

Kindly refer to the following terms and conditions for accommodation contracts (hereinafter referred to as "the Agreement") when a guest intends to stay at a member hotel of RESOL Hotel & Resort.

[Scope of Application]

Article 1

Paragraph (1)

The contract for accommodation and related agreements to be entered into between our member hotel (hereinafter referred to as "the Hotel") and the hotel guest to be accommodated (hereinafter referred to as "the Guest") shall be subject to the Agreement. Any matter not specified by the Agreement shall be governed by laws and regulations and/or generally accepted practices.

Paragraph (2)

In the case the Hotel has entered into a special contract insofar as such special contract does not violate laws and regulations as well as generally accepted practices, the special contract shall override the provisions of the Agreement notwithstanding the preceding paragraph.

[Application for Accommodation Contracts]

Article 2

Paragraph (1)

A guest who intends to make an application for accommodation contract with the Hotel shall provide the Hotel with the following particulars:

"(a) Name(s) of the Guest(s)

(b) Date of accommodation and estimated time of arrival

(c) Accommodation charges (in principle, based on the basic accommodation charges listed in the attached Table #1)

(d) Any other particulars deemed necessary by the Hotel"

Paragraph (2)

In the case that the Guest requests an extended stay, during their stay, beyond the date specified in the sub-paragraph (b) of the preceding paragraph, the Hotel shall consider the request as a new application for accommodation contract at the time the request is made and process it accordingly.

[Conclusion of Accommodation Contract and related matters]

Article 3

Paragraph (1)

A contract for accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as prescribed in the preceding article. Provided that it has been proved that the Hotel has not accepted the application.

Paragraph (2)

When a contract for accommodation has been concluded in accordance with the provisions of the preceding paragraph, in principle, the Guest is requested to pay basic accommodation charges for the entire period of stay (for three days in case the period of stay exceeds three days) as an accommodation deposit set by the Hotel by the date specified by the Hotel.

Paragraph (3)

The accommodation deposit shall be first used for the total accommodation charges to be paid by the Guest, secondly for the cancellation charges and thirdly for the compensation for damages in the cases where the provisions of Article 6 and Article 19 become applicable, and the remainder, if any, shall be refunded at the time of payment for accommodation charges as prescribed in Article 13.

Paragraph (4)

When the Guest has failed to pay the accommodation deposit by the date specified by the Hotel as prescribed in the paragraph (2), the Hotel shall treat the accommodation contract as invalid. However, the aforesaid shall apply only in the case where the Guest is informed by the Hotel to that effect when the payment date for the deposit is specified.

〔Special Contract Requiring No Accommodation Deposit〕

Article 4

Paragraph (1)

Notwithstanding the provisions of paragraph (2) of Article 3, the Hotel may enter into a special contract requiring no accommodation deposit after the accommodation contract has been concluded.

Paragraph (2)

In the cases where the Hotel has not requested payment of accommodation deposit as prescribed in the paragraph (2) of Article 3 and/or has not specified the payment date for the deposit at the time the application for accommodation contract has been accepted, it shall be treated as the Hotel accepted a special contract prescribed in the preceding paragraph.

〔Refusal of Accommodation Contract〕

Article 5

Paragraph (1)

The Hotel may not accept the conclusion of accommodation contract under any of the

following cases:

- "(a) When the application for accommodation does not conform with the provisions of the Agreement;
- (b) When the Hotel is fully booked and no room is available;
- (c) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will act against the provisions of laws and regulations, the public order or good morals with regard to the accommodation;
- (d) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (e) When the Hotel is requested to assume an unreasonable burden with regard to the accommodation;
- (f) When the Hotel is unable to provide accommodation due to natural disasters, malfunction of the facilities and/or other unavoidable causes;
- (g) When the Guest seeking accommodation may disturb other Guests due to being dead drunk or other reasons.
- (h) When the Guest seeking accommodation is deemed to be a member of or linked to organized crime groups, affiliated corporations or organizations of organized crime groups or any other anti-social forces (hereinafter referred to as ""anti-social forces such as organized crime groups""');
- (i) When the Guest seeking accommodation is deemed to be a corporation or other organization whose business activities are under the control of anti-social forces such as organized crime groups;
- (j) When the Guest seeking accommodation is a corporation or other organization whose board member is identified to be anti-social forces such as organized crime groups;
- (k) When the Guest seeking accommodation acts disruptively and causes serious distress to other Guests;
- (l) When the Guest seeking accommodation makes violent demands to the Hotel or its employees;
- (m) When the provisions of prefectoral ordinance or other bylaws are applicable. "

〔Right to Cancel Accommodation Contract by the Guest〕

Article 6

Paragraph (1)

The Guest is entitled to cancel the accommodation contract by notifying the Hotel.

Paragraph (2)

"If the Guest has cancelled the accommodation contract in whole or in part due to the causes for which the Guest is liable (except in the case where the Hotel has requested the deposit

payment specifying the payment date as prescribed in the paragraph (2) of Article 3 and the Guest has cancelled before the payment), the Guest shall pay the cancellation charges as listed in the attached Table #2.

However, in the case that a special contract is accepted and entered as prescribed in the paragraph (1) of Article 4, the aforesaid shall apply only if the Guest is informed of the obligation of payment for cancellation charges in case of cancellation by the Guest. "

Paragraph (3)

In the case when the Guest does not appear by 8:00 p.m. on the accommodation date (or two hours after the expected time of arrival in case the Hotel is thus notified) without prior notice, the Hotel may regard the accommodation contract as being cancelled by the Guest and process accordingly.

〔Right to Cancel Accommodation Contract by the Hotel〕

Article 7

Paragraph (1)

The Hotel may cancel the accommodation contract under any of the following cases:

- "(a) When the Guest is deemed liable to conduct himself/herself in a manner that will act against the provisions of laws and regulations, the public order or good morals with regard to the accommodation;
- (b) When the Guest can be clearly detected as carrying an infectious disease;
- (c) When the Hotel is requested to assume an unreasonable burden with regard to the accommodation;
- (d) When the Hotel is unable to provide accommodation due to natural disasters and/or other unavoidable causes;
- (e) When the Guest does not observe prohibited actions prescribed by the Hotel Regulations such as smoking in bed, tampers with fire-fighting facilities and other actions (restricted to the particulars deemed necessary in order to avoid causing fires).
- (f) When the Guest falls under any of the following cases, the Hotel shall cancel the accommodation contract. (In case that the fact falling under the following cases is found out after the reservation is made or during the stay, the Hotel shall decline to provide services at that point.);
 - i) In case that the Guest is found out to be anti-social forces such as organized crime groups
 - ii) In case that the Guest is found out to be a corporation or other organization whose business activities are under the control of anti-social forces such as organized crime groups
 - iii) In case that the Guest is found out to be a corporation or other organization whose board member is identified as anti-social forces such as organized crime groups

- iv) In case that the Guest acts disruptively and causes serious distress to other Guests
- v) In case that the Guest makes violent demands to the Hotel or its employees
- (g) When violence, threat, extortion, overbearing unreasonable demand or similar actions are observed, the Hotel shall decline to provide services immediately to the party concerned. Also, when it is acknowledged that similar activity has occurred in the past, the Hotel shall decline to provide services to the party concerned.
- (h) When the user of the Hotel is observed to be unable to control himself/herself due to mental and physical weakness or loss of self caused by drugs or other factors, or may cause danger, fear or annoyance to other Guests, the Hotel shall decline to provide services immediately to the party concerned.
- (i) When loud voice, loud singing or disturbingly noisy actions inside the building or in the guest room bring a feeling of repulsion or cause trouble to other Guests, or gambling and other actions contrary to the public order and good morals are observed, the Hotel shall decline to provide services immediately to the party concerned.
- (j) When any other actions similar to the ones prescribed in the preceding sub-paragraphs are observed, the Hotel shall decline to provide services to the party concerned. "

Paragraph (2)

In case that the Hotel has cancelled the accommodation contract in accordance with the provisions of the preceding paragraph, the Hotel shall not charge the Guest for any of the accommodation services the Guest has not yet received.

〔Refusal and Cancellation of Banquet Usage Contract〕

Article 8

Paragraph (1)

The Hotel shall not accept the conclusion of a banquet usage contract under any of the following cases:

- "(a) When the Hotel users who attend the banquet include the followings;
 - i) a corporation or other organization whose business activities are under the control of anti-social forces such as organized crime groups
 - ii) a corporation whose board member is identified as anti-social forces such as organized crime groups
- (b) When the Hotel user acts disruptively and causes serious distress to other Hotel users;
- (c) When the Hotel user conducts a violent action and/or demands an unreasonable burden to the Hotel or its employees;"

〔Registration〕

Article 9

Paragraph (1)

The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation:

- "(a) Name, age, sex, address and occupation of the Guest(s);
- (b) For non-Japanese Guest(s), nationality, passport number, port and date of entry into Japan;
- (c) Date and estimated time of departure;
- (d) Any other particulars deemed necessary by the Hotel;"

Paragraph (2)

In case that the Guest intends to pay the accommodation charges prescribed in Article 13 by any means other than Japanese currency such as traveller's cheques, vouchers, credit cards or others, these credentials shall be shown in advance at the time of registration prescribed in the preceding paragraph.

〔Occupancy Hours of Guest Rooms〕

Article 10

Paragraph (1)

As for the time and hours the Guest is entitled to occupy the contracted guest room, please confirm with each member hotel. However, in the case that the Guest stays continuously, the Guest may occupy the guest room all day long except for the arrival and departure dates.

Paragraph (2)

Notwithstanding the provisions of preceding paragraph, the Hotel may permit the Guest to occupy the room beyond the time prescribed in the same paragraph. In that case, additional charges shall be paid as follows:

- "(a) 1,000 yen per hour extended after the specified check-out time (tax included);
- (b) After 5:00 p.m., 100% of the room charge;"

〔Observance of Hotel Regulations〕

Article 11

Paragraph (1)

The Guest shall observe the Hotel Regulations established by the Hotel and posted within the premises of the Hotel.

〔Business Hours〕

Article 12

Paragraph (1)

The business hours of the Hotel facilities and others shall be notified by the Hotel website, brochures provided at the Hotel facilities, displays at various places, service guides in the guest rooms.

Paragraph (2)

The business hours prescribed in the preceding paragraph are subject to temporary changes due to unavoidable reasons. In such a case, the Hotel guests shall be informed by appropriate means.

〔Payment of Accommodation Charges〕

Article 13

Paragraph (1)

The breakdown and calculation of accommodation and other charges shall be made as listed in the attached Table #1.

Paragraph (2)

Payment of the accommodation charges prescribed in the preceding paragraph shall be made by Japanese currency or by the means other than Japanese currency such as traveller's cheques, vouchers, credit cards or others the Hotel permits, at the time the Guest arrives at the Hotel or when the Hotel requests, at the front desk.

Paragraph (3)

Accommodation charges shall be paid even if the Guest voluntarily does not utilize the guest room after the room is provided and made available to the Guest.

〔Liabilities of the Hotel〕

Article 14

Paragraph (1)

The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or non-fulfillment of the accommodation contract and/or related agreements. However, the aforesaid shall not apply in the cases where such damage has been caused due to the reasons for which the Hotel is not liable.

Paragraph (2)

The Hotel has received the Certificate of excellence of the Fire Prevention Standard issued by the fire station. However, the Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

〔Procedures when Unable to Provide Contracted Room〕

Article 15

Paragraph (1)

When the Hotel is unable to provide the contracted room to the Guest, the Hotel shall arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.

Paragraph (2)

When the arrangement of other accommodation cannot be made, notwithstanding the provisions of the preceding paragraph, the Hotel shall pay the Guest compensation equivalent to the cancellation charges and the compensation money shall be applied to reparations. However, when the Hotel cannot provide accommodation due to the causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

〔Handling of Deposited Articles〕

Article 16

Paragraph (1)

The Hotel shall compensate the Guest for the damages if 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 it has occurred due to causes of force majeure. However, for cash and valuables, in case that the Guest has not made a declaration with respect to the type and value of cash and valuables despite the specific request by the Hotel, the liability of Hotel shall be limited to 150,000 yen.

Paragraph (2)

"Regarding the goods or valuables brought into the Hotel and not deposited at the front desk, the Hotel shall make compensation only if loss, breakage or other damages is caused due to intentional misconduct or negligence on the part of the Hotel.

However, in case that the Guest has not made a declaration with respect to type and value in advance, the liability of Hotel shall be limited to 150,000 yen."

〔Custody of Baggage and/or Belongings of the Guest〕

Article 17

Paragraph (1)

When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to keep the baggage only in the case that such a request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the front desk at the time of his/her check-in.

Paragraph (2)

When the baggage or belongings of the Guest are found left behind after his/her check-out and the ownership of the article is identified, the Hotel shall inform the owner of the article left and ask for further instructions. However, when no instruction is given to the Hotel by the owner or the ownership is not identified, the article will be processed based on the Lost Goods Law.

Paragraph (3)

The liability of the Hotel in regard to the custody of the baggage and belongings of the Hotel Guest in the cases of preceding two paragraphs shall be assumed in accordance with the provisions of paragraph (1) of Article 16 for the paragraph (1).

〔Liability with regard to Parking〕

Article 18

Paragraph (1)

When the Guest utilizes the Hotel parking lot, the Hotel shall not be liable for the parked car irrespective of whether the key of the vehicle has been deposited at the Hotel or not, as it shall be regarded that the Hotel simply offers the parking space. However, the Hotel shall compensate the Guest for the damage caused due to intentional misconduct or negligence on the part of the Hotel with regard to the management of parking lot.

〔Custody of Baggage and/or Belongings of the Guest〕

Article 19

Paragraph (1)

The Guest shall compensate the Hotel for the damage caused by an intentional act or by negligence on the part of the Guest.

Attached Table #1: Breakdown and Calculation method of Accommodation and other charges
(Paragraph (1) of Article 2, Paragraph (3) of Article 3)

Category	Breakdown
Total amount to be paid by the Guest	1. Basic accommodation charge (Room charge)
	2. Service charge (included in basic accommodation charge)
	3. Food and beverages and other usage charges
	4. Service charge (included in prices and charges)
	5. Consumption tax

Note 1: Basic accommodation charge is based on the tariffs posted at the front desk.

Attached Table #2: Cancellation charge (Please refer to Paragraph (2) of Article 6)

Date when cancellation of contract is notified		No show	Accommodation day	One day prior	Nine days prior	Twenty (20) days prior
Contracted number of Guests (Individual)	Up to fourteen (14) persons	100%	80%	20%	—	—
Contracted number of Guests (Group)	From fifteen (15) to ninety-nine (99) persons	100%	80%	50%	10%	—
	One hundred (100) persons or more	100%	100%	80%	20%	10%

Note 1: Basic accommodation charge is based on the tariffs posted at the front desk.

Note 2: In case that the contract period is shortened, irrespective of the days shortened, cancellation charge for one day shall be paid to the Hotel.

Note 3: In case that part of a group (for fifteen (15) persons or more) booking is cancelled, the cancellation charges shall not be charged for 10% of the number of persons booked (fractions shall be rounded up) as of ten days prior to the accommodation date (if the application is accepted within ten days before the accommodation date, the date of acceptance shall be applied).

Note 4: In case that specific cancellation charges are set for each stay plan, the provisions for the cancellation of individual stay plan shall override.

[Provisions governing revision of the constitution]

Article 20

Paragraph (1)

There is possibility that the contract may modify.