### NAHA-WEST INN

### Scope of Application

Article 1 The Accommodation Contract and contracts related thereto concluded between this Hotel and the Guest shall be in accordance with the terms and conditions defined in these Contractual Provisions. Any particulars not defined in these Contractual Provisions shall be in accordance with laws and regulations and/or generally accepted practices.

2. In the case when this Hotel accepts a special contract with the Guest within a scope that does not conflict with laws and regulations and generally accepted practices, notwithstanding the provisions of the preceding paragraph, the special contract shall take precedence over the terms and conditions herein.

### Application for Accommodation Contracts

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

- (1) Name of the Guest(s);
- (2) Dates of accommodation and estimated time of arrival;
- (3) Accommodation charges (based, in principle, on the basic accommodation charges in the Attached Table 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, the Hotel shall process the request as an application for a new Accommodation Contract as the tine such request is made.

Conclusion of Accommodation Contracts, etc.

Article 3 An Accommodation Contract shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding article. However, the same shall not apply where it has been proved that the Hotel has not accepted the application. 2. When an Accommodation Contract 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 the basic accommodation charges covering the Guest's entire period of stay by the date specified by the Hotel.

3. The deposit shall be first applied to the total accommodation charges to be paid by the Guest, then secondly to the cancellation charges when circumstances arise under which the provisions of Article 6, and thirdly to the reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of payment of the accommodation charges defined 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

the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

# Special Contracts Requiring No Accommodation Deposit

Article 4 Notwithstanding the provisions of the Paragraph 2 of the preceding article, the Hotel may enter into a special contract requiring no accommodation deposit as stipulated in Paragraph 2 of the preceding article and/or has not specified the date of the payment of the deposit as the time the application for an Accommodation Contract has been accepted, the case shall be treated as that the Hotel has accepted a special contract prescribed in the preceding paragraph

# Refusal of Accommodation Contract

Article 5 This 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 to these Contractual Provisions
- (2) When the Hotel is fully booked (at full capacity) and no room is available;
- (3) When the Guest seeking accommodation is deemed liable to conduct him/herself in a manner that will contravene laws and regulations or act against the public order or good morals in regard to his/her accommodation;
- (4) When any one of the items a to c applies to the Guest seeking accommodation in the Hotel;

Refusal of Accommodation Contract

- a. When the Guest is an organized crime group (hereinafter "Organized Crime Group") designated under Article 2, No.2 of the Act on Prevention of Unjust Acts by Organized Crime Group members (Law No.77 of 1991), a member of an organized crime group (hereinafter "Organized Crime Group Member") specified under Article 2 No.6 of the same, an associate member of an organized crime group, any person related to such a crime group, or any other anti-social forces;
- When the Guest seeking accommodation is a corporate entity or other group, the business activities of which are controlled by an Organized Crime Group or Organized Crime Group Member; or
- c. When the Guest seeking accommodation is a corporate entity, any director of which is regarded as an Organized Crime Group Member;
- (5) When the Guest seeking accommodation has conducted him/herself in a manner which would cause significant inconveniences to other accommodating guest;
- (6) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (7) When the Guest seeking accommodation has demanded overbearing unjust acts or has requested the Hotel to assume an unreasonable burden;

- (8) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of the facilities, and/or other unavoidable causes; or
- (9) When the provisions of Article 6 of the

#### Right to Cancel Accommodation Contract by the Guest

Article 6 The Guest is entitled to cancel an Accommodation Contract by so notifying the Hotel. 2. In the case when the Guest has cancelled the Accommodation Contract in whole or in part due reasons attributable to the Guest (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 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 arrive by 10:00 pm of the accommodation date (two hours 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 and perform processing accordingly.

#### Right to Cancel Accommodation Contract by the Hotel

Article 7 The Hotel may cancel the Accommodation Contract under any of the following cases;

- (1) When the Guest is deemed liable to conduct and/or has conducted him/herself in a manner that will contravene the laws and regulations, or act against the public order or good morals in regard to his/her accommodation;
- (2) When the provisions of subparagraphs (3)-(9) of Article 5 apply: or
- (3) 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).

2. in the case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding paragraph, the Hotel 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. However, in the case when the Hotel has incurred damage duo to the intention or negligence of the Guest, the Guest shall pay for the damage in accordance with the provisions of Article18.

#### Registration

Article 8 The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation;

- (1) Name, age, sex, address, and occupation of Guest(s);
- (2) Nationality, passport number, port and date of entry in Japan if not Japanese;
- (3) Date and/or 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, the Guest shall declare the means in advance at the time of the registration prescribed in the previous paragraph.

# Occupancy Hours of Guest Rooms

Article 9 The Guest is entitled to occupy the contracted guest room of the Hotel from 3:00 pm to noon the next day. However, in the case when the Guest stays in the Hotel for a consecutive number of day, the Guest may occupy the room all day, except for the days of arrival and departure.

2. Notwithstanding the provisions prescribed in the preceding paragraph, the Hotel may permit the Guest to occupy the room beyond the time prescribed in the same paragraph. In such a case, extra charges shall be paid as follows;

(1) Extension of time every hour for one person 1 room 1,000 yen (tax not included)2 people 1 room 3 people 1 room 1,500 yen (tax not included)

(2) The extended hours after 5:00 pm: Room charge in full

# Use Regulations

To ensure our Guests a safe and pleasant stay, we ask that our Guests abide by the Use Regulations bellow in accordance with Article 10 of the Contractual Provisions Regarding Your Stay. In the event a Guest fails to observe the prohibitions stipulated by these regulations, the Hotel may choose to cancel the Accommodations Contract with Guest, pursuant to Article 7 of the Contractual Provisions Regarding Your Stay.

## Observance of Use Regulations

Article 10 The Guest shall observe the Use Regulations defined by the Hotel, which are posted within the premises of the Hotel.

## Business Hours

Article 11 The business hours of the Hotel facilities shall be as follows;

- (1) Service hours of front desk
  - a. No closing time of the entrance. First floor entrance doors are locked from 00:00 am-5:00 am
  - b. The front desk shall be open 24 hours.

2. The hours specified in the preceding paragraph are subject to temporary changes due to unavoidable causes of the Hotels. In such a case, the Guest shall be notified by appropriate means.

## Payment of Accommodation Charges

Article 12 The breakdown and method of calculation of the accommodation charges, etc., to

be paid by the Guest shall be in accordance with the Attached Table 1.

2. Accommodation charges, etc., as stated in the preceding paragraph shall be paid with Japanese currency or by means other than Japanese currency such as coupons or credit cards recognized by the Hotel at the front desk when the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel and are at his/ her disposal.

#### Liabilities of the Hotel

Article 13 The Hotels shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment or nonfulfillment of the Accommodation Contract and/or related caused due to reasons not attributable to the Hotel or in cases where the Hotel has clearly stated in advance in the Use Regulations of the Hotel assumes no such responsibility.

2. The Hotels shall have liability insurance in order to deal to deal with unexpected fire and/or other disasters.

#### Handing when Contracted Room Cannot Be Provided

Article 14 In the event that the Hotel cannot provide the room contracted with the Guest, the Hotel shall arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.

2. Notwithstanding the provisions of the preceding paragraph, when arrangement of order accommodation cannot be made, 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 for the fee.

#### Handing of Deposited Articles

Articles 15 Our Hotel does not handle or keep deposited articles. Our hotel shall not be liable for our hotel for the loss or destruction of the possessions of Guests, including cash and other valuables.

#### Custody of Baggage and/or Belongings of Guest

Article 16 When the baggage of the Guest is brought into the Hotel prior the date of accommodation, the Hotel shall be liable to keep the baggage and hand over it at the time of his/her check-in only in the case when such a request has been accepted by the Hotel.

2. When the baggage or belongings of the Guest is found left after his/her check-out, and the ownership of the article is confirmed, the Hotel shall contact the owner and ask for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for seven (7) days, including the day it has been found, and then turn it over to the nearest police station.

3. The Hotel'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, and with the pro visions of Paragraph 2 of the same article in the case of Paragraph 2.

# Disclaimer

Article 17 A user shall be held responsible for any computer communication he or she performs on the premises of the Hotel assumes no responsibility for any possible damage that may be incurred by the user as the result of use of the computer communication system. In addition, the Guest may be requested by the Hotel and a third party for any possible damage caused by acts deemed by the Hotel to be an inappropriate use of the computer communication system.

# Liability of the Guest

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

Attached Table 1: Breakdown of Accommodation C	Charge (Related to Article 2-1 and 12-1)
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		Breakdown
Total Amount Paid by Guest	Accommodation Charges	(1) Basic Accommodation Charge (Room Charge)
	Extra Charges	(2) Meals & Drinks (or additional food and drink) and other expenses
	Tax	1. Consumption tax

Remarks;

1. Is levied on any charges including the room charge, the meal charge, and any other charge.

# Liability of the Guest

Contracte	d number of	Date when cancellation of contract is notified				
guests						
		No show (Not notified)	Accommodation day	1 day prior to Accommodation day	2 to 9 days prior to Accommodation day	10 to 20 days prior to Accommodation day
Fit	1 to 14	100%	80%	20%		
Group	15 to 99	100%	80%	20%	10%	
	100 or more	100%	100%	80%	20%	10%

# Attached Table 2: Cancellation Charge for Hotel (Related to Article 6-2)

Note

- 1. The percentage signifies the rate of the cancellation charge to the basic accommodation charges.
- 2. When the number of days contracted is shortened, the cancellation charge shall be equivalent to one day (the first day).
- 3. When a part of the group booking (15 or more) is cancelled as of 10 days prior to the occupancy (or, as of the booking date if accepted less than 10 days prior to the occupancy), the cancellation charge shall be paid for the remaining number of persons excluding an equivalent to 10% (with fractions counted as an integral number) of the total number of the per sons booked; the cancellation shall not be charged for 10% portion.

# Supported Languages

Article 19 These Contractual Provisions are provided in Japanese and English. In the event there is a difference the two, the Japanese version shall take precedence.

- 1. As soon as you arrive, please see the evacuation route posted on the back of each room door as well as the emergency exits on each floor.
- 2. Do not use the fire equipment designated for use with heating and cooling equipment, Cooking, etc., located in the hallways and inside each room.
- 3. Please refrain from smoking in places that may easily catch fire, such as in bed.
- 4. Please refrain from using the various facilities in the Hotel other than your room, such as the hallways and lobby, in your nightwear and slippers.
- 5. Do not put anyone to considerable inconvenience by action such as singing loudly or noisy conduct or offering a feeling of repulsion, etc.
- 6. Please refrain from bringing the following items into a hallway or room:
- (1) Pets such as animals or birds
- (2) Items that emit a significantly bad odor
- (3) A significant abundance of items
- (4) Highly combustible or flammable goods, such as gunpowder or gasoline
- (5) Guns and swords not legally permitted
- 7. Do not gamble or exhibit any other disorderly conduct in the hallways and rooms.
- 8. Do not recklessly bring visitors into your room or allow them to use the various facilities or items provided in your room or in the Hotel.
- 9. Do not use your room, the lobby, or the restaurant as an office or a location for business Activities.
- 10. Do not use the facilities and items in the hallways or rooms for any application other than that designated
- 11. Do not carry items provided inside your room to a location outside of the Hotel, or move things to another location within the premises of the Hotel.
- 12. Do not perform any type of processing on hotel buildings or equipment, such as install a foreign object or change current conditions.
- 13. In the event you cause damage to or contamination loss of buildings, facilities, and other Items due to reasons other than force majeure, you shall be charged for the actual expense.
- 14. Do not hang any items, in windows that would adversely affect the outer appearance of the Hotel.
- 15. Do not distribute advertisements to other guests in the Hotel or conduct yourself in any similar manner.
- 16. Do not leave your possessions in a hallway or the lobby.
- 17. Do not order food, drink, etc., from any location other than the Hotel.
- 18. Accounts shall be settled in advance when you arrive at the Hotel.
- 19. Payment by check or exchange is strictly forbidden.
- 20. If you want to change the scheduled number of days of your stay, please contact the front desk in advance.

- 21. Manage your cash, valuables, and the like on your own using the safety box provided in your room.
- 22. The storage limit of any item placed in our custody, excluding cash and valuables, shall be as follows, unless otherwise specified:
  - (1) Deposits at the front desk: 1 months
  - (2) Laundry in the laundry area: 3 months
  - (3) Forgotten or dropped items: 3 months
- 23. If you damage, pollute or lose facilities, furniture, or other goods inside or outside the building, you will be required to pay actual expenses.
- 24. About curfew

Between 0:00 am and 5:00 am we lock the inside automatic door for security. Guests staying can use the room key to open the automatic door. Also, if you do not have a room key, please push the interphone on the right side of the front entrance.

25. Room cleaning for the consecutive night

Room cleaning time during consecutive stay is in principle from  $10 \div 00$  am to  $2 \div 00$  pm. Also, since we can not accept requests for cleaning after  $2 \div 00$  pm, we appreciate your understanding.

26. This hotel is whole non-smoking hotel.

When you smoke, please use the smoking area at the front entrance on the first floor.

When smoking is found in the guest room or balcony after check-out or when entering the cleaning room, we will charge 20,000 yen as compensation for the damage to the guest room.