# Accommodation Agreement

[Coverage]

Article 1

1. The accommodation contract and related contracts that our hotel concludes with the guest shall be in accordance with the provisions of this agreement.

Matters not stipulated in this agreement shall be in accordance with the laws, regulations, etc. (meaning laws and regulations or items under laws and regulations; the same applies hereinafter) or generally established customs.

2. If our hotel accepts a special agreement that does not contravene laws, regulations, etc., and customs, said special agreement shall prevail notwithstanding the provisions of the preceding paragraph.

# [Application for Accommodation Contracts]

#### Article 2

- 1. A person who wishes to apply for an accommodation contract at our hotel is requested to provide the following information to the hotel.
- (1) Names of the guests
- (2) Date of stay and estimated time of arrival
- (3) Accommodation fee (In principle, based on the basic accommodation fee in Appendix 1)
- (4)a. Applicant's name and contact information
- b. Name of the person paying for the accommodation and the contact information
- (5) Other matters deemed necessary by our hotel
- 2. If a guest applies for continuing the stay beyond the date of stay according to Item 2 of the preceding paragraph during the stay, our hotel shall treat said application as a new application for an accommodation contract being made at the time the said application is made.

#### [Establishment, etc. of Accommodation Contracts]

#### Article 3

- 1. The accommodation contract shall be established when our hotel accepts the application according to the preceding article.
- 2. When an accommodation contract has been established under the provisions of the preceding paragraph, an application fee determined by our hotel as the basic accommodation fee for the period of stay shall be paid by the date designated by the hotel.
- 3. The application fee shall first be applied to the accommodation fee to be ultimately paid by the guest. If a situation arises where the provisions of Articles 6 and 18 apply, the application fee shall be applied in the order of penalty fees followed by compensation. Any remaining amount shall be refunded at the time of payment of the charges under the provisions of Article 12.
- 4. If the application fee according to Paragraph 2 is not paid by the date designated by our hotel in accordance with the provisions of said paragraph, the accommodation contract shall cease to be effective. However, the above applies only in the case where the hotel, when specifying the due date for payment of said application fee, notifies the guest thereof.

# [Special Agreement That No Application Fee is Required]

#### Article 4

- 1. Notwithstanding the provisions of Paragraph 2 of the preceding article, our hotel may, after the contract is concluded, accept a special agreement that the application fee according to said paragraph need not be paid.
- 2. If our hotel, in accepting the application for the accommodation contract, does not request that the application fee according to Paragraph 2 of the preceding article be paid or does not specify the date on

which to pay said application fee, it shall be deemed to have accepted the special agreement according to the preceding paragraph.

[Request for Cooperation with Measures for Prevention of Infection at Facilities] Article 4-2

Our hotel may request that a person who intends to be a guest thereat provide cooperation set forth in Article 4-2 (1) of the Hotel Business Act (Act No. 138 of July 1948).

# [Refusal to enter into an Accommodation Contract] Article 5

- 1. Our hotel is allowed to refuse entry into an accommodation contract in the following cases; provided, however, that the same does not mean that our hotel may refuse accommodations in cases other than those set forth in Article 5 of the Hotel Business Act (Act No. 138 of July 1948).
- (1) When the application for accommodation is not in accordance with this agreement.
- (2) When there are no rooms available due to full occupancy.
- (3) When it is recognized that a person who intends to be a guest at the hotel may commit an act contrary to the provisions of the law, public order, or good morals, in relation to the stay.
- (4) When a person who intends to be a guest at the hotel is found to fall under any of the following items (a) through (c).
- a) A crime syndicate as defined in Article 2, Item 2 of the Act Concerning Prevention of Unjust Acts by Crime Syndicate Members (Law No. 77, 1991) (hereinafter referred to as a "crime syndicate"), a crime syndicate member as defined in Article 2, Item 6 of said law (hereinafter referred to as a "crime syndicate member"), a crime syndicate constituent member, a crime syndicate-related person, or other anti-social forces.
- b) A juridical person or other organizations whose business activities are controlled by a crime syndicate or a crime syndicate member.
- c) A juridical person, any of whose officers fall under a crime syndicate member.
- (5) When a violent act is committed or a burden exceeding a reasonable range is demanded, in relation to the stay (except when a person who intends to be a guest at our hotel expresses willingness to eliminate social barriers set forth in Article 7 (2) or Article 8 (2) of the Act for Eliminating Discrimination against Persons with Disabilities (Act No. 65 of June 2013 and hereinafter referred to as the "Disability Discrimination Elimination Act") in connection with his or her disability).
- (6) When a person who intends to be a guest at our hotel is a specified infectious disease patient, etc. (hereinafter referred to as the "specified infectious disease patient, etc.") set forth in Article 4-2 (1)(ii) of the Hotel Business Act (Act No. 138 of July 1948)
- (7) When it is impossible to accommodate guests due to natural disasters, breakdown of facilities, or other unavoidable reasons.
- (8) When it is recognized that a person who intends to be a guest at the hotel is likely to seriously trouble other guests and our hotel staff due to deep drunkenness, etc., or when a guest makes a statement or displays behavior that seriously troubles other guests or the hotel staff.
- (9) When a person who intends to be a guest at our hotel repeats a request set forth in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act (Act No. 138 of July 1948) to our hotel that is a request likely to place an excessive burden on our hotel due to its implementation and that is likely to remarkably hinder provision of services related to accommodations for other guests.

# [Explanations about Refusal to Execute Accommodation Contracts] Article 5-2

If our hotel does not respond positively to a request for executing an accommodation contract in accordance with the preceding article, a person who intends to be a guest at our hotel may request that our hotel explain the reason why.

# [Right of a Guest to Cancel Contracts]

#### Article 6

- 1. The guest may cancel an accommodation contract by reporting to our hotel.
- 2. When the guest cancels all or part of the accommodation contract due to reasons attributable to said guest (except when, in the case where our hotel, under Article 3, Paragraph 2, specifies the date on which to pay an application fee and requests the payment thereof, the guest cancels the accommodation contract prior to said payment), our hotel shall charge a penalty fee as provided in Appendix 2. However, if the hotel accepts the special agreement according to Article 4, Paragraph 1, the above applies only when the hotel has, in accepting said special agreement, notified the guest of the obligation to pay a penalty fee when the guest cancels the accommodation contract.
- 3. If without making advance notice, a guest does not arrive at our hotel by 6:00 p.m. (or 2 hours after the estimated time of arrival in the case where the time has been specified in advance) on the date of stay, the hotel may deem the accommodation contract to have been canceled by the guest.

# [Right of Our Hotel to Cancel Contracts]

#### Article 7

- 1. Our hotel may cancel an accommodation contract in the following cases; provided, however, that the same does not mean that our hotel may refuse accommodations in cases other than those set forth in Article 5 of the Hotel Business Act (Act No. 138 of July 1948).
- (1) When it is recognized that the guest is likely to commit an act contrary to the provisions of laws, public order, or good morals, or when it is recognized that said guest has committed such an act, in relation to the stay.
- (2) When the guest is found to fall under any of the following items (a) through (c).
- a) Crime syndicate, crime syndicate members, crime syndicate constituent members, or crime syndicate-related persons or other anti-social forces.
- b) A juridical person or other organization whose business activities are controlled by a crime syndicate or crime syndicate members.
- c) A juridical person, any of whose officers fall under a crime syndicate member.
- (3) When a violent act is committed or a burden exceeding a reasonable range is demanded in relation to the stay (except when a person who intends to be a guest at our hotel expresses willingness to eliminate social barriers set forth in Article 7 (2) or Article 8 (2) of the Disability Discrimination Elimination Act).
- (4) When a person who intends to be a guest at our hotel is a specified infectious disease patient, etc.
- (5) When a person who intends to be a guest at our hotel repeats a request set forth in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act to our hotel that is a request likely to place an excessive burden on our hotel due to its implementation and that is likely to remarkably hinder provision of services related to accommodations for other guests.
- (6) When it is impossible to accommodate guests due to inevitabilities such as natural disasters.
- (7) When it is recognized that a guest is likely to seriously trouble other guests and our hotel staff due to heavy drunkenness, etc., or when a guest makes a statement or displays behavior that seriously troubles other guests or the hotel staff.
- (8) When a guest does not comply with the prohibitions of our hotel's rules of use (limited to what is necessary for fire prevention), such as those against smoking in bed, tampering with fire prevention equipment, etc.
- (9) When the guest fails to register, present, etc., as stipulated in the following Article.
- 2. When our hotel cancels the accommodation contract pursuant to the provisions of the preceding paragraph, no charge will be made for accommodation services, etc., that have not yet been provided to the guest.

#### [Explanations about Cancellation of Accommodation Contracts]

#### Article 7-2

If our hotel has cancelled an accommodation contract in accordance with the preceding article, a person who intends to be a guest at our hotel may request that our hotel explain the reason why.

# [Registration for Stay]

#### Article 8

- 1. Guests are requested to register the following matters at the reception of our hotel on the day of the stay.
- (1) Name address, and contact information of guests
- (2) In the case of a foreign national who does not have a domicile address within Japan, nationality and passport number
- (3) Other matters deemed necessary by our hotel.
- 2. When a guest intends to pay the fees according to Article 12 by a method that can be substituted for currency, such as an accommodation voucher or a credit card, the guest is required to present such a method at the time of registration in advance as described in the preceding paragraph.
- 3. Foreign nationals are required to present their passports for identification.

# [Check-in and Check-out Hours]

#### Article 9

- 1. Guests may use their rooms at our hotel from 3:00 p.m. to 11:00 a.m. the following day; however, in the case of a consecutive stay, the guest 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 permit the use of a room beyond the hours specified in the preceding paragraph. In this case, additional fees are charged as provided below:
- (1)10% of the room fee, for a stay up to 12:00 p.m.
- (2)20% of the room fee, for a stay up to 1:00 p.m.
- (3)30% of the room fee, for a stay up to 2:00 p.m.
- (4)40% of the room fee, for a stay up to 3:00 p.m.
- (5)50% of the room fee, for a stay up to 4:00 p.m.

100% of the room fee, for a stay beyond 4:00 p.m.

The fees will be calculated from the hotel official website(standard plan) on the day of check-out and depending on the room type.

#### [Compliance with the Rules of Use]

#### Article 10

In our hotel, guests are requested to comply with the rules of use established by and presented in the hotel.

#### [Business hours]

#### Article 11

- 1. The business hours of the main facilities of our hotel shall be as follows, and the detailed business hours of other facilities are announced on notices in each area and on the TV screen in the guest rooms.
- (1) Front desk service (bell desk): 24 hours
- (2) Foreign currency exchange service in the hotel convenience store: from 9:00 a.m. to 9:00 p.m.

2. The hours according to the preceding paragraph may be changed temporarily if necessary or unavoidable, and in such cases, notification will be provided in an appropriate manner.

#### [Payment of Fees]

Article 12

- 1. The breakdown of accommodation fees, etc., to be paid by the guest and the calculation method shall be as provided in Appendix 1.
- 2. The accommodation fees, etc. according to the preceding paragraph shall be paid in currency or by a method that can be substituted for it, such as accommodation vouchers or credit cards that our hotel accepts, at the reception desk when the guest departs or when the hotel requests.
- 3. Once our hotel prepares a room to the guest and makes it available for use, it charges an accommodation fee when said guest voluntarily calls off the stay.

#### [Responsibility of Our Hotel].

Article 13

1. When our hotel inflicts damages on guests through the fulfillment of an accommodation contract or contracts related thereto or due to the nonfulfillment thereof, it compensates the damages. However, this does not apply when the damages cannot be imputed to our hotel.

# [Cases where a room to be provided according to a contract cannot be provided] Article 14

1. If our hotel is unable to provide the guest with a room that it contracts to provide, it shall, with the consent of the guest, guide the guest to other accommodation facilities under the same conditions as far as possible.

# [Keeping guests' baggage or personal belongings]

Article 15

- 1. In the event that a guest's baggage arrives at our hotel prior to the stay, the hotel takes responsibility for keeping it, only when the hotel accepts it prior to the arrival, and hands it over to the guest when the guest checks in at the reception.
- 2. In the event that a guest's luggage or personal belongings are left behind at our hotel after the guest has checked out, our hotel shall wait for inquires from the owner of relevant luggage or personal belongings and request instructions therefrom; provided, however, that in the absence of the owner's inquires or instructions or if it is impossible to identify the owner, our hotel will dispose of the lost property in accordance with the Lost Property Act.
- 3. In the events of the preceding two paragraphs, the responsibility of our hotel for keeping guests' baggage or personal belongings shall be in accordance with the provisions of Paragraph 1 of the preceding article, and in the event of the preceding paragraph, with the provisions of Paragraph 2 of said article.

#### [Responsibility on parking]

Article 16

1. When a guest uses our hotel's parking lot, regardless of whether or not the guest has deposited the vehicle key, the hotel only offers parking space and is not responsible for keeping the vehicle

#### [Responsibility on Accommodation]

Article 17

1. In the event that our hotel suffers damages due to an intentional or negligent act of a guest, the guest shall compensate this hotel for such damages.

#### Appendix 1

Method for calculating accommodation fees, etc. (see Article 2, Paragraph 1, Article 3, Paragraph 2, and Article 12, Paragraph 1)

If the tax law is amended, amended provisions shall apply.

Breakdown	Adjustment
Total Accommodation Fees to be paid by the	-
guest	
1. Basic Fee (room charge)	-
2. Service Charge	1*10%
3. Consumption Tax	(1.+ 2.)* Consumption Tax Rate
4. Food, Beverage, and Other Charges	-

# Appendix 2 Penalty Fee (see Article 6, Section 2)

Cancellation	Number of reservations (cancellation fee rate)			
Date	1-14	15-30	31-100	101-
No Stay	100%	100%	100%	100%
Check-in Day	100%	100%	100%	100%
Previous Day	50%	50%	80%	80%
2 Days Before	30%	30%	50%	50%
3 Days Before	30%	30%	30%	50%
5 Days Before	_	30%	30%	30%
6 Days Before	_	_	20%	30%
7 Days Before	_	_	20%	30%
8 Days Before	_	_	10%	15%
14 Days Before	_	_	10%	15%
15 Days Before	_	_	_	10%
30 Days Before	_	_	_	10%

## Supplementary information in Appendix 2

- 1. % is the ratio of the penalty fee to the basic accommodation fee.
- 2. If the contracted number of days is reduced, a penalty fee for one day (the first day) will be charged regardless of the number of days reduced.
- 3. Cancellation fees may be additionally incurred for specific dates determined by the hotel.
- 4. Cancellation fees are based on the total number of rooms reserved.
- 5. Cancellation fees apply to partial cancellations or room reductions, not to cancellations of the entire group.

#### Rules of use

In order to ensure the safety and comfort of our guests, Ryukyu Hotel & Resort Nashiro Beach has established the following rules of use based on Article 10 of the Accommodation Agreement, and we ask for your cooperation. Please read the following rules of use carefully.

If you fail to abide by these rules, we may have no choice but to refuse your stay and use of the hotel's facilities in accordance with Article 7, Paragraph 1 of the Accommodation Agreement, and we may also ask you to pay for any damages incurred by the hotel. Please pay special attention to this matter.

#### 1. Room Use

- (1) Please check the evacuation route map from the room on the back of the room entrance door.
- (2) Please be sure to engage the internal lock and door guard when you are in the room, especially when you go to bed.
- (3) When there is a knock at the door, please open the door with the door guard still engaged or use the peephole to check who is at the door. If a suspicious person visits you, please do not open the door inadvertently. Contact the front desk.
- (4) All rooms in this hotel are non-smoking (including electronic cigarettes). Please smoke in the designated smoking areas.
- (5) If smoking is found in a room, the guest may be charged for one night's room charge.
- (6) Please refrain from smoking in areas prone to fire.
- (7) Please refrain from any other activities that may cause a fire.
- (8) Please do not use any hardware for heating, cooking, or other items that could easily cause a fire in the rooms.
- (7) Please refrain from using the rooms for any purpose other than lodgings, such as for business activities or gatherings (exhibitions, parties, etc.) without the hotel's permission.
- (8) Please refrain from making any significant changes to the rooms, such as moving the fixtures in the rooms without the hotel's permission or making any alterations or modifications to the rooms.
- (9) Do not place any objects by the windows that would detract from the appearance of the hotel.
- (10) After 10:00 p.m., please meet with visitors in the lobby.
- (11) Accommodations by persons other than those registered to stay at the hotel are strictly prohibited.
- (12) Please do not take any of the equipment in the room out of the room.
- (13) Actual expenses will be charged for defacement, damage, or loss of equipment and fixtures inside and outside the building.

### 2. Room key

- (1) When you leave your room during your stay, please make sure to have your room key card with you and confirm that the door is locked. (Our hotel has automatic locks.)
- (2) Please present your room card key when using the restaurant, bar, etc., in the hotel, with your signature.

#### 3. Payment, etc.

- (1) Please pay the bill at the reception upon your departure, and please note that you may be asked to pay the bill even during your stay, depending on circumstances.
- (2) Please note that a deposit may be required upon arrival.

- (3) We reserve the right to refuse to cover the cost of purchases, tickets, cab fare, postage stamps, luggage postage, etc., depending on the circumstances.
- (4) Please note that a facility usage fee will be added when using the in-room phone.
- (5) In addition to the statutory tax, a 10% service charge will be added.
- (6) Payment by checks other than traveler's checks and currency exchange will not be accepted.
- (7) If you want to change the planned number of nights, please contact the reception in advance. If you want to extend it, please pay for the number of nights up to that point.
- 4. Valuables and checked-in items
- (1) Please keep your cash, securities, and other valuables in the safety deposit box (free of charge) provided in your room during your stay. Please note that the hotel will not be held responsible for any loss or theft. In addition, we cannot accept items such as works of art and antiques.
- (2) The hotel will keep lost property for a certain period, after which it will be handled in accordance with the Lost and Found Law.
- (3) If you do not contact us after a specified period, we will assume that you do not intend to pick up the items left in the checkroom up to the following period.
- 1) Deposits at the cloakroom: 90 days
- 2) The time limit of keeping items deposited from guests and visitors at the front desk: 90 days.
- 5. Please refrain from bringing the following into the hotel or engaging in any activities that may disturb other guests.
- (1) Pets such as animals, birds, etc. (except service dogs, etc.)
- (2) Explosives, volatile oils, and other ignitable or flammable materials
- (3) Objects that emit a foul or strong odor
- (4) Guns, swords, stimulants, and narcotics, the possession of which is prohibited by law
- (5) Bringing in food and beverages from outside the hotel, etc.
- (6) Gambling, or conduct that corrupts public morals, or language or behavior that disturbs other customers.
- (7) Entering public areas in a yukata, bathrobe, slippers, etc.
- (8) Distribution of advertising materials, sales of goods, solicitation, etc.
- (9) Taking pictures in the hotel without the permission of the hotel and using the pictures taken in the hotel for business purposes.
- \*Taking photos within the buildings or on the premises of our hotel shall conform to the Photographing Policy.
- (10) Except in an emergency or under unavoidable circumstances, access to facilities not intended for customers, such as emergency stairs, rooftops, mechanical rooms, etc.
- (11) No minors can stay at the hotel alone without parental permission.
- 6. For a case involving crime syndicates or crime syndicate members, or likely to go against public order
- (1) Designated organized crime syndicates and members thereof, according to the "Act Concerning Prevention of Unjust Acts by Crime Syndicate Members" (enforced on March 1, 1992) are not

permitted to use our hotel (If such a fact is discovered after making a reservation or during your stay at the hotel, we will refuse your use of our hotel at that time.)

- (2) Anti-social groups or members thereof (including violent and extremist groups and members thereof) are not permitted to use our hotel. (If such a fact is discovered after making a reservation or during your stay, we will refuse your use of our hotel at that time).
- (3) Persons who have committed an act recognized as violence, threat, blackmail, or coercive unreasonable demands or acts similar thereto will also be prohibited from using the hotel.
- (4) If it is deemed that the person using the hotel is mentally or physically weak, or has difficulty ensuring their own safety due to self-loss caused by drugs, etc., or if the guest is deemed to be a danger, fear or anxiety to other guests, we will immediately refuse the use of the hotel.
- (5) Any other activities similar to those listed above will result in denial of use.
- (6) Payment by checks other than traveler's checks and currency exchange will not be accepted.
- (7) If you want to change the planned number of nights, please contact the reception in advance. If you want to extend your stay, please pay for the number of nights up to that point.