## Yasaka Yutone Accommodation Agreement

## (Applicable Scope)

Article 1: The accommodation contract concluded between the inn and the guest and contracts related thereto shall be governed by the provisions of this agreement. Matters not stipulated in this agreement shall be governed by laws or generally established customs.

2. Notwithstanding the preceding paragraph, when the inn agrees to special provisions within the scope not contrary to laws and customs, such special provisions shall take precedence.

### (Application for Accommodation Contract)

Article 2: Those wishing to apply for an accommodation contract at the inn shall provide the following information to the inn:

- (1) Name of the guest
- (2) Date of stay and expected time of arrival
- (3) Accommodation fee (based on the basic accommodation fee in Schedule 1 as a general rule)
- (4) Any other information deemed necessary by the inn
- 2. If a guest requests to extend their stay beyond the date of stay specified in item 2 of the preceding paragraph during their stay, the inn shall process it as a new application for an accommodation contract at the time the request is made.

#### (Conclusion of Accommodation Contract)

Article 3: The accommodation contract shall be deemed concluded when the inn accepts the application as per the preceding article. However, this shall not apply when the inn can prove non-acceptance.

- 2. When the accommodation contract is concluded as per the preceding paragraph, the guest shall pay the specified application fee set by the inn, limited to the basic accommodation fee for the accommodation period (3 days when exceeding 3 days), by the date specified by the inn.
- 3. The application fee shall first be applied to the accommodation fee that the guest ultimately owes. In the event of circumstances requiring the application of Articles 6 and 18, it shall be applied after the penalty fee and before the compensation fee, and any remaining balance shall be refunded when making payments as per Article 12.
- 4. If the application fee specified in paragraph 2 is not paid by the date specified by the inn, the accommodation contract shall lose its effect. However, this shall only apply when the inn notifies the guest of the payment deadline.

## (Special Provision Regarding Non-requirement of Application Fee)

Article 4: Notwithstanding the provision of Article 3, paragraph 2, the inn may agree to waive the requirement for payment of the application fee specified in the same paragraph after the conclusion of the contract.

2. When accepting the application for an accommodation contract, if the inn does not request payment of the application fee specified in Article 3, paragraph 2, or does not specify the payment deadline for the application fee, it shall be treated as if agreeing to the provision of the preceding paragraph.

(Request for Cooperation in Preventive Measures against Infection at the Facility)

Article 4-2: The inn may request cooperation from individuals intending to stay in accordance with the provisions of Article 4-2, paragraph 1 of the Hotel Business Law (Law No. 138 of 1948) regarding preventive measures against infection at the facility.

## (Refusal to Conclude Accommodation Contract)

Article 5: The inn may refuse to conclude an accommodation contract in the following cases. However, this provision does not imply that the inn may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Law.

- (1) When the application for accommodation does not comply with this agreement.
- (2) When there is no availability of rooms due to full occupancy.
- (3) When the individual intending to stay is deemed to pose a risk of engaging in acts contrary to legal provisions, public order, or good morals regarding accommodation.
- (4) When the individual intending to stay falls under the following criteria:
- a. Organized crime groups (hereinafter referred to as "organized crime groups") as defined in Article 2, paragraph 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), organized crime group members (hereinafter referred to as "organized crime group members") as defined in the same article, quasi-members of organized crime groups, or other antisocial forces.
- b. When the corporation or other organization controlling business activities is an organized crime group or organized crime group member.
- c. When there are individuals among the officers of a corporation who fall under organized crime group members.
- (5) When the individual intending to stay engages in behaviors that cause significant inconvenience to other guests.
- (6) When the individual intending to stay is a patient with specified infectious diseases as defined in Article 4-2, paragraph 1, item 2 of the Hotel Business Law.
- (7) When violent demands are made regarding accommodation or when unreasonable burdens beyond a reasonable range are requested. (Excluding cases where the individual intending to stay requests the removal of social barriers under Article 7, paragraph 2, or Article 8, paragraph 2 of the Act on Promotion of Efforts to Eliminate Discrimination against Persons with Disabilities.)
- (8) When the individual intending to stay repeatedly makes requests defined in Article 5-6 of the Enforcement Regulations of the Hotel Business Law, which significantly obstruct the provision of accommodation services to other guests due to excessive burdens on the inn.
- (9) When it is impossible to accommodate due to natural disasters, facility malfunctions, or other unavoidable reasons.
- (10) When it falls under the cases specified in Article 5 of the Kyoto Prefectural Ordinance for Enforcement of the Hotel Business Law.

(Explanation of Refusal to Conclude Accommodation Contract)

Article 5-2: Individuals intending to stay may request an explanation from the inn if the inn refuses to conclude an accommodation contract based on the preceding article.

(Right to Terminate Accommodation Contract by Guest)

Article 6: Guests may request the inn to terminate the accommodation contract.

- 2. If the guest terminates all or part of the accommodation contract due to reasons attributable to them (excluding cases where the inn has specified the payment deadline for the application fee pursuant to Article 3, paragraph 2, and requested payment, except when the guest terminates the accommodation contract before such payment), the inn shall charge a penalty fee as specified in Schedule 2. However, in cases where the inn agrees to the special provision in Article 4, paragraph 1, the obligation to pay the penalty fee when the guest terminates the accommodation contract shall be limited to cases where the inn has notified the guest of such obligation upon agreeing to the special provision.
- 3. If the guest does not arrive without prior notice by 8:00 p.m. on the day of arrival (or 2 hours after the specified time of arrival if indicated), the inn may consider the accommodation contract terminated by the guest and process it accordingly.

## (Inn's Right to Terminate Accommodation Contract)

Article 7: The inn may terminate the accommodation contract in the following cases. However, this provision does not imply that the inn may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Law.

- (1) When it is recognized that the guest may engage in acts contrary to legal provisions, public order, or good morals regarding accommodation, or when such acts have been committed.
- (2) When it is recognized that the guest falls under the following criteria:
- a. Organized crime groups, organized crime group members, quasi-members of organized crime groups, or other antisocial forces.
- b. When the corporation or other organization controlling business activities is an organized crime group or organized crime group member.
- c. When there are individuals among the officers of a corporation who fall under organized crime group members.
- (3) When the guest engages in behaviors that cause significant inconvenience to other guests.
- (4) When the guest is a patient with specified infectious diseases.
- (5) When violent demands are made regarding accommodation or when unreasonable burdens beyond a reasonable range are requested. (Excluding cases where the guest requests the removal of social barriers under Article 7, paragraph 2, or Article 8, paragraph 2 of the Act on Promotion of Efforts to Eliminate Discrimination against Persons with Disabilities.)
- (6) When the guest repeatedly makes requests defined in Article 5-6 of the Enforcement Regulations of the Hotel Business Law, which significantly obstruct the provision of accommodation services to other guests due to excessive burdens on the inn.
- (7) When it is impossible to accommodate due to reasons arising from natural disasters or other force

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- (8) When it falls under the cases specified in Article 5 of the Kyoto Prefectural Ordinance for Enforcement of the Hotel Business Law.
- (9) When the guest engages in prohibited actions in accordance with the inn's rules, such as smoking in the bedroom, tampering with firefighting equipment, or other prohibited actions specified by the inn's rules (limited to those necessary for fire prevention).
- 2. When the inn terminates the accommodation contract based on the preceding provision, no charges shall be incurred for accommodation services or other services that the guest has not yet received.

## (Explanation of Termination of Accommodation Contract)

Article 7-2: Guests may request an explanation from the inn if the inn terminates the accommodation contract based on the preceding article.

### (Registration of Accommodation)

Article 8: On the day of accommodation, guests shall register the following information at the front desk of the inn:

- (1) Name, address, and contact information of the guest
- (2) For foreign nationals without an address in Japan: nationality and passport number
- (3) Any other information deemed necessary by the inn
- 2. If guests intend to make payment for the charges specified in Article 12 using methods such as traveler's checks, accommodation vouchers, or credit cards, they shall present them at the time of registration as specified in the preceding paragraph.

## (Usage Hours of Guest Rooms)

Article 9: The hours during which guests may use the guest rooms of the inn are from 2:00 p.m. until 11:00 a.m. the following morning. However, in the case of continuous accommodation, excluding the arrival and departure dates, guests may use the rooms throughout the day.

- 2. Notwithstanding the provisions of the preceding paragraph, the inn may accommodate guests outside the hours specified in the same paragraph for convenience. In this case, the following additional charges shall apply:
  - (1) Up to 3 hours: 30% of the room rate equivalent amount
  - (2) Up to 6 hours: 60% of the room rate equivalent amount
  - (3) 6 hours or more: 100% of the room rate equivalent amount
- 3. The room rate equivalent amount in the preceding paragraph shall be 70% of the basic accommodation fee.

#### (Compliance with Rules of Use)

Article 10: Guests shall comply with the rules of use established by the inn and displayed within the premises of the inn.

### (Business Hours)

Article 11: The operating hours of the main facilities of the inn are as follows, and detailed operating hours of other facilities will be provided in brochures, notices displayed throughout the premises, and service directories in guest rooms:

- (1) Front desk and cashier service hours:
- a. Gate closing time: 24:00 (12:00 a.m.)
- b. Front desk service hours: 7:00 a.m. to 10:00 p.m.
- (2) "Feast Kikusaya" service hours:
- a. Breakfast: Start from 8:00 a.m. to 9:00 a.m.
- b. Dinner: Start from 6:00 p.m. to 8:00 p.m., closing at 10:00 p.m.
- (3) Lounge: 8:00 a.m. to 11:00 a.m. and 2:00 p.m. to 12:00 a.m.
- 2. The hours specified in the preceding paragraph may be subject to temporary changes if necessary. In such cases, appropriate notice will be provided.

# (Payment of Fees)

Article 12: The breakdown of accommodation fees and other charges payable by guests shall be as specified in Schedule 1.

- 2. Payment of the accommodation fees and other charges specified in the preceding paragraph shall be made by currency, credit card, or other acceptable means at the front desk upon the guest's departure or when requested by the inn.
- 3. Even if the guest voluntarily chooses not to stay after the inn has provided a room and it becomes available for use, accommodation fees will still be charged.

#### (Inn's Liability)

Article 13: The inn shall compensate the guest for any damages caused to them as a result of the performance or non-performance of the accommodation contract and related contracts. However, this shall not apply if the damages are not attributable to the fault of the inn.

2. The inn has obtained appropriate marks from the fire department and is insured under the Hotel Liability Insurance to address any fires or similar emergencies.

#### (Treatment When the Contracted Room Cannot Be Provided)

Article 14: If the inn cannot provide the guest with the contracted room, the inn shall seek the guest's consent and endeavor to arrange alternative accommodation with similar conditions, to the extent possible.

2. If, despite the provisions of the preceding paragraph, the inn is unable to arrange alternative accommodation, the inn shall pay the guest compensation equivalent to the penalty fee, and this compensation shall be deducted from the amount of damages. However, if there are no reasons attributable to the inn for the inability to provide the room, no compensation shall be paid.

## (Treatment of Deposited Items)

Article 15: In the event of loss, damage, or other harm to items, cash, or valuables deposited by guests at the front desk, the inn shall compensate for such damages, except in cases of force majeure. However, for cash and valuables, if the inn has requested disclosure of their type and value and the guest has failed to provide such information, the inn's liability shall be limited to 150,000 yen.

2. If loss, damage, or other harm occurs to items, cash, or valuables brought into the inn by guests but not deposited at the front desk, due to the inn's intentional or negligent acts, the inn shall compensate for such damages. However, for items for which the guest has not previously disclosed the type and value, except in cases of the inn's intentional or gross negligence, the inn's liability shall be limited to 150,000 yen.

# (Storage of Guest Luggage or Belongings)

Article 16: If a guest's luggage arrives at the inn before their check-in, the inn shall store it responsibly only with the guest's prior consent and deliver it to the guest upon check-in at the front desk.

- 2. In the event that a guest's luggage or belongings are forgotten at the inn after the guest checks out, and the owner is identified, the inn shall contact the owner and request their instructions. However, if no instructions are provided by the owner or if the owner cannot be identified, the inn shall store the items for 7 days from the date of discovery and then deliver them to the nearest police station.
- 3. The inn's responsibility for the storage of guest luggage or belongings in the cases mentioned in the preceding two paragraphs shall be governed by the provisions of Article 15, paragraph 1 in the case of the first paragraph, and by the provisions of Article 15, paragraph 2 in the case of the second paragraph.

### (Parking Responsibility)

Article 17: When guests use the parking lot recommended by the inn, regardless of whether they deposit their vehicle keys, they shall not bear responsibility for the management of the vehicle.

#### (Responsibility of Guests)

Article 18: If the hotel suffers damages due to the intentional or negligent actions of a guest, the guest shall compensate the hotel for such damages.

Separate Table 1: Breakdown of Accommodation Charges (Related to Article 2, Paragraph 1 and Article 12, Paragraph 1)

Total amount to be paid by the guest:

	Accommodation	fee	breakdown:	Basic	accommodation	fee	(room	rate	+	breakfast	and	dinner	+
СО	nsumption tax, etc.	.)											

- ☐ Additional charges breakdown: Additional drinks (food and beverages other than breakfast and dinner) and other usage fees, consumption tax, accommodation tax, etc.
- 1. The basic accommodation fee is based on the rate table posted on the hotel's official website.
- 2. Child rates apply to elementary school students and generally provide meals and bedding equivalent to adults, charging 70% of the adult rate. The fee remains the same even if meals and bedding are not utilized.

Separate Table 2: Cancellation Fees (Related to Article 6, Paragraph 2)

Notification date of contract cancellation

No-show or same day: 100%

One day prior: 50% 5 days prior: 30% 7 days prior: 20%

(Note) 1. The percentage represents the ratio of cancellation fee to the basic accommodation fee (including consumption tax).

- 2. In case of shortened length of stay, regardless of the number of days shortened, a one-day (first day) cancellation fee will be charged.
- 3. These accommodation terms and conditions also apply to day-use guests.