20%

1. Percentage is the ratio of penalty fee to the contract accommodation fee.

2. When the number of contract days get shortened, the guest shall pay the penalty fee for one day (first day) regardless of the number of the days.

3. We may charge additional penalties for certain dates specified by us.

## Rules of Use

In order to make all guests' stay safely and comfortably, we have established the following Use Rules based on Article 10 of the Accommodation Clause. Please observe these rules during your stay. If a guest does not observe this rule, we will cancel the accommodation contract and all the related agreements in accordance with Article 7 paragraph 1 of the Accommodation Clause. Please note that, in that case, we will refuse to use the hotel facilities in the future and the guest shall bear all the damages that we suffered.

### ■About use of guest room and facilities in the building

- (1) The evacuation route map is displayed on the entrance door of guest room. Please be sure to check the nearest emergency exit and evacuation route after arrival. Emergency flashlights are provided inside the room table.
- (2) Room doors of our hotel are automatically locked. When you go out of your room, please be sure to bring your room card key and check the lock.
- (3) Please be sure to lock the key and door guard while staying your room and sleeping. Especially when you go to bed, please make sure to lock the windows and the balcony when the typhoon approaches. If you do not wish to allow outsiders to enter your room, please indicate "Do not Disturb". However, please note that in this case your room will not be cleaned.
- (4) When someone knocks at the door, please be sure to open the door with the door guard on or check outside from the door scope. In addition, please do not open the door carelessly when a suspicious person visit your room and immediately contact the reception desk.
- (5) We will charge the actual cost and expenses for damage, loss and take-aways of facilities and equipment of inside and outside of the building.
- (6) We do not accept stays by only minors unless they have written permission from their parents.
- (7) If you wish to use the restaurant in our hotel by signature, please present a card key or a hotel card that shows the room number.
- (8) Please return all card keys at the time of check out. We will charge the actual cost of ¥2,000(excluding consumption tax) per one card key for loss, stains, damage and take-aways of the card keys.

### ■About payment etc.

- (1) Deposit or credit card print will be requested upon arrival.
- (2) If you wish to extend the reserved number of nights, please pay for the previous stay.
- (3) Please pay the bill at reception desk when you leave. Please note that you may be required to pay the bill even while you are staying.
- (4) We do not accept traveler's check ('Traveller's check') and check.
- (5) We do not accept cashing of credit cards, travel coupons and other coupons, etc.
- (6) We do not do temporary payment for the payment that our guest is required to pay.
- (7) We do not receive package by payment on arrival or cash on delivery.
- (8) As we are adding the prescribed service fee, we refuse tips.

### ■About management and receipt of valuables

- (1) Please use the safe (free of charge) in your room for storing cash and other valuables during your stay. Please note that we are not responsible for any loss or theft. Also, please note that we do not accept art works and antiques.
- (2) Please make sure not to leave your belongings even in a short time in public spaces such as the lobby, corridors and restaurants.
- (3) We will keep lost properties in our hotel for a certain period of time based on Article 16 of the Accommodation Clause and thereafter will treat them based on the Lost and Found Act.
- (4) We will keep goods at our reception desk for up to 7 days. If we haven't heard nothing after 7 days, we will treat them pursuant to the preceding paragraph as having no intention of taking over. However, for fresh food and eatables and drinkables, the storage period is three days.

### ■About gangs and gangsters and those likely to reveal public order

- (1) We do not accept the use of our hotel by the designated gangs and designated gang members prescribed in The law concerning prevention of unlawful activities by gang (Effective March 1, 1992) . If we find it after a reservation or during their stay, their use will be refused at that time.
- (2) We do not accept the use of our hotel by anti-social groups and anti-social group members (such as gangs and extremist groups and their members). If we find it after a reservation or during their stay, their use will be refused at that time.
- (3) If we find violence, intimidation, depression, intimidating unfair claims or similar acts, we will immediately refuse the use of our hotel. We also refuse the use of our hotel by those who did the same acts in the past.
- (4) We will immediately refuse the use of our hotel when we find that a guest may cause danger, fear or anxiety to other guests and hotel employees due to having difficulty in securing his or her own safety because of diminished capacity and self loss due to drugs etc.
- (5) In addition, we will refuse the use of our hotel when we find acts similar to the above items.

### ■Prohibited matters

We prohibit the following matters at our hotel. Please pay special attention when staying.

- (1) Acts that cause fire

Especially smoking in bed, heating in the room, use of fire such as cooking is strictly prohibited.

- (2) Entering facilities dedicated to employees such as emergency stairs  
Except in emergencies or unavoidable cases. In that case, please follow the guidance of the hotel staff.

- (3) Smoking in the non-smoking room

Non-smoking including the balcony. We will charge ¥20,000 (excluding consumption tax) as the cost to restore the room when we find smoking.

- (4) Going out with slippers in the room

Please use slippers only in the room.

- (5) Going out in over-exposed skin outfit

Please wear a jacket when walking around in the building heading to the pool

- (6) Entry to guest room areas other than hotel registrants

Please use the lobby or restaurant to meet with visitors

- (7) Transference of the equipment that can not be restored by guests themselves

- (8) Display items by windows or on balcony that may impair the safety or disfigure our hotel

Please do not hang laundry clothes, swimwear, etc. on the handra balcony.

- (9) Bringing animals into our hotel premises excluding guide dogs, service dogs and hearing dogs based on Article 2 of the Law Concerning Assistance Dogs for the Disabled.

- (10) Bringing explosives, flammable substances such as volatile oil, flammable substances, offensive odors and substances that emit strong odors into our hotel premises

- (11) Bringing items (guns, swords, drugs, etc.) that are prohibited to be possessed by law into our premises

- (12) Bringing huge amount of goods beyond the common sense into our premises

- (13) Bringing foods and drinks from outside of our hotel, and ordering to outside

- (14) Conduct sales or assembly in the room without prior permission

- (15) Installing or remodeling a product in guest room without prior permission

- (16) Distributing advertising materials, sale goods, solicitation etc. without prior permission

- (17) Shooting for business purposes in the building without prior permission

- (18) Gambling, corrupting public morals, or any other behavior that may bother other guests and our hotel employee