

**General Terms and Conditions for Accommodation Contract**  
**of**  
**Fujinomiya Fujikyu Hotel**

**(Scope of Terms and Conditions)**

**Article 1**

1. Contracts for Accommodation and related agreements to be entered into by the Hotel shall be subject to the General Terms and Conditions for Accommodation Contract (“the Terms and Conditions”). Particulars not provided for herein shall be governed by laws and ordinances and/or generally accepted practices.
2. Notwithstanding the preceding paragraph, the Hotel may enter into a special contract insofar as such special contract does not violate the intent of the Terms and Conditions, any laws, ordinances, or generally accepted practices.

**(Refusal of Accommodation Contracts)**

**Article 2**

1. The Hotel may refuse to conclude the Accommodation Contract in any of the following cases:
  - (1) When the application for accommodation does not conform to the provisions of the Terms and Conditions;
  - (2) When the Hotel is fully booked and no room is available;
  - (3) When the Guest seeking accommodation is considered liable to act in violation of the provisions of laws or ordinances or act in a manner contrary to the public order or good morals in regard to his/her accommodation;
  - (4) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
  - (5) When the Hotel is required to assume an unreasonable burden in regard to the Guest’s accommodation;
  - (6) When the Hotel is unable to provide accommodation due to natural disasters, dysfunction of its facilities and/or other unavoidable causes;
  - (7) When a situation falls under any of the provision of Article 5 of the Ordinance of Inns and Hotels Act enforced by Shizuoka Prefecture; or
  - (8) When the Hotel deems the contract inappropriate.
2. The Hotel shall refuse to conclude the Accommodation Contract in any of the following cases:
  - (1) When the Guest seeking accommodation is an organized crime group; a member of an organized crime group; a company, corporation, organization, or person affiliated with an organized crime group; or any other antisocial group (hereinafter collectively referred to as “Antisocial Forces”);
  - (2) When the Guest seeking accommodation is a corporation or any other organization whose

business activities are controlled by an organized crime group or a member of an organized crime group;

- (3) When the Guest seeking accommodation is a corporation, any of whose officers is a member of an organized crime group;
- (4) When the Guest seeking accommodation has created a significant nuisance to other guests;  
or
- (5) When the Guest seeking accommodation has committed violent acts of demand to the Hotel, the employees of the Hotel or other Guests or requested them to assume a burden beyond the reasonable extent.

#### **(Notification of Name)**

##### **Article 3**

When the Hotel accepts an application for accommodation prior to the accommodation date (“Application for Accommodation Reservation”), the Hotel may require the Guest applying for such reservation to notify the following particulars by the date specified by the Hotel:

- (1) Name, sex, nationality, and occupation of the Guest(s); and
- (2) Any other particulars deemed necessary by the Hotel.

#### **(Accommodation Deposit)**

##### **Article 4**

1. When the Hotel accepts the Application for Accommodation Reservation, the Hotel may require the Guest to pay an accommodation deposit within the limits of accommodation charges for the Guest’s entire period of stay (or for three days if the period of stay exceeds three days) by the date specified by the Hotel.
2. The deposit referred to in the preceding paragraph shall be used for the cancellation charges under Article 5 if applicable and the remainder, if any, shall be refunded.

#### **(Cancellation of Reservation)**

##### **Article 5**

1. If the Guest who has a reservation cancels the whole or a part of such reservation, the Guest shall pay the cancellation charges to the Hotel according to the following; provided, however, that when part of a group booking (for 15 persons or more; the same shall apply hereinafter) is canceled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the total number of persons booked as of 10 days prior to the occupancy (when the Application for Accommodation Reservation is accepted by the Hotel less than 10 days prior to the occupancy, as of the date) with fractions rounded up.

- (1) For Individual Guest
  - a. If cancellation is made one day prior to the accommodation date, the cancellation charge per person shall be the amount equivalent to 20% of the accommodation

charges for the first day.

- b. If cancellation is made on the accommodation date, the cancellation charge per person shall be the amount equivalent to 80% of the accommodation charges for the first day and if cancellation is made at 3:00 p.m. or later on such day, the cancellation charge per person shall be the amount equivalent to 100% of the accommodation charges for the first day.

(2) For Group Guest

- a. If cancellation is made nine days to two days prior to the accommodation date, the cancellation charge per person shall be the amount equivalent to 10% of the accommodation charges for the first day.
  - b. If cancellation is made one day prior to the accommodation date, the cancellation charge per person shall be the amount equivalent to 20% of the accommodation charges for the first day.
  - c. If cancellation is made on the accommodation date, the cancellation charge per person shall be the amount equivalent to 80% of the accommodation charges for the first day.
2. If the Guest does not appear by 8:00 p.m. on the accommodation date (or within two hours of the expected arrival time specified by the Guest beforehand) without notice, the Hotel may deal with the Guest's reservation as if it had been canceled by application.
  3. In the case where the Guest's reservation is deemed to have been canceled subject to the preceding paragraph, if the Guest's failure to arrive without notice is proven to be due to no arrival or delay of railway, airline or any other public transportation or other causes not attributable to the Guest, the cancellation charges as stipulated in Paragraph 1 of this Article shall not be charged.

**(Cancellation of Accommodation Contract)**

**Article 6**

1. Unless otherwise stipulated herein, the Hotel may cancel the Accommodation Reservation in any of the following cases:
  - (i) When a situation falls under any of the cases stipulated in **Item 3 to Item 8 of Paragraph 1 of Article 2**;
  - (ii) When any of the particulars stipulated in Item 1 of Article 3 is not notified by the specified date;
  - (iii) When the accommodation deposit stipulated in **Paragraph 1 of Article 4** is not paid by the specified date;
  - (iv) When the Guest does not refrain from prohibited actions, such as smoking in bed, tampering with the firefighting facilities or other prohibited actions stipulated by the Hotel

- in the Usage Regulations (restricted to particulars deemed necessary to prevent fires);
- (v) When the Guest does not observe the Usage Regulations stipulated in Article 10 or when the Hotel deems inappropriate.
2. The Hotel shall cancel the Accommodation Contract if the Guest falls under any of the following cases:
- (i) Antisocial Forces, such as *Boryokudan*;
  - (ii) A corporation or any other organization whose business activities are controlled by an organized crime group or a member of an organized crime group;
  - (iii) A corporation, any of whose officers is a member of an organized crime group;
  - (iv) When the Guest has created a significant nuisance to other guests; or
  - (v) When the Guest has committed violent acts of demand to the Hotel, the employees of the Hotel or other guests, or made a request beyond the reasonable extent.
3. If the Accommodation Reservation is canceled in accordance with the preceding paragraph, the Hotel shall refund the deposit for such Accommodation Reservation, if any, to the Guest.

#### **(Registration of Accommodation)**

##### **Article 7**

The Guest shall register the following information at the front office of the Hotel on the accommodation date:

- (1) Particulars stipulated in Item 1 of Article 3;
- (2) Passport number, port and date of entry to Japan (except for Japanese citizens);
- (3) Date and time of departure; and
- (4) Other particulars deemed necessary by the Hotel.

#### **(Check-out Time)**

##### **Article 8**

- 1. The time when the Guest is requested to vacate a room of the Hotel ("checkout time") is 10:00 a.m.
- 2. Notwithstanding the preceding paragraph, the Hotel may permit the Guest to occupy a room beyond the checkout time. In this case, extra charges shall be paid as follows:
  - (i) From 10:00 a.m. until 12:00 p.m.            30% of the room charge for one night
  - (ii) From 10:00 a.m. until 2:00 p.m.            50% of the room charge for one night
  - (iii) After 2:00 p.m.                                100% of the room charge for one night

#### **(Payment of Charges)**

##### **Article 9**

- 1. The room charges shall be paid in advance. The balance shall be paid at the time of checkout.

The payment shall be made in currency or by means of traveler's checks, vouchers, or coupons accepted by the Hotel.

2. The Hotel does not accept the payment by check.
3. Once the Guest begins to use a guest room, the accommodation charges shall be paid even if the Guest chooses not to stay overnight.

### **(Observance of Usage Regulations)**

#### **Article 10**

The Guest shall be required to observe the Usage Regulations established by the Hotel during the stay in the Hotel.

### **(Refusal of Continuation of Accommodation)**

#### **Article 11**

The Hotel may refuse to continue providing accommodation even during the accommodation period if any of the following events occurs:

- (i) When a situation falls under any of the cases stipulated in Item 3 to Item 8 of Paragraph 1 of Article 2; or
- (ii) When the Guest fails to observe the Usage Regulations stipulated below.

### **(Responsibility of Accommodation)**

#### **Article 12**

1. The responsibility of the Hotel concerning accommodation shall start when the Guest registers at the front office of the Hotel or the Guest enters a guest room, whichever comes first, and shall cease at the time when the Guest vacates the room for departure.
2. The Hotel shall not be responsible for accidents arising due to the Guest's failure to observe the Terms and Conditions and the Usage Regulations.
3. The Hotel, when it is unable to provide a guest room to the Guest due to causes attributable to the Hotel, shall secure accommodation of the same or similar standard at facilities elsewhere for the Guest unless it is impossible due to natural disasters or other causes. In this case, the Guest shall not be charged any fees including the accommodation charges for the date when the Hotel becomes unable to provide a guest room.

### **(Handling of Deposited Articles)**

#### **Article 13**

1. The Hotel shall compensate the Guest for any loss, breakage, or other damage caused to any of the articles, including cash and valuables deposited at the front office of the Hotel by the Guest unless caused by force majeure. As for cash and valuables, if the Guest fails to expressly report its kind and value when required by the Hotel, the Hotel shall compensate the Guest within the limit of 150,000 yen.

2. The Hotel shall compensate the Guest for any loss, breakage, or other damage caused by intention or negligence on the part of the Hotel to the articles, including cash and valuables brought onto the premises of the Hotel by the Guest, but not deposited at the front office of the Hotel. The Hotel shall, however, compensate the Guest for the damage caused to the articles whose kind and value have not been expressly reported by the Guest in advance within the limit of 150,000 yen.

**(Responsibility for Parking)**

**Article 14**

When the Guest uses the parking area of the Hotel, the Hotel only lends the parking area and shall not assume responsibility for care or custody of the vehicle parked by the Guest, regardless of whether the Guest entrusts the key of the vehicle to the Hotel. The Hotel shall, however, compensate for any damage caused to the vehicle due to intention or negligence on the part of the Hotel.

**(Disclaimer)**

**Article 15**

The Guest shall be responsible for the use of the computer network at the Hotel. The Hotel shall not be responsible for any damage incurred by the Guest during the use of the computer network resulting from suspension of service due to system failure or other disturbances. If the Hotel or any third party suffers damages arising from the use of the computer network by the Guest that the Hotel deems inappropriate, the Guest shall be required to compensate for such damages.

## **Fujikyu Hotel Use Regulations**

To ensure the public nature and the safety of the Hotel, the Guest of the Hotel shall be required to observe the following regulations pursuant to Article 10 of the General Terms and Conditions for Accommodation Contract.

1. Do not use heating equipment or cooking equipment, or any other equipment that may cause fire within the premises of the Hotel;
2. Do not smoke in bed or near flammable materials;
3. Do not bring into the Hotel the following objects:
  - a. Animals, birds and other pets except for guide dogs, hearing assistance dogs, partner dogs, and other assistance dogs for the disabled
  - b. Combustible or flammable materials such as gunpowder and volatile oil
  - c. Materials that give off foul odors
  - d. Firearms and swords, the possession of which is prohibited and not permitted by law
4. Do not conduct gambling or other acts that may be offensive to public order or morals or that may cause annoyance to other guests within the premises of the Hotel;

5. Do not invite visitors to a guest room;
6. Do not use a guest room or lobby as an office or exhibit hall;
7. Do not distribute advertising materials or goods to other guests within the premises of the Hotel;
8. Do not order in or bring food and beverages from outside of the Hotel;
9. The Hotel shall store any items deposited or left behind by the Guest for three months after departure unless otherwise notified. After that, the Hotel shall handle such items pursuant to the Lost Goods Law.
10. As for facilities, furniture, equipment or other articles within the premises of the Hotel:
  - a. Do not use them for purposes other than those intended;
  - b. Do not take them outside the Hotel;
  - c. Do not move them to another place or process them;
  - d. If the building, furniture or other articles are damaged, contaminated, or lost due to causes other than force majeure, the Guest may be charged the equivalent amount.
11. Please keep the volume of the TV or the radio in a guest room down in the middle of the night in order not to disturb other guests.
12. Please refrain from going out of a guest room in your bathrobe or slippers.
13. Payment by check and exchange of money are not accepted.
14. Make certain where the emergency exit is before you go to bed.