



Accommodation Contract

宿泊約款

Article 1 - Scope of Application

01. The Accommodation Contract and related contracts to be concluded between our Ryokan and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.
02. When our Ryokan has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail.

Article 2 - Application for an Accommodation Contract

01. The Guest who intends to apply to our Ryokan for an Accommodation Contract will be required to provide our Ryokan with the following particulars.
 - (1) Name(s) of Guest(s) to be registered.
 - (2) Date(s) scheduled for overnight stay and estimated time of arrival.
 - (3) Accommodation charge (according, in principle, to the basic accommodation charges described in the attached Table 1).
 - (4) Other information considered necessary by our Ryokan.
02. In the event that our Ryokan requests the submission of a list of guests containing the name, address, telephone number, etc., of all guests, the individual who had applied for accommodation shall be required to submit the requested information immediately even after the accommodation agreement has come into effect.
03. In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2) above, our Ryokan shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

Article 3 - Conclusion, etc. of the Accommodation Contract

01. The Accommodation Contract shall be considered to have been concluded at the time when our Ryokan has accepted the application described in the preceding Article, unless our Ryokan has certified that our Ryokan has not accepted the said application.
02. In the event that our Ryokan publishes incorrect accommodation charges on our Internet website or informs a guest of incorrect accommodation charges over the telephone, and if the guest in question applies for an accommodation agreement based on these incorrect charges which is subsequently approved by our Ryokan, our Ryokan will invalidate the accommodation agreement and promptly notify the affected guest accordingly on the basis that the approval had been made erroneously based on the provisions of the Civil Code if the incorrect accommodation charges are significantly lower than those for the days before and after the accommodation period.
03. Our Ryokan may call a guest on any day prior to his/her scheduled accommodation period at the telephone number provided by the guest for the purpose of confirming his/her reservation.
04. When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our Ryokan shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge for 3 days in cases where the period scheduled for overnight stay exceeds 3 days.
05. The Application Money shall first be applied to the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 19 have arisen, to penalty and then to compensation money in this order. If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 12.
06. In the case that the Application Money described in Paragraph 4 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Ryokan has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

Article 4 - Special Contract Requiring Non-Payment of the Application Money

01. Notwithstanding the provision of the preceding Article, Paragraph 4, there are cases where our Ryokan accept a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.
02. When accepting an application for an Accommodation Contract, in the case that our Ryokan fails to request payment of the Application Money specified in the preceding Article, Paragraph 4, and in the case that it fails to prescribe the due date for payment of the said Application Money, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

Article 5 - Refusal of the Conclusion of the Accommodation Contract

01. The following are cases where our Ryokan will not accept the conclusion of the Accommodation Contract.

- (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) When it has been determined that the individual who intends to stay at our Ryokan may disrupt the order at our Ryokan, including by lodging complaints or making requests that are unreasonable within our Ryokan.
- (5) When the Guest seeking accommodation is considered to be corresponding to the following (a) to ©.
 - (a) The law in respect to prevention, etc. against illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as "gang group"), gang member stipulated by the same law article 2 item 6 (hereinafter referred to as "gang member."), gang group semi-regular members or gang member related persons and other antisocial forces.
 - (b) When gang group or gang members are associates of corporations or other bodies to control business activities.
 - (c) When a corporate body has related persons to gang members.
- (6) When the guest seeking accommodation behaves extremely in a mischievous way against other hotel guests.
- (7) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (8) When the guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview.
- (9) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our Ryokan.
- (10) When the provision of Article 10 of the Hokkaido prefectural ordinance are applicable.
- (11) When a Guest who has applied for accommodation has secretly done so for their own commercial purposes.

Article 6 - The Guest's Right to Cancel the Contract

01. The Guest may request our Ryokan to cancel the Accommodation Contract.
02. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her (which is the case when our Ryokan has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in the attached Schedule II, but in the case that our Ryokan has accepted a Special Contract described in Article 4, Paragraph 1 this provision shall be applied only to the case where our Ryokan has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.
03. In the case that the Guest does not arrive by 8 p.m. on the day of an overnight stay without informing our Ryokan of a delay (or after the lapse of 2 hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

Article 7 - The Right of Our Ryokan to Cancel the Contract

01. The following are cases where our Ryokan may cancel the Accommodation Contract.
 - (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.
 - (2) When it has been determined that the guest is disrupting the order at our Ryokan, including by lodging complaints or making requests that are unreasonable within our Ryokan.
 - (3) When the Guest is clearly considered to be corresponding to the following (a) to ©.
 - (a) Gang group, gang group semi-regular members or gang member related persons and other antisocial forces.
 - (b) When a corporate body or other organization where gang groups or gang members control business activities.
 - (c) In a corporate body which has persons relevant to gang member in its board member.
 - (4) When the Guest in accommodation behaves extremely in a mischievous way against other hotel guests.
 - (5) When the Guest is clearly considered to be a patient with an infectious disease.
 - (6) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview.
 - (7) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Ryokan.



- (8) When the provision of Article 10 of the Hokkaido prefectural ordinance are applicable.
- (9) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Ryokan (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Ryokan.
- (10) When it has been determined that the provisions of Article 5 (11) apply after the accommodation agreement has come into effect.
- (11) When the individual who had applied for accommodation fails to immediately respond to our Ryokan's requests based on the provisions of Article 2, Paragraph 2.
- (12) When our Ryokan confirms the booking by phone or e-mail and the number or e-mail address provided with the application for accommodation is invalid. Or when there has been no contact by the designated reply date.
02. In the event that our Ryokan terminates an accommodation agreement on the basis of the provisions of the preceding Paragraph, and if the grounds for this termination are due to reasons that are described in Items (7) and (8) of the preceding Paragraph, the guest will not be charged for any accommodation services that have not been provided. If the termination is due to any other reasons, the guest shall be required to pay the charges for accommodation services that have not been provided as a penalty.

Article 8 - Registration of Accommodation

01. The Guest will be required to register the following particulars at the front desk of our Ryokan.
- (1) Name, age, sex, address and occupation of the Guest.
- (2) Nationality, passport number, place entered and date entered, in the case of a foreign guest.
- (3) Scheduled date and time of departure.
- (4) Other particulars considered necessary by our Ryokan.
02. In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., he/she will be required to show them at the time of registration described in the preceding Paragraph.

Article 9 - Time Allowed for Use of the Guest room

01. The time allowed for the Guest to use the guest room of our Ryokan shall be from 3 p.m. till 10 a.m. of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.
02. Notwithstanding the provision of the preceding Paragraph, there are cases where our Ryokan may accept the use of the guest room in hours other than those specified in the preceding Paragraph, in which case an additional charge will be required as specified below.
- (1) Up to 3 hours in excess of the prescribed hours ... 30% of the amount equivalent to the room charge
- (2) Up to 6 hours in excess of the prescribed hours ... 60% of the amount equivalent to the room charge
- (3) 6 hours or more in excess of the prescribed hours ... 100% of the amount equivalent to the room charge
03. The amount equivalent to the room charge as described in the preceding Paragraph shall be 70% of the basic accommodation charge.

Article 10 - Compliance of the Rules of Use of the Ryokan

01. While staying in our Ryokan, the Guest will be required to comply with the Rules of Use posted inside our Ryokan as prescribed by us.

Article 11 - Business Hours

01. The business hours of principal facilities in our Ryokan shall be as follows. Details of the service hours of other facilities are explained in the pamphlet provided, displays at major points inside our Ryokan, and the service directory provided in each guest room.
- (1) Service Hours of Front Desk, Cashier
- (a) Front Desk ... 24 hours
(However, from 10:00 pm to 7:00 am the following day, only night security is available)
- (b) Cashier's Desk ... 7 a.m. to 10 a.m. / 7 p.m. to 9 p.m.
- (2) Drinking and Eating Service Hours
- (a) Breakfast ... 7 a.m. to 9 a.m.
- (b) Dinner ... 6 p.m. to 8 p.m.
- (3) Other Drinking and Eating Facilities Hours
- (a) Izakaya HANAYASHIKI / DENGAKU ... 8 p.m. to 11 p.m.
- (b) Karaoke Box JYUHACHIBAN / ROKKATEI ... 8 p.m. to 11 p.m.
- (c) Nightclub RIVERSIDE ... 8 p.m. to 11 p.m.
- (4) Service Hours of Ancillary Facilities

- (a) Souvenir store ... 8 a.m. to 10 a.m. / 5 p.m. to 9 p.m.
- (b) Lounge ... 7 a.m. to 10 a.m. / 3 p.m. to 10 p.m.

02. The timings stated in the preceding Paragraph may vary depending on the time of the year or under unforeseen circumstances. In such cases, an announcement will be made accordingly by an appropriate method.

Article 12 - Payment of Charges

01. The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached Schedule I.
02. Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Ryokan, such as traveler's check, accommodation coupon, credit card, etc., at the front desk at the time when the Guest departs from our Ryokan or is charged by our Ryokan.
03. In the case of longer stays over consecutive nights, the Guest is required to pay room charges, etc. at the front desk every 3 days after their arrival date, and to pay the remaining balance on the last day of their stay.
04. In the case that the Guest has not stayed at our Ryokan at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

Article 13 - Responsibility of Our Ryokan

01. In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.
02. Our Ryokan is covered by the Ryokan liability insurance to cope with emergencies in the case of fire, etc.

Article 14 - Handling In Case the Guest Room Contracted Is Not Available

01. Should the guest room contracted for the Guest under the Accommodation Contract be come unavailable for him/her, our Ryokan shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.
02. Notwithstanding the provision of the preceding Paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to him/her a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

Article 15 - Handling of Checked Articles, etc.

01. When the articles, cash or valuables checked by the Guest at the front desk have been lost or damaged, our Ryokan shall compensate for the damage, unless the loss or damage has been caused by force majeure. However, in the case of cash and valuables, we shall do so only when the Guest has clearly reported the kind and value of such cash and valuables at our request. Otherwise we shall compensate for the damage up to the maximum amount of 150,000 yen.
02. Our Ryokan is unable to provide safekeeping services for cash with a value exceeding 200,000 yen or items whose market value exceeds 200,000 yen.
03. When the Guest has brought into our Ryokan articles, cash or valuables but has not checked them at the front desk, we shall compensate for the loss or damage inflicted on them if caused intentionally or negligently on our part, except when the Guest has not clearly reported to us beforehand the kind and value of such items lost or damaged, in which case we shall compensate for the loss or damage up to the maximum amount of 150,000 yen unless we are intentionally or negligently responsible for such loss or damage.
04. However, the following articles will not be compensated for as in the above
- (1) Manuscripts, building plans, drawings, texts, and other articles of similar nature
- (2) Magnetic tape, Magnetic disk, CD-ROM, Information devices such as optical disks (peripheral equipment processed directly into the computer and terminal equipment) including files recorded in the recording media

Article 16 - Rental locker terms of use

01. The rental lockers located in our Ryokan and in the guest rooms are basic items, so please leave any cash and valuables at the front desk, with the type and value of items specified.
02. Our Ryokan is not liable for the loss, damage, etc. of any goods kept in the rental lockers, unless they fall under Paragraph 2 of the preceding Article.

Article 17 - Custody of the Baggage or Personal Belongings of the Guest

01. When the baggage of the Guest has arrived at our Ryokan prior to his/her arrival, our Ryokan will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the front desk.



02. In the case that the baggage or personal belongings of the Guest are discovered to have been misplaced after he/she has checked out, our Ryokan shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner or the owner has not been identified, our Ryokan shall keep them for 7 days including the day when they have been found, and shall deliver them to a police station near our Ryokan after a period of 7 days. However, items that cannot be stored for a long period of time, such as perishables or raw food, or articles such as magazines that our Ryokan deems inappropriate to store will be kept for 24 hours from the time of discovery, and then disposed of.

03. The responsibility of The Company with regards to lodger luggage and personal belongings in the preceding two paragraphs will be as follows: paragraph 1 will conform to article 15 paragraph 1, and the preceding paragraph will conform to article 15 paragraph 3.

Article 18 - Responsibility for Parking

01. When the Guest uses the parking area of our Ryokan, our Ryokan only lends the parking area and does not assume responsibility for care and custody of the vehicle parked, regardless of whether or not our Ryokan has been asked to keep the key to the vehicle. However, our Ryokan shall be liable for compensation if and when the vehicle parked is damaged intentionally or negligently on our side while keeping the parking area under our control.

Article 19 - Responsibility of the Guest

01. In the case that our Ryokan has suffered damage due to the intention or fault of the Guest, the Guest will be required to compensate to our Hotel (Ryokan) for the said damage.

02. In order to ensure that all guests receive accommodation services efficiently based on their accommodation agreement, any guest who recognizes that the accommodation services provided to him/her are different from those described in his/her accommodation agreement must promptly inform our Ryokan accordingly.

Article 20 - Disclaimer

01. All guests shall use the Internet and Wi-Fi services within our Ryokan on their own responsibility. Our Ryokan shall not be liable for any damages incurred by users as a result of interruptions to these services due to system failure or any other reasons during their use. In addition, in the event that our Ryokan or a third party incurs damages as a result of actions that are deemed to be inappropriate, the guest(s) in question shall be required to compensate for these damages.

Article 21 - Governing Language

01. These provisions are written in Japanese and English. In the event of any inconsistency or difference between the two versions of these provisions, the Japanese version shall prevail in all respects.

Article 22 - Jurisdiction and governing law

01. Any disputes arising in connection with accommodation agreements between our Ryokan and guests shall be governed by the laws of Japan, and the district court or summary court with jurisdiction over the location of our Ryokan shall be the exclusive court with jurisdiction of the first instance.

Table 2 - Penalty (concerning Article 6-2)

Number of guests Cancellation date	From 1 to 14 persons	From 15 to 30 persons	From 31 to 100 persons	101 or more persons
No show	100%	100%	100%	100%
Accommodation day	100%	100%	100%	100%
1 day prior to A, day	50%	50%	80%	80%
2 days prior to A, day	30%	30%	50%	50%
3 days prior to A, day	30%	30%	30%	50%
5 days prior to A, day		30%	30%	30%
7 days prior to A, day		20%	20%	20%
14 days prior to A, day			10%	20%
30 days prior to A, day				10%

[Note]

- (1) The percentage is the percentage of the Penalty against the Basic Accommodation Charge.
- (2) In the case that the number of days for accommodation has been reduced, Penalty for One Day (first day) shall be charged, regardless of the number of days reduced.
- (3) In the case that the Contract is canceled for a member or members of a Group booking (consisting of 15 people or more), a Penalty will be charged as described above according to the number of cancellations.

Table 1 - Breakdown of Accommodation Charge (concerning Article 2-1 and 12-1)

Total amount to be paid by a guest		Breakdown
Accommodation charge	Additional charges	(1) Basic accommodation charge (Room charge or Room charge plus meal & beverage charge such as for breakfast)
		(2) Additional food and beverage charge (except for those included in (1))
		(3) Usage fee at the each facilities
		(4) Charge our Ryokan was arranged
Tax		(a) Consumption tax ((1) + (2) + (3) + (4))
		(b) Bath tax (One night - 150 yen / Day trip - 100 yen)

[Remarks]

01. Those charges are subject to change in revisions of the tax laws concerned