

# Accommodation Agreement

## Scope of Application

### Article1

1. Accommodation agreements and related contracts entered into by Rakudoan (hereinafter referred to as "our hotel") with guests shall be in accordance with the provisions of this Accommodation Agreement, and any matters not provided for in this Accommodation Agreement shall be in accordance with laws and ordinances or generally established customs.

2. In the event that our hotel has made special provisions not in conflict with laws, ordinances, and custom, such special provisions shall prevail notwithstanding the provisions of the preceding paragraph.

## Application for Accommodation Agreement

### Article2

1. A person who wishes to apply for an Accommodation agreement with our hotel is required to provide the following information to this facility.

- Name of the person staying
- Date of stay and estimated time of arrival
- Accommodation charge
- Other items deemed necessary by our hotel

2. In the event that a guest requests to continue his/her stay beyond the date of stay stipulated in Article2-2 during the stay, this hotel shall treat such request as a new application for Accommodation agreement at the time such request is made.

## Conclusion of Accommodation agreement, etc.

### Article3

1. Accommodation agreement shall be established when our hotel accepts the application described in the preceding article. However, this shall not apply when our hotel proves that it did not give its consent.

2. When an Accommodation agreement has been concluded pursuant to the preceding paragraph, the guest shall pay an application fee determined by our hotel by the date specified by this facility, which shall be limited to the basic room charge for the period of stay (for a period exceeding 3 days).

3. The deposit shall first be applied to the room charge ultimately payable by the guest, and in the event that the provisions of Articles 6 and 18 apply, the deposit shall be applied in the order of penalty followed by compensation, and any remaining amount shall be returned at the time of payment of the charges pursuant to Article 12.

4. In the event that the reservation deposit as specified in Paragraph 2 is not paid by the date designated by our hotel in accordance with the provisions of the same paragraph, the Accommodation agreement shall cease to be effective. However, this shall apply only in the event that our hotel has notified the guest to that effect when designating the date for payment of the application fee.

## Special provision that the application fee is not required to be paid

### Article 4

Notwithstanding the provisions of Paragraph 2 of the preceding article, our hotel may accept a special agreement not to require payment of the application fee as specified in the same paragraph after the contract is concluded.

In the event that our hotel does not require payment of the application fee as specified in Paragraph 2 of the preceding article or does not specify the date of payment of said application fee upon acceptance of the application for Accommodation agreement, it shall be deemed that our hotel has complied with the special contract as specified in the preceding paragraph.

### **Refusal to enter into Accommodation agreement**

#### Article 5

Our hotel may refuse to enter into an Accommodation agreement in the following cases

1. When the application for accommodation is not in accordance with these terms and conditions.
2. When there is no room available due to full occupancy.
3. When it is recognized that the person seeking accommodation is likely to conduct himself/herself in a manner contrary to the provisions of the law, public order, or good morals in connection with the accommodation.
4. When it is recognized that the person who intends to stay at our hotel falls under any of the following conditions

-Organized crime groups as defined in Article 2, Item 2 of the Law Concerning Prevention of Unjust Acts by Organized Crime Groups (Law No. 77, 1991), organized crime group members as defined in Article 2, Item 6 of the said Law, organized crime group associate member or a person related to organized crime groups or other antisocial forces.

-When the entity is a juridical person or other organization whose business activities are controlled by an organized crime group or an organized crime group member

-A juridical person whose officers fall under the category of organized crime group member.

5. When a person who intends to stay at the hotel uses language or conduct that is extremely disturbing to other guests.
6. When our hotel determines that the person who intends to stay at the hotel is or may be suffering from a disease that may be infectious to other guests.
7. When a violent act of demand is committed or a burden exceeding a reasonable range is demanded in relation to the accommodation.
8. When the hotel is unable to accommodate the guest due to a natural disaster, breakdown of facilities, or other unavoidable reasons.
9. When the case falls under the provisions of the ordinance for enforcement of the Hotel Business Act established by the prefecture.
10. When a person who has applied for accommodation has made an application for the reserved room with a secret purpose to gain personal benefit, such as resale or mediation for a fee.
11. When the person applying for accommodation has caused any problems in the past with persons related to this hotel (including but not limited to executives, staff, guests, and business partners).
12. In addition to the above, when our hotel deems it inappropriate to allow the person seeking to stay at our hotel.

### **Accommodation agreement right of the guest to cancel**

#### Article 6

1. Guests may cancel the Accommodation agreement by making a request to our hotel.
2. In the event that guests cancel all or part of the Accommodation agreement for reasons attributable to guests (except when our hotel specifies the due date for payment of the application fee and requests payment of the application fee in accordance with Article 3, paragraph 2, and guests cancel the Accommodation agreement prior to such payment.), a penalty charge as determined by our hotel will be applied. However, in the event that our hotel has agreed to the special contract stipulated in Article 4, Paragraph 1, this will only be the case when our hotel has notified guests of their obligation to pay the penalty when they cancel their Accommodation agreement in response to such the special contract.
3. In the event that guests fail to arrive on the day of their stay without giving notice, our hotel may treat the Accommodation agreement as having been canceled by the guests.

### **Right to Cancel the Contract of our hotel**

#### Article 7

Our hotel reserves the right to cancel the Accommodation agreement in the following cases

1. When it is recognized that guests are likely to commit an act contrary to the provisions of the law, public order, or good morals in connection with their stay, or when it is recognized that guests have committed such an act.
2. When guests are recognized as falling into any of the following categories
  - Organized crime group, organized crime group member, organized crime group associate member or a person related to organized crime groups or other antisocial forces.
  - In case organized crime group or a juridical person or other organization controlled by organized crime group members in its business activities.
  - Corporations whose officers are members of organized crime syndicates.
  - When it is clearly recognized that the guests are infectious diseases.
3. When a violent demand is made with regard to accommodation, or when a burden exceeding a reasonable range is demanded.
4. When the hotel is unable to accommodate guests due to a force majeure such as a natural disaster.
5. When it is recognized that the guest is likely to cause inconvenience to other guests due to drunkenness, etc., such as singing, entering the guest room, etc., or when guests have said or done something that is extremely disturbing to other guests.
6. When guests do not comply with the prohibition of smoking in the bedroom, mischief to fire fighting equipment, and other rules of use (limited to what is necessary for fire prevention).

When our hotel cancels the Accommodation agreement in accordance with the preceding paragraph, the guest will not be charged for any Accommodation service that has not yet been provided.

### **Accommodation Registration**

#### Article 8

1. Guests are requested to register the following items at our hotel on the day of their stay
  - The guest's name, age, gender, address and occupation
  - In the case of foreigners, nationality, passport number, place of entry and date of entry
  - Departure date and scheduled departure time
  - Other matters deemed necessary by our hotel
2. When guests intend to pay the charges in accordance with Article 12 by credit card or other means that can be substituted for currency, they are requested to present such credit card or other means at the time of registration in advance as described in the preceding paragraph.

## **Hours of use of guest rooms**

### Article 9

1. The hours during which guests may use the guest rooms of our hotel shall be in accordance with the rules of our hotel. However, in the case of a consecutive stay, guests may use the room for the entire day, except for the day of arrival and the day of departure.
2. Notwithstanding the provisions of the preceding paragraph, our hotel may accept the use of a guest room outside the hours stipulated in the preceding paragraph. In such cases, an additional fee will be charged as specified by our hotel.

## **Compliance with the Rules of Use**

### Article 10

Guests shall comply with the rules of use and regulations posted, displayed, or placed in the hotel in accordance with these terms and conditions.

## **Business Hours**

### Article 11

Detailed information on the business hours of our hotel will be provided in brochures and notices posted throughout the hotel.

Please note that business hours are subject to change without prior notice.

## **Payment of Fees**

### Article 12

1. The room charge payable by the guest and the method of calculation thereof shall be in accordance with the rules of our hotel.
2. Payment of the accommodation charge, etc. set forth in the preceding paragraph shall be made at the time of the guests' departure or when requested by our hotel, in currency or by a credit card accepted by our hotel or by any other method that can be substituted for such payment.
3. The accommodation charge shall be charged even if guests voluntarily do not stay in the room after our hotel has provided the room to guests and made it available for use.

## **Responsibility of our hotel**

### Article 13

1. Our hotel shall indemnify guests for damages caused by malicious intent or gross negligence in the performance of the Accommodation agreement and related agreements, or in the non-performance of such agreements.
2. The amount of damages for which our hotel is liable under this Accommodation Agreement (whether for default, tort, or other legal liability) shall be limited to the total amount of accommodation charges, etc. paid by the guest to our hotel (excluding, however, the portion equivalent to consumption tax) when the relevant damages occurred.
3. Our hotel has Ryokan(inn) liability insurance to deal with the unlikely event of a fire, etc.

## **Handling of Rooms when the Contracted Rooms cannot be Provided**

### Article 14

1. When our hotel is unable to provide guests with the rooms contracted, it shall, with the consent of the guests, mediate other accommodations under the same conditions as far as possible.

2. Notwithstanding the provisions of the preceding paragraph, if our hotel is unable to arrange other accommodation, it will pay compensation to the guests in an amount equivalent to the penalty, and the compensation will be applied to the amount of compensation for damages. However, if there is no reason attributable to our hotel for not being able to provide a room, no compensation shall be paid.

### **Handling of Deposited Articles, etc.**

#### Article 15

1. In the event of loss, damage or other loss of or damage to articles, cash or valuables left by guests at the front desk, our hotel shall compensate for such damage, except in the case of force majeure.

2. In the event of loss or damage to articles, cash, or valuables brought into our hotel by guests and not left at the front desk, our hotel shall compensate for such damage, except in cases where such damage is caused by force majeure. However, for items for which the type and value have not been declared by the guest in advance, our hotel will compensate for the damage up to the maximum amount stipulated by our hotel, except in the case of willful misconduct or gross negligence on the part of our hotel.

### **Storage of baggage or personal belongings of guests**

#### Article 16

1. In the event that guests' baggage arrives at our hotel prior to their stay, our hotel shall take responsibility for its safekeeping only when it has been accepted by our hotel prior to their arrival, and shall hand it over to guests when they check in at the front desk.

2. In the event that a guest's baggage or personal belongings are left at our hotel after the guests have checked out, if the owner of the baggage or personal belongings is identified, our hotel shall contact the owner and ask for the owner's instructions. However, if the owner does not give instructions, or if the owner cannot be identified, the property will be kept for a certain period of time, including the date of discovery, and then reported to the nearest police station or disposed of.

3. In the case of the preceding two paragraphs, our hotel's responsibility for the storage of the guests' baggage or personal belongings shall be in accordance with the provisions of paragraph 1 of the preceding article in the case of paragraph 1, and in accordance with the provisions of paragraph 2 of the same article in the case of the preceding paragraph.

### **Responsibility for parking**

#### Article 17

When guests use the parking lot of our hotel, regardless of whether or not they deposit the keys to their vehicles, our hotel rents them the parking space and is not responsible for the management of the vehicles. However, if our hotel intentionally or negligently causes damage in the management of the parking lot, we will be held responsible for compensation.

### **Guests' Responsibility**

#### Article 18

In the event that our hotel suffers damage due to the intentional or negligent act of the guests, said guests shall compensate our hotel for such damage.

### **Disclaimer of Liability**

#### Article 19

Guests are responsible for their own use of computer communications from within and outside our hotel, including but not limited to the use of the hotel's network and Internet access services. Our hotel

shall not be liable for any loss or damage incurred by guests due to system failure or other reasons, including but not limited to interruption of service or infection by computer viruses, while using computer communications. In the event that our hotel or a third party incurs any damage due to the guests' use of computer communications, the guests shall be liable for compensation for such damage.

### **Changes to these General Terms and Conditions**

#### Article 20

In the following cases, our hotel may change the contents of the Accommodation Agreement without individually agreeing with the guests, deeming that the guests have agreed to the provisions of the amended Accommodation Agreement by making changes to these clauses.

1. When changes to these General Terms and Conditions conform to the general interests of the guests
2. When the changes to these Accommodation Agreement are not contrary to the purpose for which the Accommodation Agreement was made, and when the changes are reasonable in light of the necessity of the changes, the reasonableness of the contents after the changes, and other circumstances pertaining to the changes.
3. When our hotel revises these Terms and Conditions, it shall specify the effective date of the revision and publicize the revision, the contents of the revised Terms and Conditions, and the effective date of the revision through the Internet or other appropriate means.

### **Jurisdictional Court**

#### Article 21

In the event that a dispute arises regarding the Accommodation agreement and legal proceedings such as a lawsuit becomes necessary, the Toyama Summary Court or the Toyama District Court shall be the court of exclusive jurisdiction for the first instance, depending on the amount of the suit.

Contact Us

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