

Accommodation Contract

Mombetsu Prince Hotel

Article 1 - Scope of Application

01.01. The Accommodation Contract and any related agreements concluded between our hotel and the guest shall be governed by the provisions of these Terms and Conditions. Matters not stipulated in these Terms and Conditions shall be governed by laws and regulations (referred to as "laws and regulations" hereinafter) or generally established practices.

01.02. When our hotel agrees to special arrangements within the scope that does not violate laws and regulations or established practices, such special arrangements shall take precedence notwithstanding the provisions of the preceding paragraph.

Article 2 - Application for an Accommodation Contract

02.01. Guests who wish to apply for a lodging contract at our hotel are requested to provide the following information:

- (1) Name of the guest
- (2) Date of stay and estimated time of arrival
- (3) Lodging fee (in principle, based on the basic lodging fee in Table 1)
- (4) Other information deemed necessary by the hotel

02.02. When this hotel requests a person who has applied for an accommodation contract to submit an accommodation list that includes the name, address, telephone number, etc. of the guest, the person shall submit the list immediately, even after the accommodation contract has been concluded.

02.03. In the event that a guest requests to continue his/her stay beyond the date of stay stipulated in item 2 of paragraph 1 during his/her stay, this hotel shall treat such request as a new application for a contract of stay at the time such request is made.

02.04. Guests who require special consideration when applying for a lodging contract are requested to notify us at the time of contract application. In such a case, this hotel will comply with the request to the extent possible.

02.05. The costs of any special measures taken by the hotel for the benefit of the guest on the basis of the request in the preceding paragraph shall be borne by the guest.

Article 3 - Conclusion, etc. of the Accommodation Contract

03.01. The accommodation contract is concluded when the hotel accepts the application as described in the preceding article.

03.02. In the event that this hotel has presented incorrect accommodation rates on its Internet site or provided incorrect rates by telephone, and the accommodation contract has been applied for and accepted by this hotel based on such rates, if the rates are significantly lower than the

rates for the preceding and following dates, the accommodation contract will be cancelled due to an error in civil law, unless there is an indication or information of a reason for such lower rates, such as "limited", "special", "campaign" or the like. If the hotel accepts the accommodation contract based on the accommodation charge, the hotel may cancel the accommodation contract as it is an acceptance due to a civil law error, unless the reason for the lower rate is indicated or explained, such as "limited", "special", "campaign", etc.

03.03. The hotel may call the contact given by the guest to confirm the reservation on any day prior to the scheduled stay.

03.04. When an accommodation contract has been concluded in accordance with the provisions of paragraph 1, an application fee determined by the hotel up to the basic accommodation charge for the period of stay (if exceeding 3 days, for 3 days) may be paid by the date specified by the hotel.

03.05. The deposit shall first be applied to the accommodation charge ultimately payable by the guest, followed by the cancellation charge and then by compensation, in the event of a situation where the provisions of Articles 6 and 17 apply, and any remaining amount shall be refunded at the time of payment of the charge in accordance with Article 11.

03.06. If the deposit referred to in paragraph 4 is not paid by the date specified by this hotel in accordance with the same paragraph, the accommodation contract shall cease to be valid. However, this shall only apply if this hotel has notified the guest to that effect when specifying the date for payment of the application fee.

03.07. The hotel charges the guest for the stay at the time of check-in.

Article 4 - Requesting cooperation with infection control measures in facilities

04.01. The hotel can request the person who intends to stay at the hotel to cooperate in accordance with the provisions of Article 4-2, paragraph 1 of the Ryokan Law (Law No. 138 of 1948).

Article 5 - Refusal of the Conclusion of the Accommodation Contract

05.01. This hotel may refuse to conclude a contract of accommodation in the following cases. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of the Ryokan Business Law.

- (1) When application for accommodation is not based on this Contract.
- (2) When there is no room available due to full occupancy.
- (3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
- (4) If the person seeking accommodation is found to fall into any of the following categories (a) to (c).

(a) Gangsters stipulated in Article 2, item 2 of the Law on the Prevention of Unjust Acts by

Organised Crime Groups (Law No. 77 of 1991) (hereinafter referred to as 'Organised Crime Groups'). (ii) Gangsters as defined in Article 2, item 6 of the Law on the Prevention of Unjustifiable Acts by Organised Crime Groups (Law No. 77 of 1991) (hereinafter referred to as 'Organised Crime Groups'). (iii) Gangsters, quasi-constituents of gangs or persons related to gangs, and other anti-social forces.

(b) a legal entity or other organisation whose business activities are controlled by a gang or a gang member.

(c) A legal entity whose officers are members of a gang.

(5) If the person seeking accommodation has said or done something that causes significant inconvenience to other guests.

(6) When the person who intends to stay is a patient, etc. with a specified infectious disease as defined in Article 4-2(1)(ii) of the Inns and Hotels Act (hereinafter referred to as 'patient, etc. with a specified infectious disease').

(7) If a violent act of demand is committed or a burden exceeding a reasonable range is demanded in relation to the accommodation (the person who intends to stay at the accommodation is subject to the Act on Promotion of Elimination of Discrimination on the Basis of Disability (Act No. 65 of 2023, hereinafter referred to as the Act on Elimination of Discrimination on the Basis of Disability)). The Act on the Elimination of Discrimination against Persons with Disabilities (Act No. 65 of 2005)). Article 7, paragraph 2 or Article 8, paragraph 2).

(8) If the person seeking accommodation has made repeated requests to the hotel that are so onerous in their implementation that they are likely to seriously impede the provision of services relating to accommodation to other guests, as specified in Article 5-6 of the Rules for the Enforcement of the Inns and Hotels Act.

(9) If the person seeking accommodation falls under Article 5(1)(iii) of the Inns Act.

(10) If it is deemed that the person seeking accommodation has lodged a complaint or demand without reasonable cause in the hotel, or otherwise is likely to disturb the peace and order in the hotel.

(11) When it is not possible to accommodate the guests due to natural disasters, breakdown of facilities or other unavoidable reasons.

(12) When the person applying for accommodation has made the application by concealing his or her commercial purpose.

(13) When the hotel is legally or practically obliged to close due to an order, instruction or recommendation of a public authority.

(14) When the hotel does not have the physical or human capacity to take the measures required by law or fact to prevent infection due to orders, instructions or recommendations of the public

authorities in relation to guests with fever or coughing, etc.

(15) When the case falls under the provisions of the Hokkaido Ryokan Law Enforcement Ordinance.

Article 5-2 - Explanation of refusal to conclude an accommodation contract

05.02. The person intending to stay at the hotel may request the hotel to explain the reasons for its refusal to conclude an accommodation contract in accordance with the preceding article.

Article 5-3 - Request for cooperation in infection prevention measures

05.03. In accordance with Article 4-2 of the Inns and Hotels Act, the hotel may request the cooperation necessary to prevent the transmission of certain infectious diseases from persons who intend to stay at the hotel.

05.04. The person seeking accommodation may not refuse the request for cooperation in the preceding paragraph without justifiable reason, and if the person concerned does not respond to the request for cooperation in the preceding paragraph without justifiable reason and later becomes a patient, etc., of a specified infectious disease, the person concerned shall bear all costs required to take measures to prevent infection, such as disinfection of facilities made necessary by the person's use, and all damages incurred during that period, including lost earnings due to facilities that are no longer available. The person concerned shall be liable for all damages incurred by the hotel, including any lost profits due to the facilities that are no longer available for use.

Article 6 - Right of the guest to cancel the contract

06.01. The guest may cancel the accommodation contract in whole or in part at any time by paying to the hotel the cancellation fee stated in Appendix 2.

06.02. If the guest does not arrive at the hotel by 8pm on the day of the stay (or one hour after the estimated time of arrival, if this has been indicated in advance) without informing the hotel, this hotel may treat the contract as having been cancelled by the guest. In such a case, the hotel will charge the cancellation fee as stated in Appendix 2.

Article 7 - The hotel's right to terminate the contract

07.01. This hotel may cancel the accommodation contract in the following cases. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of the Ryokan Business Law.

(1) If it is deemed that the lodger is likely to act contrary to the provisions of the law, public order or good morals in connection with the accommodation, or if it is deemed that the lodger has acted in this way.

(2) If the guest is found to fall into any of the following categories (a) to (c).

(a) Gangsters, gangsters, quasi-constituents of gangsters or persons related to gangsters or other anti-social forces.

- (b) When the guest is a juridical person or other organisation whose business activities are controlled by a gangster or a member of a gangster organization.
- (c) A legal entity whose officers fall under the category of gangsters.
- (3) When the lodger has said or done something that causes significant inconvenience to other lodgers.
- (4) When the lodger is a patient with a specified infectious disease, etc.
- (5) If a violent demand is made in relation to the accommodation or a burden beyond reasonable limits is requested (except when the guest requests the removal of social barriers as provided for in Article 7, paragraph 2 or Article 8, paragraph 2 of the Act on the Elimination of Discrimination against Persons with Disabilities).
- (6) If the guest repeatedly makes a request to the hotel that is so onerous in its implementation that it is likely to seriously impede the provision of services relating to accommodation to other guests, as specified in Article 5-6 of the Rules for Enforcement of the Ryokan Business Law.
- (7) When it is impossible to accommodate the guest due to a force majeure such as a natural disaster.
- (8) When the case falls under the case stipulated in the Hokkaido Ryokan Law Enforcement Ordinance.
- (9) When smoking in the bedroom, tampering with fire-fighting equipment, etc., or other prohibitions in the hotel's rules of use (limited to what is necessary for fire prevention). When the guest does not comply with the rules of the hotel (limited to what is necessary for fire prevention).
- (10) If, after the accommodation contract has been concluded, it is found that the situation set out in Article 5 (10) has occurred.
- (11) If the person who has applied for accommodation fails to respond immediately to the hotel's request under Article 2, paragraph 2.
- (12) When the hotel considers that it is legally or practically obliged to close due to an order, instruction or recommendation of a public authority.
- (13) When the hotel does not have the physical or human resources to take the measures required by law or fact to prevent infection due to orders, instructions or recommendations from public authorities in relation to guests with fever or coughing.
- (14) When there has been a breach of the accommodation contract and despite requests for rectification, the breach is not corrected.

07.02. When this hotel cancels the accommodation contract in accordance with the provisions of the preceding paragraph, no charge will be made for accommodation services that have not yet been provided to the guest. However, if the reason for cancellation is due to the guest's conduct during the stay, the hotel may also ask the guest to pay for accommodation services that

have not yet been provided as a penalty charge.

Article 8 - Registration of accommodation

08.01. On the day of the stay, the guest must register the following items at the reception of the hotel.

- (1) Name, address and contact details of the guest
- (2) Nationality and passport number for foreigners who do not have a domicile in Japan.
- (3) Any other information deemed necessary by the hotel.

08.02. If the guest wishes to pay the charges in accordance with Article 12 by means of a travel cheque, accommodation voucher, credit card or any other method that can be substituted for currency, he/she may be asked to present them in advance at the time of registration in the preceding paragraph.

Article 9 - Room occupancy hours

09.01. Guests may use the hotel's rooms from 3 pm to 11 am the following morning. However, in the case of consecutive stays, the guest may use the room all day, except on the day of arrival and the day of departure.

09.02. Notwithstanding the provisions of the preceding paragraph, the hotel may accept the use of a room outside the hours specified therein. In this case, the following additional charges will apply.

〈Additional charge for after-hours guest room use (incl. tax)〉

Early check-in	After 14:00	After 13:00	After 12:00	After 11:00	After 10:00
Single room	JPY 880	JPY 1,760	JPY 2,640	JPY 3,520	1 night's stay
Other	JPY 1,320	JPY 2,640	JPY 3,960	JPY 5,280	1 night's stay
Late check-out	Until 12:00	Until 13:00	Until 14:00	Until 15:00	After 15:00
Single room	JPY 880	JPY 1,760	JPY 2,640	JPY 3,520	1 night's stay
Other	JPY 1,320	JPY 2,640	JPY 3,960	JPY 5,280	1 night's stay

Article 10 - Compliance with rules of use

10.01. Guests must follow the rules of use established by the hotel and posted in the hotel when in the hotel.

Article 11 - Opening hours

11.01. The opening hours of the hotel's main facilities are as follows, and detailed opening hours for other facilities can be found in the brochures provided, notices in various locations and in the in-room service directory.

- (1) Front desk, cashier and other service hours.
 - (a) No curfew (24-hour access).
 - (b) Front desk service 6am to 2am the next day.

(2) Food, drink and other (facility) service hours.

(a) Breakfast 6.45 am - 9 am

(b) Dinner 6pm to 8.30pm (last orders by 8pm)

11.02. The times referred to in the preceding paragraph may be changed temporarily if necessary or unavoidable. In such a case, the appropriate method will be used to inform the public.

Article 12 - Payment of fees

12.01. The breakdown of the accommodation and other charges payable by the guest is as listed in Annex 1.

12.02. Payment of the accommodation charges, etc., as mentioned in the preceding paragraph must be made at the reception desk when the guest arrives or when requested by the hotel, in currency or by a method that can be substituted for currency, such as travel cheques, accommodation vouchers, credit cards, etc., accepted by this hotel.

12.03. The room charge will be charged even if the guest does not stay in the room voluntarily after the hotel has provided the room to the guest and made it available for use.

Article 13 - The hotel's responsibilities

13.01. The hotel will compensate for any damage caused to the guest in the performance of the accommodation contract and related agreements, or in the event of non-fulfilment of such agreements. However, this shall not apply if the damage is not caused by reasons attributable to the hotel.

13.02. The hotel has inn liability insurance in case of fire, etc.

Article 14 - Treatment of cases where the contracted room cannot be provided

14.01. If the hotel is unable to provide the guest with the contracted room, the hotel shall, with the consent of the guest, arrange other accommodation with the same conditions as far as possible.

14.02. If, notwithstanding the provisions of the preceding paragraph, this hotel is unable to find other accommodation, it will pay the guest a compensation fee equivalent to the cancellation fee, which will be applied to the amount of compensation for damages. However, if there is no reason attributable to this hotel for not being able to provide a room, no compensation shall be paid.

Article 15 - Handling of deposited goods, etc.

15.01. In the event of loss, damage or other loss of or damage to articles, cash or valuables left at the front desk by the guest, this hotel shall compensate for such damage, except in the event of force majeure. However, in the event that this hotel has requested a declaration of the type and value of cash and valuables and the guest has failed to do so, this hotel will compensate for the damage up to 100,000 yen, unless the damage is intentional or due to gross negligence on

the part of this hotel.

15.02. The hotel cannot accept cash or goods with a market value equivalent to more than ¥150,000.

15.03. The hotel reserves the right not to accept art, antiques and other fragile items, pets, etc. at its own discretion.

15.04. In the event of loss, damage or other damage to articles, cash or valuables brought into the hotel by the guest and not left at the front desk, due to the intentional or negligent fault of this hotel, this hotel will compensate for such damage. However, if the type and value of the item has not been stated by the guest in advance, this hotel will compensate for the damage up to 50,000 yen, except in the case of wilful misconduct or gross negligence on the part of this hotel.

15.05. Even if the hotel is liable for damages under paragraphs 1 and 2, it is not liable for the following items.

(1) Manuscripts, designs, drawings, account books and other similar items (including items recorded on magnetic tapes, magnetic disks, CD Roms, optical disks and other recording media that can be directly processed by information equipment (computers and their terminals and other peripheral equipment)).

Article 16 - Storage of guests' baggage or personal effects

16.01. If the guest's baggage arrives at the hotel prior to the stay, the hotel will only take responsibility for it if it has been accepted by the hotel prior to arrival and will hand it over to the guest when he or she checks in at the reception.

16.02. If a guest's luggage or personal effects are left at the hotel after the guest has checked out, and the owner is found, the hotel shall contact the owner and request instructions. However, if the owner's instructions are not given, or if the owner is not known, the hotel shall keep the baggage for seven days, including the day it is found, and shall then report it to the nearest police station.

16.03. The responsibility of the hotel for the custody of the guest's baggage or personal effects in the case of the preceding two paragraphs shall conform to the provisions of paragraph 1 of the preceding article in the case of paragraph 1, and to the provisions of paragraph 3 of the same article in the case of the preceding paragraph.

Article 17 - Responsibility for parking

17.01. When guests use the hotel's car park, irrespective of whether they deposit the keys to their vehicle, the hotel rents them a place and is not responsible for the management of the vehicle. However, the hotel will be liable for compensation in the event of intentional or negligent damage caused by the hotel in the management of the car park.

Article 18 - Guests' responsibilities

18.01. If this hotel suffers damage as a result of the guest's intention or negligence, the guest concerned must compensate this hotel for the damage.

18.02. In order to ensure the smooth receipt of accommodation services based on the accommodation contract, if the guest becomes aware that accommodation services that differ from the content of the accommodation contract have been provided, he/she must promptly inform the hotel of this.

Article 19 - Languages and competent courts and governing law

19.01. These General Terms and Conditions are drawn up in Japanese and English, but in the event of any discrepancy or difference between the two texts of the General Terms and Conditions, the Japanese version shall prevail in all respects.

19.02. Any disputes concerning the accommodation contract between the hotel and the guest shall be governed by Japanese law and shall be subject to the exclusive jurisdiction of the district court or summary court with jurisdiction over the location of the hotel.

Annex 1 Breakdown of accommodation charges, etc. (related to Article 2.1 and Article 12.1)

		Breakdown
Total amount to be paid by a guest	Accommodation charge	(1) Basic accommodation charge (Room charge or Room charge plus meal & beverage charge such as for breakfast)
	Additional charges	(2) Additional food and beverage charge (except for those included in (1))
	Tax	a. Consumption tax b. Bath tax

Note 1: The basic accommodation charge is based on the tariff posted in a separate document.

Note 2: When bedding is provided, the room rate is the same as the adult rate, and breakfast and dinner are charged according to the price list on the separate sheet. For infants not provided with bedding, a facility charge of 330 yen (consumption tax included) will be levied. However, the number of infants sleeping in a room must be the same or less than the number of persons for whom bedding is provided.

Annex 2 Cancellation charges (in relation to Article 6.2)

Day When Cancellation Notice Received		No Show	Accommodation Day	1 Day Prior to A. Day	9 Day Prior to A. Day	20 Day Prior to A. Day
General	from 1 to 9	Main building	100%	80%	20%	

		Annex	100%	80%	50%		
Group	from 10 to 99		100%	80%	50%	10%	
	100 or more		100%	80%	80%	30%	10%

Note 1: The % is the ratio of the cancellation fee to the total amount of the tie-up fee for the tie-up accommodation plan with other operators included in the basic accommodation charge and supplementary charges.

If the amount calculated in accordance with the cancellation policy set by the other partner operator exceeds the amount of the cancellation charge calculated as above, that amount will be collected as the cancellation charge.

Note 2: If the contracted number of days is shortened, a cancellation fee of one day (the first day) will be charged, irrespective of the number of days shortened.