

Accommodation Contract
(General Terms and Conditions)

Article 1 Scope of Application

01.01.

The Accommodation Contract and related contracts to be concluded between our Hotel and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.

01.02.

When our Hotel has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail.

Article 2 Application for an Accommodation Contract

02.01.

The Guest who intends to apply to our Hotel for an Accommodation Contract will be required to provide our Hotel with the following particulars:

- (1) Name(s) of Guest(s) to be registered.
- (2) Date(s) scheduled for overnight stay and estimated time of arrival.
- (3) Accommodation Charges (based on Attached Table No. 1); and
- (4) Other information considered necessary by our Hotel.

02.02.

In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2) above, our Hotel shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

Article 3 Conclusion, etc. of the Accommodation Contract

03.01

The Accommodation Contract shall be considered to have been concluded at the time when our Hotel has accepted the application described in the preceding Article, unless our Hotel has certified that our Hotel has not accepted the said application.

03.02.

When an Accommodation Contract has been executed in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit set by the Hotel within the limits of Total Amount Payable covering the Guest's entire period of stay stipulated in the executed Accommodation Contract by the date specified by the Hotel.

03.03.

The deposit shall first be used for the Total Amount Payable to be paid by the Guest, secondly for the cancellation charges under Article 6, and thirdly for the compensation payable under Article 18, as applicable, and the remainder, if any, shall be refunded at the time of paying the charges as stated in Article 12.

03.04

In the case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Hotel has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

Article 4 Special Contract Requiring Non-Payment of the Application Money

04.01.

Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Hotel accepts a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.

04.02.

When accepting an application for an Accommodation Contract, in the case that Hotel fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and/or in the case that it fails to prescribe the due date for payment of the said Application Money, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

Article 5 Refusal of the Conclusion of the Accommodation Contract

05.01

The following are cases where our Hotel will not accept the conclusion of the Accommodation Contract:

- (1) When application for accommodation is not based on this Contract.
- (2) When there is no room available due to full occupancy.
- (3) When it is deemed that a person seeking accommodation falls under any of the following sub-items (a) to (c):
 - (a) An organized crime group ("Organized Crime Group") as prescribed in Article 2, item (ii) of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), a member of an Organized Crime Group ("Organized Crime Group Member") as prescribed in Article 2, item (vi) of the same Act, an associate member of an Organized Crime Group or a person involved in or with an Organized Crime Group, or any other anti-social forces;

(b) A juridical person or any other organization whose business activities are controlled by an Organized Crime Group or an Organized Crime Group Member; or

(c) A juridical person having a board member who falls under an Organized Crime Group Member.

(4) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.

(5) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.

(6) When the Guest makes violent demands to the Hotel or its staff, or when a burden related to accommodation is requested in excess of a reasonable range.

(7) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Hotel.

(8) When the provisions of Article 10 of the Enforcement Ordinance for the Ryokan Gyouhou Law issued by Hokkaido Prefecture is applicable.

(9) Other than the foregoing, cases similar to the preceding items and besides, when it is recognized that there are justifiable reasons why the hotel does not accept the conclusion of a lodging contract

Article 6 The Guest's Right to Cancel the Contract

06.01.

The Guest may request our Hotel to cancel the Accommodation Contract.

06.02.

In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her (which is the case when our Hotel has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in the attached Schedule II, but in the case that our Hotel has accepted a Special Contract described in Article 4, Paragraph 1 this provision shall be applied only to the case where our Hotel has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.

06.03.

In the case that the Guest does not arrive by 8:00 p.m. on the day of an overnight stay without informing our Hotel of a delay (or after the lapse of two hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

06.04

In the case where the Guest has cancelled an Accommodation Contract regarding a product such as an accommodation plan (promotion) specified by the Hotel, or has cancelled an Accommodation Contract for a specified day, the Hotel may prescribe cancellation charges different from those prescribed in Paragraph 2 of this Article.

06.05

The Hotel may prescribe cancellation charges separately in regard to cancellation of an Accommodation Contract with specific organizations specified by the Hotel.

Article 7 The Right of Our Hotel to Cancel the Contract

07.01.

The following are cases where our Hotel may cancel the Accommodation Contract:

(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 it is deemed that the Guest falls under any of the following sub-items (a) to (c):

(a) An Organized Crime Group, an Organized Crime Group Member, an associate member of an Organized Crime Group or a person involved in or with an Organized Crime Group, or any other anti-social forces;

(b) A juridical person or any other organization whose business activities are controlled by an Organized Crime Group or an Organized Crime Group Member; or

(c) A juridical person having a board member who falls under an Organized Crime Group Member.

(3) When the Guest is clearly considered to be a patient with an infectious disease.

(4) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Hotel.

(5) When the Guest makes violent demands to the Hotel or its staff, or when a burden related to accommodation is requested in excess of a reasonable range.

(6) When the provision of Article 10 of the Enforcement Ordinance for the Ryokan Gyouhou Law issued by Hokkaido Prefecture is applicable.

(7) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Hotel (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Hotel.

07.02.

In cases where our Hotel has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

Article 8 Registration of Accommodation

08.01.

Our Hotel will use personal information to be provided upon application only for the arrangement of accommodations according to law and not for other purposes. There are cases in which our Hotel will confirm reservations by phone, mail, fax, e-mail and so on. Our Hotel will not disclose the personal information of the Guest to any third party, except for cases stipulated by law.

The Guest will be required to register the following particulars at the front desk of our Hotel:

- (1) Name, age, sex, address and occupation of the Guest.
- (2) Nationality, passport number, place entered and date entered, in the case of a foreign guest.
- (3) Scheduled date and time of departure.
- (4) Other particulars considered necessary by our Hotel.

08.02.

In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., he/she will be required to show them at the time of registration described in the preceding Paragraph.

08.03.

In the case of (2) in Paragraph 1, our Hotel will keep a copy of the Guest's passport based on the Enforcement Ordinance for the Ryokan Gyouhou Law.

Article 9 Time Allowed for Use of the Guest room

09.01.

As a general rule, the time allowed for the Guest to use the guest room of our Hotel shall be from 2:00 p.m. till 11:00 a.m. of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.

09.02.

Notwithstanding the provisions prescribed in the preceding Paragraph, the Hotel may permit the Guest to occupy the contracted guestroom beyond the occupancy hours. In this case, extra charges shall be paid, with such charges differing depending on the type of guest room and the length of the extended time period. The Guest is requested to ask the front desk for more details.

Article 10 Compliance of the Rules of Use of the Hotel

10.01

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

Article 11 Business Hours

11.01.

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

11.02.

The service hours described in the preceding Paragraph may be changed for unavoidable reasons, in which case the Guest will be notified by proper means.

Article 12 Payment of Charges

12.01.

The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached Schedule I.

12.02.

Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Hotel, such as traveler's check, accommodation coupon, credit card, etc., at the front desk at the time when the Guest departs from our Hotel or is charged by our Hotel.

12.03.

The total amount payable shall be paid even if the Guest voluntarily chooses not to utilize the accommodation facilities that are provided for him/her by the Hotel and are at his/her disposal.

Article 13 Responsibility and Indemnity of Our Hotel

13.01.

In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.

13.02.

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

13.03.

Our Hotel shall not be liable for any damage caused by equipment failure or software faults arising from the use of computer-related communication (e.g. Internet

connections) or the success/failure of such communication by Guests in their rooms. Further, the Hotel shall not be liable for any damage resulting from the failure or interruption of computer communication due to system failure or technical problems.

Article 14 Handling In Case the Guest Room Contracted Is Not Available

14.01.

Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Hotel shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.

14.02.

Notwithstanding the provision of the preceding Paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to him/her a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. The “compensation charge equivalent to the penalty” shall be calculated by considering the date of cancellation notification in Schedule II “Penalty (relating to Article 6, Paragraph 2) for Hotels as the date of compensation charge payment notification.

14.03.

Irrespective of the preceding two Paragraphs, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

Article 15 Handling of Checked Articles, etc.

15.01.

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

15.02.

When the Guest has brought into our Hotel articles, cash and/or valuables but has not checked them at the front desk, we shall compensate for the loss or damage inflicted on them if caused intentionally or by gross negligence on our part, except when the Guest has not clearly reported to us beforehand the kind and value of such items lost or damaged, in which case we shall compensate for the loss or damage up to the maximum

amount of 150,000 yen unless we are intentionally or negligently responsible for such loss or damage.

Article 16 Custody of the Baggage or Personal Belongings of the Guest

16.01.

When the baggage of the Guest has arrived at our Hotel prior to his/her arrival, our Hotel will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the front desk.

16.02.

When the baggage and/or belongings of the Guest are found left behind after his/her check-out, the Hotel shall, in principle, wait for an inquiry and further instructions from the owner of the articles in question. In the event that the Hotel does not receive any instructions from the owner, the Hotel shall keep the articles in question for a certain period of time and shall then handle such articles pursuant to applicable laws and regulations.

16.03.

The responsibility of our Hotel regarding the custody of the Guest's baggage or personal 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 16.02.

Article 17 Responsibility for Parking

17.01.

When the Guest uses the parking area of our Hotel, our Hotel only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our Hotel has been asked to keep the key to the vehicle. However, our Hotel shall be liable for compensation if and when the vehicle parked is damaged intentionally or by gross negligence on our side while keeping the parking area under our control.

Article 18 Responsibility of the Guest

18.01.

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

(Governing Law)

Article 19. The construction, interpretation and effect of the Accommodation Contract based on these Terms and Conditions are governed by the laws of Japan.

(Agreed Jurisdiction)

Article 20. The Hotel and the Guest shall agree that, in the event of any judicial dispute arising regarding an Accommodation Contract based on these Terms and Conditions and any agreements related thereto, such dispute shall be brought to the exclusive agreed-upon jurisdiction of the Sapporo District Court in the first instance.

(Revisions to Terms and Conditions)

Article 21.

1. The Hotel may revise these Terms and Conditions at the Hotel's own discretion.
2. In the case where the Hotel intends to revise these Terms and Conditions, the fact of such revision will be made, the content of these Terms and Conditions after such revision and the date on which such revisions take effect shall be notified on the Hotel's website by no later than one (1) month prior to the date on which the revisions are due to take effect.
3. In the case where the Guest has used the Hotel's services based on these Terms and Conditions on or after the date on which the revised Terms and Conditions take effect, it shall be regarded that the Guest has agreed upon the revisions hereto.

Attached Table No. 1

Breakdown of Total Amount Payable (please see of Article 2.1, Article 3.2 and Article 12.1)

Total Amount Payable	Break down	
	Accommodation Charges	(1) Room Charges(or Room Charges + Meal/Drink Fees for Breakfast,etc) (2) Service charges(Above amount×10%)
	Taxes	National Consumption Tax

Attached Table No. 2

Cancellation Charge Payable to Hotel (Please see Article 6.2)

Date when Contract Cancellation is Notified	Number of Rooms Applied For		
	1 to 10	11to 50	51 or more
No-show	100%	100%	100%
Day of Accommodation	100%	100%	100%
1Day Prior to Accommodation	80%	80%	80%
2Days Prior to Accommodation	50%	50%	50%
9Days Prior to Accommodation	—	20%	30%
20Days Prior to Accommodation	—	10%	20%
30Days Prior to Accommodation	—	—	10%

Note:

1. The percentage signifies the rate of cancellation charge to be multiplied by the Room Charges stipulated in Attached Table No. 1.
2. When the number of days contracted is shortened, a cancellation charge for the first day shall be paid by the Guest, regardless of the number of days shortened.
3. When part of a booking for 11rooms or more is cancelled, the cancellation charge shall not be charged for the number of rooms equivalent to 10% of the number of rooms planned to be reserved as of 10 days prior to the occupancy (when accepted less than 10 days prior to the occupancy, as of the date) with any fractions to be counted as a whole number.
4. The “date when contract cancellation is notified” shall be based on Japan Standard Time.