

# TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

**<Scope of Application>**

**Article 1** Contracts for Accommodation and related agreements to be entered into between this Ryokan 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 regulations and/or generally accepted practices.

2. In the case when the Ryokan has entered into a special contract with the Guest in so far as such special contract does not violate laws and regulations 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>**

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

- (1) Name of the Guest
  - (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); and
  - (4) Other particulars deemed necessary by the Ryokan.
2. In the case when the Guest requests, during his 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 of Accommodation Contracts, etc.>**

**Article 3** A Contract for Accommodation shall be deemed to have been concluded when the Ryokan has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply when it has been proved that the Ryokan 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 Ryokan within the limits of Basic Accommodation Charges covering the Guest's entire period of stay by the date specified by the Ryokan.

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 Charges as stated in Article 12.

4. When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2, the Ryokan shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case when the Guest is thus informed by the Ryokan when the period of payment of the deposit is specified.

**<Special Contracts Requiring No Accommodation Deposits>**

**Article 4** Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Ryokan 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 Ryokan has not requested the payment of the deposit 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, it shall be treated as that the Ryokan has accepted a special contract prescribed in the preceding Paragraph.

**<Request for cooperation in infection prevention measures at facilities>**

Our hotel may request the cooperation of those who wish to stay in accordance with the provisions of article 4-2, paragraph 1 of the hotel business Act.

**<Refusal of Accommodation Contracts>**

**Article 5** The Ryokan 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 Ryokan is fully booked and no room is available;
- (3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation;
- (4) When the Guest seeking accommodation is a patient with a specified infectious disease ,etc.as stipulated in article 4-2,paragraph1,item2 of the inns and ryokan act(hereinafter referred to as "patient with a specified infectious disease")
- (5) When a guest engages in behavior that causes unreasonable demands or inconvenience, such as violence ,threats,or blackmail,toward the hotel staff or other guests.
- (6) When you are asked to bear a burden that exceeds a reasonable range regarding accommodation.
- (7) According to Article5-6 of the hotel business Act enforcement regulations,a person seeking accommodation may make a request to the hotel that is burdensome or excessive and may seriously impede the provision of accommodation-related services to other guests.It's like repeating what you set out.
- (8) When the Ryokan is unable to provide accommodation due to natural calamities, disfunction of the facilities and /or other unavoidable causes;
- (9) When persons who are seeking accommodation or staying at the Hotel are determined to be of an undesirable nature; member of an underground organization/Mafia/antisocial sects.
- (10) When the provisions of Article 5 of YAMAGATA Prefectural Ordinance are applicable.

**<Right to Cancel Accommodation Contracts by the Guest>**

**Article 6** The Guest is entitled to cancel the Accommodation Contract by so notifying the Ryokan.

2. In the case when 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 the Ryokan 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 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 p.m. of the accommodation date ( 2 hours after the expected time of arrival if the Ryokan is notified of it) without an advance notice, the Ryokan may regard the Accommodation Contract as being cancelled by the Guest.

**<Right to Cancel Accommodation Contracts by the Ryokan>**

**Article 7** The Ryokan may cancel the Accommodation Contract under any of the following cases:

- (1) When the Guest is deemed liable to conduct and/or have conducted himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation;
- (2) When the guest is a patient of a specified infectious disease.
- (3) When a guest engages in behavior that causes unreasonable demands or inconvenience, such as violence ,threats,or blackmail,toward the hotel staff or other guests.
- (4) The following statement is the same as the above statement.
- (5) When you are asked to bear a burden that exceeds a reasonable range regarding accommodation.
- (6) When the Ryokan is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
- (7) When the provisions of Article 5 of YAMAGATA Prefectural Ordinance are applicable;
- (8) 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 Ryokan (restricted to particulars deemed necessary in order to avoid the causing of fires).
- (9) When the Guest is determined to be of an undesirable nature; member of an underground organization/Mafia/antisocial sects.

2. In the case when the Ryokan has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Ryokan shall not be entitled to charge the Guest for any of the services in the future during the contractual period which he has not received.

**<Registration>**

**Article 8** The Guest shall register the following particulars at the front desk of the Ryokan on the day of accommodation.

- (1) Name, age, address contact information and occupation of the Guest
  - (2) For non-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 Ryokan.
2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheques, 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>**

**Article 9** The Guest is entitled to occupy the contracted guest room of the Ryokan from 2 p.m. to 10 am, the next morning. 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 Ryokan may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph.

**<Observance of Use Regulations>**

**Article 10** The Guest shall observe the Use Regulations established by the Ryokan, which are posted within the premise.

**<Business hours>**

**Article 11** The business hours of the main facilities, etc. of the Ryokan are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided and others.

2. The business hours specified in the preceding Paragraph are subject to temporary charges due to unavoidable causes of the Ryokan. In such a case, the Guest shall be informed by appropriate means.

**<Payment of Accommodation Charges>**

**Article 12** 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 by any means other than Japanese currency such as traveler's cheques, coupons or credit cards recognized by the Ryokan at the front desk at the time of the departure of the Guest or upon request by the Ryokan.

3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him by the Ryokan and are at his disposal.

**<Liabilities of the Ryokan>**

**Article 13** The Ryokan shall compensate the Guest for the damage if the Ryokan 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 when such damage has been caused due to reasons for which the Ryokan is not liable.

2. Even though the Ryokan is covered by the Ryokan Liability Insurance in order to deal with unexpected fire and for other disasters.

**<Handling When the Ryokan is unable to Provide Contracted Rooms>**

**Article 14** The Ryokan 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 can not be made notwithstanding the provisions of the preceding Paragraph, the Ryokan 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 Ryokan cannot provide accommodation due to causes for which the Ryokan is not liable, the Ryokan shall not compensate the Guest.

**<Handling of Deposited Articles>**

**Article 15** The Ryokan shall compensate the Guest for the damage when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the front desk by the Guest, except in the case when this has occurred due to causes of force majeure. However, for cash and valuables, when the Ryokan has requested the Guest to report its kind and value but the Guest has failed to do so, the Ryokan shall compensate the Guest within the limits of 150,000 yen.

2. The Ryokan shall compensate the Guest for the damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Ryokan, to the goods, cash or valuables which are brought into the premises of the Ryokan by the Guest but are not deposited at the front desk. However, for articles of which the kind and value has not been reported in advance by the Guest, except in case of the damage caused through intention or gross negligence on the part of the Ryokan, the Ryokan shall compensate the Guest within the limits of 150,000 yen.

**<Custody of Baggage and / or Belongings of the Guest>**

**Article 16** When the baggage of the Guest is brought into the Ryokan before his arrival, the Ryokan shall be liable to keep it only in the case when such a request has been accepted by the Ryokan.

2. When the baggage or belongings of the Guest is found left after his check-out, and the ownership of the article is confirmed, the Ryokan shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Ryokan by the owner or when the ownership is not confirmed, the Ryokan shall keep the article for 7 days including the day it is found, and after this period, the Ryokan shall turn it over to the nearest police station.

3. The Ryokan's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Paragraphs shall be assumed 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** The Ryokan shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Ryokan, as it shall be regarded that the Ryokan simply offers the space for parking, whether the key of the vehicle has been deposited to the Ryokan or not. However, the Ryokan shall compensate the Guest for the damage caused through intention or negligence on the part of the Ryokan in regard to the management of the parking lot.

**<Liability of the Guest>**

**Article 18** The Guest shall compensate the Ryokan for the damage caused through intention or negligence on the part of the Guest.

**<Attached Table No.1>**

Breakdown of Accommodation Charges, etc. for Ryokan (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 Charges (Room Charge + dinner and Breakfast)
	Extra Charges	(2) Extra Meals & Drinks (other than dinner and Breakfast) and Other Expenses
	Taxes	a. Consumption Tax b. Hot Spring Tax

**Remarks**

When the child rate applies to elementary school or less, provided food, bedding, and yukata, we received an additional fee For intawt is free of charge.

**<Attached Table No.2>** Cancellation Charge for Ryokan (Ref. Paragraph 2 of Article 6)

(1) Penalties during regular period.

Date when Cancellation of Contract is Notified	Contracted Number of Guests			
	1 to 14	15 to 30	31 to 100	101 and more
No Show	100 %	100 %	100 %	100 %
Accommodation Day	100 %	100 %	100 %	100 %
1 Day prior to Accommodation Day	50 %	50 %	50 %	50 %
2 Days prior to Accommodation Day	30 %	30 %	30 %	30 %
3 Days prior to Accommodation Day	30 %	30 %	30 %	30 %
5 Days prior to Accommodation Day	30 %	30 %	30 %	30 %
6 Days prior to Accommodation Day	30 %	30 %	30 %	30 %
7 Days prior to Accommodation Day	30 %	30 %	30 %	30 %
8 Days prior to Accommodation Day	30 %	30 %	30 %	30 %
14Days prior to Accommodation Day	10 %	10 %	10 %	10 %
15Days prior to Accommodation Day	10 %	10 %	10 %	10 %
30Days prior to Accommodation Day	10 %	10 %	10 %	10 %

**Remarks**

1. The percentages signify the rate of cancellation charge to the Basic Accommodation Charges.
  2. When the booking is cancelled (All or a part of accommodation), the cancellation charge shall be charged for all of booking by Attached Table No. 2.
  3. When part of contracted number of guests is cancelled, the cancellation charge shall be paid in the Attached Table No. 2.
- (2) Penalties for during year-end and new year holidays and other specific days  
If you apply for a special plan during the year-end and new year holidays or other specific dates, notwithstanding the regulations in the preceding paragraph, you will be charged a penalty amount calculated according to the cancellation policy stated in the plan.