

CONTRACT

This contract is concluded between the "Guest" and "TSUMAGOI RESORT SAI NO SATO" (hereinafter I mention a "Hotel").

Scope of application

•Article1

- 1.Contracts for Accommodation and related agreements to be entered into between this Hotel and the Guest to be accommodated shall be subject to these Terms and conditions. And any particulars not provided for herein shall be governed by laws and generally accepted practice.
- 2.In the case when the Hotel has entered into a special contract with the guest insofar as such special contract does not violate laws and regulation and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

Application for Accommodation contracts

•Article2

- 1.A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the following particulars:
 - (1)Name and contact information of the Guest(s);
 - (2)Date of accommodation and estimated time of arrival;
 - (3)Accommodation Charge (based, in principle, on the Basic Accommodation Charge listed in the Attached Table No.1); and
 - (4)Other particulars deemed necessary by the Hotel.
- 2.In the case when the Guest requests, during his/her stay, extension of the accommodation beyond the date in subparagraph(2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

Conclusion, etc. of Accommodation Contract

•Article3

- 1.A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Articles. However, the same shall not apply where it has been proved 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 an accommodation deposit fixed by the Hotel within the limits of Basic Accommodation Charge 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 shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charge as stated in Article 12.
- 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. However, the same shall apply only in the case where the Guest is thus informed by the Hotels when the period of payment of the deposit is specified.

Special Contract Requiring No Accommodation Deposit

•Article4

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

Refusal of Accommodation Contract

•Article5

- 1.The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases
 - (1)When the application for accommodation does not conform with the provisions of these Terms and Conditions;
 - (2)When the Hotel is fully booked and no room is available;
 - (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 gang member 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 is behaving in such a manner as to be an annoyance to other guests;
 - (6)When the Guest seeking accommodation can be clearly detected as carrying infectious disease;
 - (7)When a violent action is carried out, or the Hotel is demanded to assume a burden beyond reasonable purview in regard to the Guest's accommodation;
 - (8)When the Hotel is unable to provide accommodation due to natural calamities, dysfunction of the facilities and other unavoidable causes; or
 - (9)When the Ordinance issued by Prefecture is applicable.

The Right to Cancel Accommodation Contract by the Guest

•Article6

- 1.The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.
- 2.In the case when the Guest has cancelled the Accommodation Contract in whole or in part due to cause for which the Guest is liable (except in the case when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancellation charges as listed in the Attached Table No.2. However, in the case when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.
- 3.In the case when the Guest does not appear by 8:00 p.m. of the accommodation date (2hours after the expected time of arrival if the Hotel is notified of it) without an advance notice, the Hotel may regard the accommodation contract as being cancelled by the Guest.

The Right to Cancel Accommodation contract by the Hotel

•Article7

- 1.The Hotel may cancel the Accommodation Contract under any of the following cases;
 - (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 the Guest is behaving in such a manner as to be an annoyance to other guests;
 - (4)When the Guest can be clearly detected as carrying an infectious disease;
 - (5)When a violent action is carried out, or the Hotel is demanded to assume a burden beyond reasonable purview in regard to the Guest's accommodation;
 - (6)When the Hotel is unable to provide accommodation due to natural calamities and other causes of force majeure;
 - (7)When the Guest does not observe prohibited actions such as smoking in bed, mischief to the fire-fighting facilities and other prohibitions of the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires);
 - (8)When the Ordinance issued by Prefecture is applicable.
- 2.When the Hotel has canceled the Accommodation Contract based on the provisions of the preceding Paragraphs, the Guest shall not pay charges for service not provided by the Hotel.

Registration of Accommodation

•Article8

- 1.The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation:
 - (1)Name, age, gender, address and occupation of the Guest(s);
 - (2)Except Japanese, nationality, passport number, port and date of entry in Japan;
 - (3)Date and estimated time of departure; and
 - (4)Other particulars deemed necessary by the Hotel.
- 2.In the case when the Guest intends to pay the Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Occupancy Hours of Guest Rooms

•Article9

- 1.The Guest is entitled to occupy the contracted guest room of the Hotel from 2:00 p.m. till next 11:00a.m. the following day. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the days of arrival and departure.
- 2.The Hotel may, notwithstanding the provisions prescribed in preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows:
 - (1)Stay within 3 extra hours...50% of the room rate
 - (2)Stay within 6 extra hours...80% of the room rate
 - (3)Stay over 6 extra hours...100% of the room rate
- 3.The room rate prescribed in preceding Paragraph shall be equivalent to 70% of the standard rate.

Compliance of the Rules of Use of the Hotel

•Article 10

Compliance of the Rules of Use of the Hotel Article 10

- 1.While staying in the Hotel, the Guest shall be required to comply with the Rules of Use posted inside the Hotel as prescribed by us.

Business Hours

•Article 11

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

(1) Service Hours of Front Desk, Cashier, etc.:

(a) Curfew.....None

(b) Front Service.....24 hours open

2.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.

Payment of Accommodation Charges

•Article 12

1.The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table No.1

2.Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or other means acceptable by the Hotel such as coupons or credit cards at the front desk at the time of the departure of the Guest or upon request by the Hotel.

3.Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities which the Hotel has offered and made available for the Guest.

Liabilities of the Hotel

•Article 13

1.The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the breach of the Accommodation Contract and related agreements. However, the same shall not apply in case where such damage has been caused due to reasons for which the Hotel is not liable.

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

Handling when unable to provide Contracted Rooms

•Article 14

1.The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.

2.When arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

Handling of Checked Articles, etc.

•Article 15

1.When the articles, cash and/or valuables checked by the Guest at the front desk have been lost or damaged, the Hotel shall compensate for the damage, unless the loss or damage has been caused by force majeure. However, in the case of cash and valuables, the Hotel shall do so only when the Guest has clearly reported the kind and value of such cash and valuables at our request. Otherwise the Hotel shall compensate for the damage up to the maximum amount of 150,000 yen.

2.When the articles, cash and/or valuables, which the Guest has brought into the Hotel but has not checked at the front desk, have been lost or damaged, the Hotel shall compensate for the loss or damage if caused intentionally or negligently on our part. However when the Guest has not clearly reported to us beforehand the kind and value of such items lost or damaged, the Hotel shall compensate for the loss or damage up to the maximum amount of 150,000 yen.

Custody of Baggage and Belongings of the Guest

•Article 16

1.When the baggage of the Guest is brought into the Hotel before his/her 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/her check-in.

2.When the baggage or belongings of the Guest is found left after his/her check-out, and the ownership of the article is identified, the Hotel shall inform the owner of the article left and ask for further instructions. However, when no instruction is given to the Hotel by the owner or when the ownership is not identified, 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.

3.The responsibility of the Hotel regarding the custody of the Guest's baggage or belongings in the case of the preceding two Paragraphs shall conform to the provision of the preceding Article, Paragraph 1 in the case of Paragraph 1 of this Article, and to the provision of the preceding Article, Paragraph 2 in the case of the preceding Paragraph 2 of this Article.

Responsibility for Parking

•Article 17

1.When the Guest uses the parking area of the Hotel, the Hotel only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not the Hotel has been asked to keep the key to the vehicle. However, the 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.

Responsibility of the Guest

•Article 18

1.In the case that the Hotel has suffered damage due to the intention or fault of the Guest, the Guest shall be required to compensate to the Hotel for the said damage.

Table 1 Method of Calculation of Accommodation Charge (concerning Article 2-1 and 12-1)

Total amount to be paid by the guest	Accommodation charge	(1) Basic accommodation charge (Room charge & breakfast/dinner) (2) Service charge [(1) x 10%]
	Additional charge	(3) Additional food & drink charge (except for those included in (1))and other charges (4) Service charge [(3) x 10%]
	Tax	Consumption tax , Bathing tax

Remarks(If the tax law has been revised, it shall be determined by the corresponding law.)

1. Basic accommodation charge is based on the tariff displayed at the front desk.
2. Children's rate is applicable to elementary school students and under. 70% of adult rate will be charged for a child with regular meals and bedding. 50% of adult rate will be

charged for a child with children's meals and bedding. 30% of adult rate will be charged for a child with bedding only.

3. An additional charge will be required for a toddler with no meals or bedding.

Table 2 Penalty (concerning Article 6-2)

Day of Cancellation	No Show	Accommodation Day	1 day prior	2 days prior	3 days prior	5 days prior	6 days prior	7 days prior	8 days prior	14 days prior	15 days prior	30 days prior
Number of guests (from 1 to 14)	100%	100%	50%	30%	30%	—	—	—	—	—	—	—
Number of guests (from 15 to 30)	100%	100%	50%	30%	30%	30%	—	—	—	—	—	—
Number of guests (from 31 to 100)	100%	100%	80%	50%	30%	30%	20%	20%	10%	10%	—	—
Number of guests (101 or more)	100%	100%	80%	50%	50%	30%	30%	30%	15%	15%	10%	10%

• Note:

1.The percentage is the percentage of the Penalty against the Basic Accommodation Charge.

2.In the case that the number of days for accommodation has been reduced, Penalty for One Day (first day) shall be charged, regardless of the number of days reduced.

3.In the case that the Accommodation Contract has been cancelled for a part of the Group

(consisting of 15 members or more), the Penalty shall not be charged for the number of the Group members equal to 10% (a fraction to be evened up) of the total number of the Group members booked for accommodation as of 10 days prior to the first day of occupancy (or the day when the Accommodation Contract has been accepted in less than 10 days prior to the first day of occupancy).