

Terms and Conditions for Accommodation

【 Takinoyu Hotel Co., Ltd.】

(Scope of Application)

Article 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. Any particulars not provided herein shall be governed by laws and regulations ("laws and regulations," or those based on laws and regulations. The same shall apply hereinafter) and/or generally accepted practices.

2. In the case when our Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and generally accepted practices the special contract shall take precedence over the provisions of these Terms and Conditions, notwithstanding the preceding Paragraph.

(Application for Accommodation Contract)

Article 2. A Guest who intends to make an application for an Accommodation Contract with our Hotel shall notify our Hotel of the following particulars:

- (1) Name of the Guest(s).
 - (2) Date of accommodation and estimated time of arrival.
 - (3) Accommodation charges (based in principle on the Basic Accommodation Charges listed in the Attached Table No. 1).
 - (4) Other particulars deemed necessary by our Hotel.
2. If Guests request to extend their stay, during their stay, 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 of Accommodation Contracts, etc.)

Article 3. A Contract for Accommodation shall be deemed to have been concluded when our Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that our 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 set by our Hotel within the limits of 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 our Hotel.
3. The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, secondly for cancellation charges under Article 6 and thirdly for reparations under Article 18 as applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 12.
4. If the Guest fails to pay the deposit by the date as stipulated in Paragraph 2, our Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by our Hotel when the period of Payment of the deposit is specified.

(Special Contracts Requiring No Accommodation Deposit)

Article 4. Notwithstanding the provisions of Paragraph 2 of the preceding Article, our 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 our Hotel has not requested payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as though our Hotel has accepted a special contract prescribed in the preceding Paragraph.

(Request for cooperation in infection control measures at facilities)

Article 4-2. Our Hotel may request cooperation from the person who intends to stay at our Hotel in accordance with the provisions of Article 4-2, Paragraph 1 of our Hotel Business Act (Act No. 138 of 1948).

(Refusal of Accommodation Contracts)

Article 5. Our Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that our Hotel may refuse accommodation in cases other than those listed in Article 5 of our Hotel Business Act.

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions.
- (2) When our Hotel is fully booked and there is no vacancy.
- (3) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.
- (4) When the person who intends to stay at this hotel is deemed to fall under any of the following items (a) through (c).
 - (a) Organized Crime Groups as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991) (hereinafter referred to as "Organized Crime Groups"), members of organized crime groups as defined in Article 2, Item 6 of the same article (hereinafter referred to as "Members of Organized Crime Groups"), associate members of organized crime groups or persons related to organized crime groups, or other antisocial groups.
 - (b) When the person is a organized crime group or a corporation or other organization whose business activities are controlled by a organized crime group or a member of an organized crime group.
 - (c) A person who is a juridical person and one of its officers falls under the category of an organized crime group member.
- (5) When the person is behaving in such a manner as to be an annoyance to other guests.
- (6) When a person who intends to stay at this hotel is a patient, etc. of a specified infectious disease as defined in Article 4-2, paragraph 1, item 2 of our Hotel Business Act (hereinafter referred to as "patient, etc. of specified infectious disease").
- (7) When a violent act of demand is committed or a burden exceeding a reasonable range is demanded with regard to accommodation (Excluding cases where the person seeking accommodation requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act (Act No. 65 of 2013. Hereinafter referred to as the "Act on Elimination of Discrimination against Persons with Disabilities") on Promotion of Elimination of Discrimination on the Basis of Disability.).
- (8) When the person who intends to stay in our Hotel has repeatedly made a request to our Hotel

as specified in Article 5-6 of the Enforcement Regulations of our Hotel Business Act as a request whose burden is excessive in its implementation and which may seriously impede the provision of accommodation-related services to other guests.

(9) When our Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.

(10) When the case falls under the provisions of Article 5 of the Yamagata Prefectural Ordinance

(Explanation of refusal to conclude a contract of accommodation)

Article 5-2. The person who intends to stay may request our Hotel to explain the reasons for its refusal to enter into a contract of accommodation in accordance with the preceding article.

(Right to Cancel Accommodation Contracts by the Guest)

Article 6. The Guest is entitled to cancel the Accommodation Contract by notifying our Hotel.

2. If the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when our Hotel has requested payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before 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 payment of cancellation charges in case of cancellation by the Guest.

3. If the Guest does not appear by 8 pm. of the accommodation date (without advance notice hours after the expected time of arrival if our Hotel is notified), our Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contract by our Hotel)

Article 7. Our Hotel may cancel the Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of our Hotel Business Act.

(1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation.

(2) When it is recognized that the Guest falls under any of the following items (a) through (c).

(a) When the Guest is a crime group, a member of a crime group, a quasi-constituent of a crime group, or a person related to a crime group, or any other antisocial group.

(b) When the Guest is a juridical person or other organization whose business activities are controlled by a crime group or a member of a crime group.

(c) when the Guest seeking accommodation is a corporation which any of directors are proven to be a member of an organized crime group.

(3) When the Guest is behaving in such a manner as to be an annoyance to other guests.

(4) When the Guest is a patient, etc. of specified infectious disease.

(5) When the Guest who intends to stay at the accommodation commits a violent demand act or asks for a burden exceeding a reasonable range with regard to the accommodation (except when the guest requests the removal of social barriers as provided in Article 7, paragraph 2 or Article 8, paragraph 2 of the Act on Elimination of Discrimination against Persons with Disabilities).

(6) When the Guest repeatedly makes a request to this hotel that is so burdensome in its

implementation that it may seriously impede the provision of accommodation-related services to other guests, as specified in the Article 5-6 of the Enforcement Regulations of our Hotel Business Act.

- (7) When our Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
 - (8) When the case falls under the provisions of Article 5 of the Yamagata Prefectural Ordinance
 - (9) When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities and otherwise breaches Hotel Regulations stipulated by our Hotel (restricted to particulars deemed necessary in order to avoid causing fires).
2. If our Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, our Hotel shall not charge the Guest for any of the services during the contractual period he/she has not received.

(Explanation of Cancellation of Accommodation Contract)

Article 7-2. In the event that our Hotel cancels the accommodation contract in accordance with the preceding article, the Guest may request an explanation of the reasons for such cancellation.

(Registration)

Article 8. The Guest shall register the following particulars the Front Desk of our Hotel on the day of accommodation:

- (1) Name, address, and contact information of the Guest(s).
 - (2) Nationality and passport number for foreigners who do not have a domicile in Japan.
 - (3) Other particulars deemed necessary by our Hotel.
2. In the case when the Guest intends to make payment of the charges in accordance with Article 12 by any means other than Japanese currency, such as traveler's checks, coupons, credit cards, etc., these credentials shall be shown in advance at the time of registration in accordance with the preceding paragraph.

(Occupancy Hours of Guest Rooms)

Article 9. The Guest is entitled to occupy the contracted guest room of our Hotel from 3 pm. on the day of arrival to 10 am on the following morning. However, in the case when the Guest is accommodated continuously, the Guest may occupy the guest room all day, except for the days of arrival and departure.

2. Our Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the guest room beyond the time prescribed in the same Paragraph, in this case, extra charges shall apply as follows.
- (1) Up to 3 hours: 30 % of the equivalent room charge (or 1/3 of the room charge).
 - (2) Up to 6 hours: 60 % of the equivalent room charge (or 1/2 of the room charge).
 - (3) 6 hours or more: 100% of the room charge (100 % of the equivalent room charge).
- (3. The amount equivalent to the room charge in the preceding paragraph shall be 70% of the basic room charge.)

(Observance of Hotel Regulations)

Article 10. The Guest shall observe our Hotel Regulations established by our Hotel. Hotel Regulations are posted within the premises of our Hotel.

(Business Hours)

Article 11. The operating hours of the main facilities and other details about the operating hours of additional facilities will be provided in the pamphlet, posted in various locations, and included in the information within the guest rooms.

2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable circumstances of our Hotel. In such cases, the Guest shall be informed by appropriate means.

(Payment of Accommodation Charges)

Article 12. The explanation of 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 at Front Desk at the time of the Guest's departure or upon request by our Hotel in Japanese currency. Other means acceptable to our Hotel are traveler's cheques, coupons and credit cards.
3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by our Hotel.

(Liabilities of our Hotel)

Article 13. Our Hotel shall compensate the Guest for damage if our Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases where such damage has been caused due to reasons for which our Hotel is not liable.

2. Our Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

(Handling when Unable to Provide Contracted Rooms)

Article 14. Our 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, our Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to reparations. However, when our Hotel cannot provide accommodation due to causes for which our Hotel is not liable, our Hotel will not compensate the Guest.

(Handling of Deposited Articles)

Article 15. Our Hotel shall compensate for the Guest for damages when loss, breakage, or other damage occurs to goods, cash, or valuables deposited at the front desk by the Guest, except in the case when such damage is caused by force majeure. However, for cash and valuables, when our Hotel has requested the Guest for an appraisal of the value and the Guest has failed to do so, our Hotel shall compensate the Guest up to a maximum of yen.

2. Our Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused, through intent or negligence on the part of our Hotel, to the goods, cash or valuables brought onto the premises of our Hotel by the Guest but are not deposited at the Front Desk. However, in the event that the type and value of the guest's property or cash and valuables have not been disclosed in advance, this hotel shall compensate for damages up to yen, except in the case of intent or gross negligence on the part of our Hotel.

(Custody of Baggage and/or Belongings of Guest)

Article 16. When the baggage of the Guest is brought into our Hotel before his/her arrival, our Hotel shall be liable to store it only in the case when such a request has been accepted from our 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 are found after check-out and ownership of the article is confirmed, our Hotel shall inform the owner of the article left and ask for further instructions. When no such instructions are given to our Hotel by the owner or when ownership is not confirmed, our Hotel will keep the property for 7 days, including the day of discovery, after which it will be reported to the nearest police station.
3. Our Hotel's liability in regards to the custody of the Guest's baggage and belongings in the case of the preceding two paragraphs shall be 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.

(Liability in Regard to Parking)

Article 17. Our Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of our Hotel, as it shall be regarded that our Hotel simply offers the space for parking, whether the key of the vehicle has been deposited to our Hotel or not. However, our Hotel shall compensate the Guest for damage caused through intent or negligence on the part of our Hotel in regards to the management of the parking lot.

(Liability of the Guest)

Article 18. The Guest shall compensate our Hotel for damage caused through intent or negligence on part of the Guest.

2. If smoking is detected in a non-smoking room or if cigarette butts are found, the guest will be charged 30,000 yen (or the actual cost if it exceeds 30,000 yen) for odor removal and other expenses to restore the room to its original condition.

(Computer Communication)

Article 19. Use of computer communication from within the hotel is the responsibility of the user. The hotel will not be liable for any damages incurred by the user due to service interruptions caused by system failures or other reasons during computer communication use.

2. If the hotel deems any action during computer communication use inappropriate and it is expected or causes damage to the hotel or third parties, the hotel may request the cessation of the service and seek compensation for any damages incurred.

(Governing Language)

Article 20. This agreement is prepared in Japanese, English, and Traditional Chinese. In case of any inconsistency or discrepancy between the Japanese content and the content in other languages, the Japanese content shall prevail.

(Jurisdiction and Governing Law)

Article 21 For any disputes arising from accommodation contracts or related matters under this agreement, the court with jurisdiction over the hotel's location, either a summary court or a district court depending on the amount of the claim, will be the exclusive court of first instance.

2. This agreement is governed by Japanese law and shall be interpreted according to Japanese law.

Attached Table No.1

Calculation Method for Accommodation Charges

(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Contents
Total Amount to be Paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charge (Room charge plus breakfast and dinner fees) (2) Service charge ((1) × 10 %)
	Extra Charges	(3) Additional food and beverages (other than breakfast and dinner and other charges) (4) Service charge ((3) × 10 %)
	Taxes	a. Consumption tax b. Bath tax

Remarks:

1. The basic room charge is based on the tariff posted at the front desk.
2. Child rates apply to children who are in elementary school or younger. When adult-style meals and bedding are provided, the charge will be 70% of the adult rate. If child-specific meals and bedding are provided, the charge will be 50% of the adult rate. When only bedding is provided, the charge will be 30% of the adult rate. For infants who do not receive bedding or meals, a fee of 2,200 yen will be charged (free of charge for children under 2 years old).

Attached Table No. 2

Cancellation Charge for Hotel (Ref. Paragraph 2 of Article 6)

Contracted Number of Guests	Date when notice of Contract cancellation is Noticed	No Show	Accommodation day	One day before	2 days before	3days before	5 days before	6 to 7 days before	8 to 14 days before	15 to 30 days before
1 to 14		100%	100%	50%	30%	30%				
15 to 30		100%	100%	50%	30%	30%	30%			
31 to 99		100%	100%	80%	50%	30%	30%	30%	10%	
100 or more		100%	100%	80%	50%	50%	30%	30%	15%	10%

Remarks:

1. The percentages signifies the cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, the cancellation charge for the first day of the cancelled period shall be paid by Guest regardless of the number of days shortened.
3. In the event of cancellation of a contract for a part of a group (15 or more persons), 10% of the number of persons staying at our Hotel 10 days prior to the date of stay (or the date of acceptance if the application is accepted after that date) (any fractional number will be rounded up) will not be subject to a penalty.
4. Additionally, our Hotel may set different cancellation fees from those specified above for accommodation packages planned by our Hotel or for specific groups.

Usage Rules

Takinoyu Hotel Co., Ltd.

August 1, 2024

To ensure that our guests can enjoy their stay safely and comfortably, we have established the following usage rules. As stipulated in Article 10 of the accommodation contract, we ask for your cooperation in adhering to these rules. Failure to comply may result in the refusal of your stay or use of our facilities, and in some cases, you may be required to bear the cost of any damages. We appreciate your understanding and cooperation.

Fire Prevention Requests

1. Our entire facility is non-smoking. Please refrain from smoking (including electronic cigarettes) outside the designated smoking areas. Smoking in hallways or other public spaces on guest floors is also prohibited by regulation. If smoking (including electronic cigarettes) or cigarette butts are found outside the designated smoking areas, we will charge a fee of 30,000 yen (or the actual cost if it exceeds 30,000 yen) for deodorizing the room and restoring it to its original state, based on Article 18, Section 2 of the accommodation contract.
2. Please do not use heating or cooking appliances in guest rooms.
3. Please review the evacuation route map posted on the back of the guest room door and the emergency exits on each floor.

Security Requests

1. Please ensure that the door is locked when leaving your room.
2. When going outside the building, please leave your room key at the front desk.
3. Please refrain from having visitors in your guest room. Visitors should use the lobby or lounge.

Handling of Valuables, Deposits, and Lost Items

1. The safe in your room is provided for your convenience but is a simple type. For safety reasons, please deposit cash and valuables at the front desk, clearly indicating their type and value.
2. If cash or valuables are lost or damaged during your stay and were not deposited at the front desk, compensation will be limited to a certain amount, so please understand.
3. Lost items in accordance with Article 15 and Article 16 of the accommodation contract and related laws will be handled by our facility.

Payment Information

1. Payment for charges can be made with currency, traveler's checks, accommodation vouchers, or credit cards at the front desk upon departure or when requested by us. If you wish to use traveler's checks, accommodation vouchers, or credit cards as alternatives to currency, please present them in advance.
2. We do not accept payment by check other than traveler's checks, so please understand.
3. When using facilities within the premises on a sign basis, please present your room key.
4. A deposit may be required upon arrival, so please be aware of this.

Additional Matters to Observe

1. Please do not bring items into the facility that may disturb other guests (such as animals, flammable or combustible materials, foul-smelling items, or items prohibited by law).
2. Please refrain from loud noises, singing, disruptive behavior, gambling, acts that disturb public morals or security, and any behavior that may inconvenience other guests.
3. Please do not use guest rooms or the lobby for commercial purposes (such as exhibitions, advertisements, promotions, or sales) without our permission.
4. Please do not make significant alterations to or misuse the facility or its equipment.
5. Please do not display or leave items on windows, balconies, hallways, or in the lobby.
6. Unaccompanied minors will be refused accommodation without the consent of a guardian, so please be aware of this.
7. After using the bath and washroom, please ensure that the hot water is turned off. Leaving the water running may cause damage to adjacent rooms or floors below, so please be cautious.
8. To conserve energy, please cooperate with our efforts to save electricity and water.
9. Using the external telephone in your room will incur additional charges.
10. The handling of lost items will be conducted in accordance with the law.
11. (Changes to Usage Rules)
 - (1) Our facility may change these rules at its discretion.
 - (2) If a guest continues to use our services after the effective date of the revised rules, it will be considered as acceptance of the changes.
 - (3) The interpretation and effectiveness of these rules will be governed by Japanese law.