

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. Any particulars not provided for herein shall be governed by laws, regulations, etc. (refers to laws and regulations and/or regulations and rules established thereunder; the same applies hereinafter) and/or generally accepted practices.

2 In cases where the Ryokan has entered into a special contract with the Guest insofar as such special contract does not violate laws, regulations, etc. 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(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); and
- (4) Other particulars deemed necessary by the Ryokan.

2 In cases where 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 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 (3 days when the period of stay exceeds 3 days) 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 if applicable, and the remainder, if any, shall be refunded at the time of 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 cases where the Guest is thus informed by the Ryokan when the due date 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, 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 cases where the Ryokan has not requested payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the due date of the payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be construed as that the Ryokan has accepted a special contract prescribed in the preceding Paragraph.

(Request for Cooperation on Infection Prevention Measures at Facilities)

Article 4-2 The Ryokan may request that the Guest seeking accommodation should cooperate as stipulated in Paragraph 1 of Article 4-2 of the Hotel Business Act (Act No. 138 of 1948).

(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. However, the provisions of this Paragraph do not mean that the Ryokan may refuse accommodation other than in the case of Article 5 of the Hotel Business Act;
- (2) When the Ryokan is fully booked and no room is available;
- (3) When the Guest seeking accommodation is deemed liable to conduct him/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;
- (4) When the Guest seeking accommodation falls under any of the following categories:
 - (A) Organized crime group as specified in Item 2 of Article 2 of the

Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 2021) (hereinafter referred to as "Organized Crime Group"), member of an Organized Crime Group as specified in Item 6 of Article 2 of the Act (hereinafter referred to as "Organized Crime Group Member"), associate member of an Organized Crime Group, person associated with an Organized Crime Group, or other antisocial force;

- (B) Company or other association, the business activities of which are controlled by an Organized Crime Group or Organized Crime Group Member; or
 - (C) Company with an officer who falls under the category of an Organized Crime Group Member;
- (5) When the Guest seeking accommodation has used or performed words or behaviors imposing significant trouble on other Guests;
 - (6) When the Guest seeking accommodation can be clearly detected as carrying a specific infectious disease stipulated in Item 2 of Paragraph 1 of Article 4-2 of the Hotel Business Act (hereinafter referred to as "Patient with Specific Infectious Disease, etc.");
 - (7) When a violent act of requesting is conducted and/or the Ryokan is requested to assume an unreasonable burden in regard to his/her accommodation (except in the cases where the Guest seeking accommodation requests that a social barrier should be removed as stipulated in Paragraph 2 of Article 7 or Paragraph 2 of Article 8 of the Act on Elimination of Discrimination on the Basis of Disabilities (Act No. 65 of 2013; hereinafter referred to as the "Act on Elimination of Discrimination against Persons with Disabilities"));
 - (8) When the Guest seeking accommodation has, against the Ryokan, repeatedly used or performed words, behaviors or acts as specified in Article 5-6 of the Regulations on Enforcement of the Hotel Business Act, as a request which is liable to interfere with the provision of services in regard to other Guests' accommodation for the reason that the burden associated therewith is too heavy;
 - (9) When the Ryokan is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;
or
 - (10) When the provisions of Article 10 of the Ordinances for Enforcement of HOKKAIDO Hotel Business Act are applicable.

(Request for Explanation about Refusal of Accommodation Contracts)

Article 5-2 In cases where the Ryokan does not accept the conclusion of an Accommodation Contract in accordance with the preceding Article, the Guest seeking accommodation may request that the Ryokan should explain the reason therefor.

(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 cases where the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the cases where the Ryokan has requested the payment of the deposit by the specified due date 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 cases where 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 cases where 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 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. However, the provisions of this Paragraph do not mean that the Ryokan may refuse accommodation other than in the case of Article 5 of the Hotel Business Act:

- (1) When the Guest is deemed liable to conduct and/or have conducted him/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodation;
- (2) When the Guest falls under any of the following categories:
 - (A) Organized Crime Group, Organized Crime Group Member, associate member of an Organized Crime Group, person associated with an Organized Crime Group, or other antisocial force;
 - (B) Company or other association, the business activities of which are controlled by an Organized Crime Group or Organized Crime Group Member; or
 - (C) Company with an officer who falls under the category of an Organized Crime Group Member;

- (3) When the Guest has used or performed words or behaviors imposing significant trouble on other Guests;
- (4) When the Guest is a Patient with Specific Infectious Disease, etc.;
- (5) When a violent act of requesting is conducted and/or the Ryokan is requested to assume an unreasonable burden in regard to his/her accommodation (except in the cases where the Guest requests that a social barrier should be removed as stipulated in Paragraph 2 of Article 7 or Paragraph 2 of Article 8 of the Act on Elimination of Discrimination against Persons with Disabilities);
- (6) When the Guest has, against the Ryokan, repeatedly used or performed words, behaviors or acts as specified in Article 5-6 of the Regulations on Enforcement of the Hotel Business Act, as a request which is liable to interfere with the provision of services in regard to other Guests' accommodation for the reason that the burden associated therewith is too heavy;
- (7) When the Ryokan is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
- (8) When the provisions of Article 10 of the Ordinances for Enforcement of HOKKAIDO Hotel Business Act are applicable;
- (9) When the Guest does not observe prohibited actions such as smoking in bed, tampering with the firefighting 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.)

2 In cases where 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/she has not received.

(Request for Explanation about Cancellation of Accommodation Contracts)

Article 7-2 In the cases where the Ryokan cancels the Accommodation Contract in accordance with the preceding Article, the Guest may request that the Ryokan should explain the reason therefor.

(Registration)

Article 8 The Guest shall register the following particulars at the front desk of the Ryokan on the accommodation date:

- (1) Name, address and contact information of the Guest(s);
- (2) For foreigners who do not have a residence in Japan: nationality and passport number; and
- (3) Other particulars deemed necessary by the Ryokan.

2 In cases where the Guest intends to pay his/her 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 3 p.m. to 10 a.m. the next morning. However, in cases where 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.

In this case, extra charges shall be paid as follows:

- (1) Up to 3 hours:
(Sum equivalent to 30% of the room charge)
- (2) Up to 6 hours:
(Sum equivalent to 60% of the room charge)
- (2) More than 6 hours:
(Sum equivalent to 100% of the room charge)

3 The room charge prescribed in the preceding Paragraph shall be 70% of the Basic Accommodation Charges.

(Observance of Use Regulations)

Article 10 The Guest shall, within the premises of the Ryokan, observe the Use Regulations established by the Ryokan and displayed therein.

(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 provided, notices displayed in each location, service directories in guest rooms and others

- (1) Service hours of front desk, cashier's desk, etc.
 - A Closing time free
 - B Front service 7:00 a.m. - 10:00 p.m.
- (2) Service hours (at facilities) for dining, drinking, etc.
 - A Breakfast 7:00 a.m.- 9:00 a.m.
*Last admission 8:30 a.m.
 - B Dinner 6:00 p.m. - 8:30 p.m.
*Last admission 7:30 p.m.
*Last order 8:00 p.m.
 - C Seseragi Lounge 3:00 p.m. - 9:30 p.m.
 - D Sisley Lounge 3:00 p.m. - 9:30 p.m.
- (3) Service hours of auxiliary facilities
 - A Souvenir Shop 7:30 a.m. - 10:00 a.m.
and 4:00 p.m. - 9:30 p.m.
 - B Public Bath 2:00 p.m. - 1:00 a.m. the next day
and 4:30 a.m. - 9:00 a.m.

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

(Payment of Accommodation Charges)

Article 12 The breakdown of the Accommodation Charges, etc. that the Guest shall pay is as listed in the attached Table No. 1.

2 Accommodation Charge, 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 which have been provided for him/her by the Ryokan and are at his/her disposal.

(Liabilities of the Ryokan)

Article 13 The Ryokan shall compensate the Guest for 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 has received the "PASS MARK" (Certificate of Excellence of Fire Prevention Standard) issued by the fire station, furthermore, the Ryokan is covered by the Ryokan Liability Insurance in order to deal with unexpected fire and/or other disasters.

(Handling When 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 cannot 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 the 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 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 cases where 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 limit of 150,000 yen.

2 The Ryokan shall compensate the Guest for 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 have not been reported in advance by the Guest, the Ryokan shall compensate the Guest within the limit of 150,000 yen, except in cases where such damage has been caused through intention or gross negligence on the part of the Ryokan.

(Custody of Baggage and/or Belongings of the Guest)

Article 16 When the baggage of the Guest is brought into the Ryokan before his/her arrival, the Ryokan shall be liable to keep it only in the cases where such a request has been accepted by the Ryokan. The baggage shall be handed over to the Guest at the front desk at

the time of his/her check-in.

2 In cases where the Guest's baggage and/or belongings have been left at the Ryokan after his/her check-out, if the owner thereof is identified, the Ryokan shall ask the owner for instruction as well as notify him/her. However, when no instruction is given to the Ryokan by the owner or when the owner is not identified, 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 with the Ryokan or not. However, the Ryokan shall compensate the Guest for 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 damage caused through intention or negligence on the part of the Guest.

Attached Table No. 1

Breakdown of Accommodation Charges, etc. (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 + Breakfast & Dinner + Service Charge) |
| | Extra Charges | (2) Extra Meals & Drinks (other than Breakfast and Dinner) and Other Expenses (3) Service Charge ((2) × 10%) |
| | Taxes | a. Consumption Tax b. Hot Spring Tax (only in spa districts) |

Remarks

1. Basic Accommodation Charge is based on the tariffs, which are posted at the front desk.
2. A child's charge applies to children of elementary school age (up to 12 years of age) and younger. 70% of the adult charge shall be required when meals and bedding comparable to those for the adult are provided to such children, 50% shall be required when meals and bedding for children are provided and 30% when only bedding for children is provided.
3. 1,100 yen (tax included) shall be required as facility usage charge when meals and bedding are not provided to infants (3-year-old children to children under elementary school age).
4. 2,750 yen (tax included) shall be required as an infant's meal charge.

Attached Table No. 2

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

| 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 Date | 100% | 100% | 100% | 100% |
| 1 Day Prior to Accommodation Date | 50% | 50% | 100% | 100% |
| 2 Days Prior to Accommodation Date | 30% | 30% | 50% | 50% |
| 3 Days Prior to Accommodation Date | 30% | 30% | 50% | 50% |
| 5 Days Prior to Accommodation Date | 30% | 30% | 50% | 50% |
| 6 Days Prior to Accommodation Date | 30% | 30% | 50% | 50% |
| 7 Days Prior to Accommodation Date | 30% | 30% | 50% | 50% |
| 8 Days Prior to Accommodation Date | | 10% | 30% | 30% |
| 14 Days Prior to Accommodation Date | | 10% | 30% | 30% |
| 15 Days Prior to Accommodation Date | | | 10% | 20% |

| | | | | |
|-------------------------------------|--|--|-----|-----|
| 20 Days Prior to Accommodation Date | | | 10% | 20% |
| 30 Days Prior to Accommodation Date | | | 10% | 20% |
| 60 Days Prior to Accommodation Date | | | | 10% |

Remarks

1. The percentages signify the rate of cancellation charge to the Basic Accommodation Charges.
2. When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to the occupancy (when accepted less than 10 days prior to the occupancy, as of the date), with fractions counted as a whole number.
3. When the number of days contracted is shortened, the cancellation charge for the days shortened shall be paid.
4. In cases where the Ryokan notifies the Guest of the cancellation charge clause stipulated for each accommodation product at the time of the conclusion of an Accommodation Contract, the clause shall prevail.
5. Cancellation charge as prescribed shall be required when a natural disaster (storm, blizzard, etc.) occurs. However, when the Guest cannot come to the Ryokan by reason of the cancellation/suspension of an airplane, train, bus, or other means of transportation due to a natural disaster and/or the closure of a main road, a cancellation charge shall not be charged.