

Yoshiike Ryokan Accommodation Contract

【Scope of application】

(Article 1)

1. The accommodation contract and related contracts concluded by the hotel with the guest shall be in accordance with the provisions of these Terms and Conditions matters not stipulated in these Terms and Contract shall be governed by laws and regulations or generally established customs.
2. In the event that the hotel has entered into a special contract to the extent that it does not violate laws and regulations and customs, the special contract shall take precedence notwithstanding the provision of the preceding paragraph.

【Application for Accommodation Contract】

(Article 2)

1. A person who intends to apply for an accommodation contract with the hotel shall notify the hotel of the following matters.
 - (1) Guests Name, Address, Telephone number and other contract.
 - (2) Date of stay, length of stay and estimated arrival time.
 - (3) Desired room type.
 - (4) other matters deemed necessary by the hotel.
2. With regard to the preceding paragraph, if all guests are minors, please confirm that the consent of the guardian of each minor has been obtained. There may be a problem.
3. In the event that the guest requests, during his/her stay to extend his/her stay beyond the date set forth in Paragraph 1, item 2 of this Article, the hotel shall make such request.

It will be treated as if there is an application for a new accommodation contract at the time of the application.

【Conclusion of accommodation contract 】

(Article 3)

1. The accommodation Contract shall be deemed to have been concluded when the hotel accepts the application set forth in the preceding Article. However, the hotel did not accept the request. This does not apply when proving that.
2. When an accommodation contract is concluded in accordance with the provisions of the preceding paragraph, the basic accommodation charges for the accommodation period (3 days if the period exceeds 3 days) shall be limited to you will be required to pay the application fees specified by the hotel by the date.
3. The application shall first be applied to the accommodation charges to be paid by the guest, and provisions of Article 6 and 8 shall apply in the event of a penalty, the penalty shall be appropriated in the order of compensation and if there is balance, the fee shall be paid in accordance with the provisions of Article 12. It will be returned to you when you need it.
4. If the applicant fails to pay the deposit by the date specified by the hotel in accordance with the provision of

Paragraph 2, the accommodation contract shall be ceased to be effective. However, when specifying the deadline of payment of the application fee, the hotel has notified the guest to the effect only it.

【Special contract that doesn't require payment of application fee】

(Article 4)

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the hotel shall comply with a special contract that does not require the payment of the application fee set forth in the same paragraph after conclusion of the contract. There is a possibility of Squirming.
2. When accepting an application for an accommodation contract, the does not request the payment of the application fee as stipulated in Paragraph 2 of the preceding Article, and the applicable application. if you don't specify the deadline for payment of the deposit, it will be treated as if you have complied with the special contract set forth in the preceding paragraph.

【Refusal to conclude an accommodation Contract】

(Article 5-1)

1. The hotel may not accept the conclusion of an accommodation contract in the following cases.
 - (1) When the application for accommodation does not comply with these Terms and Conditions.
 - (2) When there is no room available due to the full occupancy.
 - (3) When it is deemed that the person seeking accommodation is likely to conduct himself or herself in a manner.
 - (4) When the person seeking accommodation falls under any of the following items 1 to 3.
 - (a) when the person is an organized crime group, a member of an organized crime group or any other antisocial force.
 - (b) When an organized crime group or a member of an organized group is a corporation or other organization that controls business activities.
 - (c) When any of the officers of the corporation are members of organized groups.
 - (5) The person seeking accommodation is a patient with a specified infectious disease as stipulated in Article 4-2, Paragraph 1, item 2 of the Hotel Business Act (hereinafter referred to as "Specified Sense") patients with synesis etc. when it is.
 - (6) When the person seeking accommodation behaves in a manner that causes significant inconvenience to other guests.
 - (7) When a violent demand is made or a burden beyond a reasonable range is demanded in relation to accommodation (Act on Promotion of Elimination of Discrimination on the Grounds of Disability by persons seeking Accommodation Act N0 56 of 25. Hereinafter referred to as the "Act on the Elimination of Discrimination against person with Disabilities ". Except in cases where the removal of social barriers pursuant to the provision of Article 7, Paragraph 2 or Article 8, Paragraph 2 is sought.
 - (8) The person who intends to stay at the is not burdened by the implementation of the accommodation to the hotel and has to pay attention to other guests.
 - (9) When it is not possible to provide accommodation due to natural disasters, malfunction of facilities or other unavoidable reasons.

- (10) When only minors who do not have the consent of their guardians or who have not been able to obtain confirmation of such consent are staying at the hotel.
 - (11) When the applicant has made an application for accommodation even though he or she has no intention of staying at the hotel.
 - (12) When it falls under any of the cases stipulated in each item Article 4 of the Kanagawa Prefecture Hotel Business Law Enforcement Ordinance
2. A person seeking accommodation may request the hotel to specify the reason for the hotels refusal to conclude an accommodation contract in accordance with preceding Paragraph .

【Policy of Customer Harassment 】

(Article 5-2)

1. In addition to guests, person who intend to stay at the hotel and other users of the hotel (hereinafter referred to as “guests etc.”) Customer harassment (sexual harassment, moral harassment, or any other act in which the remarks or action of the Guests etc. make the guest uncomfortable, harm their dignity, cause disadvantages, or threaten the guests’ employees, regardless of the intention of the Guest. The same applies to the next section. You will be asked to refrain from doing so.
2. In the event of customer harassment, the employees of the hotel shall request the suspension of the customer harassment, and if the guest does not comply with the request , the hotel shall take action in accordance with this Article if the act falls under Paragraph 1(6) to (8) of the preceding Article, and if it does not fall under the above , the hotel shall take action in accordance with Article 7, Paragraph 1(9) and report it to the police at the discretion of the employees of the hotel . In addition, we will claim compensation for damages caused by customer harassment and compensation.

【Guest’s right to cancel the contract 】

(Article 6)

1. The guest may cancel the accommodation contract by notifying the hotel.
2. In the event that the guests have cancelled all or part of the accommodation Contract due to reasons attributable to the guest. (In the event that the hotel has specified the date of payment of the application fee pursuant to the provisions of the Paragraph 2 of Article 3 and requested payment thereof and the guest has requested the payment of the deposit before such payment)
Except in the case of cancellation of the Accommodation Contract, a cancellation charge will be charged as listed in Attached Table No 1 provided however, in that case where the hotel has entered into a special contract as stipulated in Paragraph 1 of Article 4, the same apply only when the hotel has notified the guest of the obligation to pay the cancellation charges in the event of cancellation of the accommodation Contract by the guest at the time of accepting the Special Contract.
3. In the event the guest doesn’t arrive by 8 p.m. on the day of accommodation (2 hours after the arrival time, if the arrival time has been specified in advance) Without prior notice, the hotel may regard the accommodation contract as having been cancelled by the guest.

【 Cancellation of the contract by the hotel 】

(Article 7)

1. The hotel may cancel the accommodation contract in the following cases.

- (1) When it is recognized that the guests are likely to conduct himself or herself in a manner that is contrary to the provisions of laws and regulations, public order or good morals, when it is recognized that the guest has committed such acts.
- (2) When it is found that the person is an individual or organization as stipulated in Article 5-1. 4 (a) (b) (c) .
- (3) when the guest behaves in a manner that causes significant inconvenience to other guests.
- (4) When the Guest can be clearly detected as a patient with a specified infectious disease.
- (5) When a violent demand is made or an unreasonable burden is demanded in relation to the accommodation ;(Except in cases where the guest requests the removal of social barriers pursuant to the provision of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act on the Elimination of Discrimination against person with Disabilities)
- (6) When the person seeking accommodation repeats the request stipulated in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act as a request to the hotel that the burden associated with the implementation of the accommodation is excessive and may significantly impede the provision of services related to accommodation to other guests.
- (7) When the hotel is unable to provide accommodation due a natural disaster, malfunction of the facilities or the unavoidable reasons.
- (8) When only minors who don't have consent of their guardians or who cannot confirm such consent are staying at the hotel.
- (9) When the customer does not respond to request to stop customer harassment.
- (10) When it falls under any of the cases stipulated in each item of Article 4 of the Kanagawa Prefecture Hotel Business Law Enforcement Ordinance.
- (11) When there is no request for any of the matters in each item of Article 2, item 1, and the hotel has set deadline and request such matters and the request is not made with in the deadline.
- (12) When the application fee stipulated in Article 3, Paragraph 2 has not been paid by the date specified by the hotel.
- (13) In addition to the preceding two items, when an application for accommodation is made despite the facts that the applicant has no intention of staying at the hotel.
- (14) Smoking in bed, mischief with firefighter equipment etc. And other prohibited acts stipulated by the Hotel's rules of use. (limited to those necessary for fire prevention) when you don't comply with that.
- (15) When there is an act that violates these Terms and Conditions and the correction is not made despite requesting correction.

2. In the event that the hotel cancels the accommodation contract in accordance with the provisions of the preceding Paragraph, the hotel shall not be charged for any accommodation services that the guest has not yet received .

3. In the event that the hotel has cancelled the accommodation contract pursuant to Paragraph 1, the guest may request an explanation of the reasons for the cancellation of the accommodation contract by the Hotel.

【Registration for Accommodation】

(Article 8)

1. On the day of stay , the guest shall register the following items at the front desk of the hotel .
 - (1) Name, Address and contact information of the Guest.
 - (2) For the foreigners who don't have an address in Japan need to passport.
 - (3) Other matters deemed necessary by the hotel.
2. In confirming(2) in the preceding paragraph you need submit a passport copy .
3. In the event that the guests intends to pay his/her accommodation charges prescribed in Article 12 by any means other Japanese currency ,such as traveler's check , coupons , credit card etc. these credentials shall be shown in advance at the time of registration in the preceding Paragraph.

【Occupancy time of Guest Room】

(Article 9)

1. Guest may use the guest room of the hotel from 2:00 pm to next morning 10:00 am. however in the case of consecutive stays, the guest may occupancy the room all day long, except for the day of arrival and departure.
2. The amount equivalent to the room charge in the preceding paragraph shall be 70 percent of the basic accommodation charge for one night and two meals.

【Compliance with the rules and use】

(Article 10)

1. Guest shall comply with the rules of use separately established by the hotel.

【Business hours】

(Article 11)

1. The business hours of the main facilities of the hotel shall be as follows, and the detailed business hours of other facilities will be announced on the provided pamphlets , notices in various places , service directories in the guest room etc.
 - (1) Business hours of front desk, accounting etc.
 - a. Curfew: Until 2 am
 - b. Reception: From 8:00 to 9:00 pm
 - (2) Business hours of Meals and Beverage facilities
 - a. Dinner: From 6:00 pm to 9:00 pm (last time 7:00 pm)
 - b. Breakfast: From 7:30 am to 9:30 am (last time 8:30 am)
 - c. In and Out Lounge: From 7:00 am to 10:00 pm
 - d. Steak House Yoshiike: From 11:00 am to 2:30 pm (Last order) 5:00 pm to 7:30 pm (Last order)
 - (3) Business hours of Souvenir:
 - a. gift shop:From 7:00 am to 10:00 pm
2. The hours set forth in the preceding paragraph may be changed temporarily if necessary or unavoidable . In

that case we will inform you in appropriate way.

【Payment of fees】

(Article 12)

1. Payment of the accommodation charges etc. shall be made at the front desk at the time of the guest's departure or at the time of request by the hotel by alternatives means as Japan national currency or travel checks, accommodation Voucher, credit card etc. approved by the hotel.
2. Even if the guest does not voluntarily stay at the hotel after the hotel has provided the guest with a room and made it available for use , the accommodation fee will be charged .

【Responsibility of the Hotel】

(Article 13)

1. The hotel shall compensate the guest for any damage caused to the guest in the performance of the accommodation contract and related contracts or due to the non-performance. However, if it is not due to a reason attributable to the person, this not as much as possible.
2. The hotel is covered by inn liability insurance in order to deal with fire etc.

【Handling when the contracted room cannot be provided】

(Article 14)

1. In the event that the hotel is unable to provide the contracted room of the guest , the hotel shall with consent of the guest, arrange accommodation under the same condition as far as possible.
2. Notwithstanding the provisions to the preceding paragraph, if the hotel is unable to arrange other accommodation , the hotel shall pay the accommodation compensation free equivalent to the cancellation charges, and the compensation fee shall be applied to the amount of damage compensation. However, this is no reason attributable to the hotel for not being able to provide the room, the compensation fee will not be paid.

【Handling of deposit items etc. 】

(Article 15)

1. In the event of loss, breakage or the damage of goods , cash or valuables deposited at the front desk of the guest, the hotel shall compensate for such damages , except in cases of force majeure. However, in the case of cash and valuables, if the hotel requests a declaration of the type and value thereof and the guests fails to do so, the hotel shall compensate the guest for the damage up to maximum of 100,000 yen.
2. The hotel shall compensate the guest for any loss breakage or other damages caused by intention or negligence of the hotel with respect to good , cash or valuable brought into the hotel by the guest not deposited at the front desk . However, in the case of items for which type and value of the items have not been declared in advance by the guest, the hotel shall compensate the guest for damage up to a maximum of 50,000 yen, except in case of willful misconduct or gross negligence on the part of the hotel.

【Storage of baggage or personal belongings of guests】

(Article 16)

1. In the event the baggage of the guest arrives at the hotel prior to his/her stay , it shall be the responsibility of the guest to keep it only if the hotel has agreed to it prior his/her arrival and shall hand it over to the guest at the time of check in at the front desk.
2. In event the guest's baggage or belongings are left behind at the hotel after the guest has check out , the hotel will wait for the owner to contact the hotel for any inquiry and if there is no instruction from the owner , the hotel shall keep it for 7 days including date of discovery and then report it to the nearest police station. However, such items as umbrella, cloth products (clothing, towels, underwear etc.) and small item will be disposed after 3 months of storage at the hotel and food, drinks cigarette, magazines and other items are difficult to store due to hygiene will be disposed of on the same day.
3. The Hotel's responsibility for the custody of the guest baggage or belongings in case of Paragraph 2 shall be in accordance the provision of Paragraph 1 of the preceding Article in case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

【Responsibility for parking】

(Article 17)

1. When a guest uses the parking lot of the hotel, regardless of whether or not the key of the vehicle is deposited, the hotel will lend the space and shall not be responsible for the management of the vehicle. However, in the event that damage is caused by the intention or negligence of the hotel in the management of the parking lot, the hotel will compensate for such damage.

【Responsibility of Guests】

(Article 18)

1. In the event the hotel suffer damage due to the intention or negligence of the guest , Guest will pay the compensation .

【Guest's Consent】

(Article 19)

1. if the hotel deems it is necessary to enter the room from the viewpoint of providing services to believers and ensuring safety , The inn may enter the guest room without prior notice .

【Language】

(Article 20)

1. These Terms and Conditions and other terms of use (hereinafter referred to as "These Terms and Conditions") Japanese in the event of any discrepancy or discrepancy between the two sentences of these Terms and Conditions etc. The Japanese version shall prevail in all respects.

【Governing Law and Jurisdiction】

(Article 21)

1. Any dispute arising out of or the connection with these Terms and Condition or any dispute between the hotel and guest shall be governed by the laws of Japan , and the Odawara Branch of the Yokohama District Court shall be exclusive jurisdictional court of the first instance.

【Revision of the Terms and Conditions】

(Article 22)

1. In the event that any of the following items apply , the hotel may changes these terms and conditions at any time in accordance with provisions of Article 548-4 of the CIVIL Code. The amended Terms and Conditions shall apply to the accommodation contract after the amendment of these Terms and Conditions.
 - (1) When the amendment to these Terms and Conditions conforms to the general interests of the guest.
 - (2) When the amendment to these Terms and Conditions is not contrary to the purpose of the accommodation Contract and is reasonable in light of the necessity of the change, the appropriateness of the content after the change and the circumstances related to the content or other changes.
2. In the event of an amendment to these Terms and Conditions, the hotel shall determine the effective date of the amended Terms and Conditions, and shall inform the guest of the content of the amended Terms and Conditions and the effective date of the Terms and Conditions at least one month prior to the effective date by posting them on the Hotels website or guest.
3. Notwithstanding the provisions of the preceding 2 Paragraph, if a person who intends to stay at the hotel applies for the use of the hotel after being informed of the amendment to these terms and conditions in the preceding paragraph, or if the procedure for cancellation of the accommodation contract is not taken by the date of use of the hotel, the guest shall be deemed to have agreed to the amendment of these Terms and Conditions.

Appendix 1 Penalty (related to Article 6, Paragraph 2)

Number of people reserved Cancellation date	NO Show	Same Day	1day ago	2day ago	3day ago	5day ago	7day ago	10day ago	14day ago	20day ago	30day ago
1 person~14 person	100%	100%	80%	50%	30%	20%	10%				
1person~30 person	100%	100%	80%	50%	30%	30%	30%	20%	10%		
1person~100person	100%	100%	100%	80%	50%	50%	30%	30%	20%	10%	
101 people ~	100%	100%	100%	80%	80%	80%	50%	30%	20%	20%	10%

1. % is the ratio of the cancellation charge to the basic accommodation charge.
2. If the number of days contracted is shortened, the eclipse will be received for the day, regardless of intelligence.
3. Regarding reduction in the number of guests in group (15 or more) there will be no penalty for the reduction of 10% of the number of people booked 10 days prior to the stay. (or the day of acceptance if the application is received after that day)

Rules of Use

Based on Article 10 of the Accommodation Contract, Yoshiike Ryokan has established the following rules of use for the purpose of maintaining the dignity of the hotel and ensuring the guest can spend their time comfortably and safely during their stay at the hotel. In the unlikely event that you do not cooperate with the rules, in accordance with Article 7, Paragraph 1 item 15 of the Accommodation Contract the guest and the hotel.

We may refuse to use other facilities in the hotel in addition, please note that we are not responsible for any accident that occurs as a result of not being able to obtain the cooperation of our guests.

Record

1. All guest rooms are non-smoking. Please do not smoke outside of the designated areas of the building. If you smoke in the room, you will be charged actual cost of cleaning bedding, curtains, wallpaper etc. and others other.
2. Please do not engage in any activities that may cause a fire in the guest room. Also, please do not bring heat-emitting appliances such as heating, cooking or irons etc.
3. The following items are not allowed to bring along with you which may be inconvenience to other customers.
 - (1) Dog, cat, bird and other animals (excluding guide dogs, service dogs and other assistance dogs for the physically disabled)
 - (2) Gunpowder, oil or the flammable substances.
 - (3) Anything that emits unusual odor.
 - (4) Items that exceed common sense size and quality.
 - (5) Items prohibited by law such as gun, blades and stimulants etc.
 - (6) Any other items deemed to pose a threat to the safety of other guest or hotel's staff.
4. Please do not use the guest room for any purpose other than Lodging. Example Drinking and eating without the permission of the hotel.
5. During you stay, please make sure that your room is locked when you go out. In the unlikely there is an intrusion into the guest room and accident occurs, the hotel will not be responsible for it.
6. We do not allow visitors to meet in the guest room. Please only meet with your visitors in designated area. Please refrain from visiting after 9 pm.
7. We strictly prohibited anyone other than registered guests staying at our hotel.
8. Lost and found items will be handled in accordance with the Terms and Conditions of the accommodation, laws and regulation. In addition, the cost of shipping the lost item will be borne by the customer. We don't accept overseas shipping.
9. Minors are not allowed to stay without the consent of a guardian.
10. Please use safe deposit box in the room and the front desk security safe box to store cash and valuables things during your stay. In the unlikely event of loss or theft, the hotel will not be responsible for any accidents.

11. Please do not leave your belongings in the lobby. In the unlikely event of loss or theft, the hotel will not be responsible for any accidents.
12. Please refrain from gambling or disturbing manners in the hotel.
13. Please refrain from high pitch voices, songs or noisy act that may cause inconvenience to other guests in the hotel.
14. Please refrain from using drugs items to cause inconvenience to other guests or hotel.
15. If you wish to use the facilities of the hotel my signature, please make sure to show your room key.
16. It is not allowed to use the lobby and guest rooms as an office and other activities.
17. Please do not distribute, display, sell advertisement material and selling of good in the hotel or in the premises of the hotel without permission of the hotel.
18. Please do not take photographs, videos etc. or making audio recordings in the hotel or in the premises of the hotel for business purposes without permission of the hotel. Even if is taken or recorded privately, please do not post it on the internet for business purpose without permission of the hotel or use various social networking sites for live streaming.
19. Please refrain from gambling or other acts disturb moral and cause to others.
20. Please observe the following regarding the handling of various facilities and items of the building.
 - a. Don't not use the product for any purpose other than its intended purpose.
 - b. Please do not take it out of the hotel.
 - c. Don't move or process it elsewhere.
21. Any damage, breakage or loss of facility, equipment of the hotel, Guest will be charging the actual cost.
22. Please don't enter or force people to enter any area other than the business facilities of the hotel without permission.
23. During your stay, if you have any billing, come to the front desk on time and you can pay.
24. If you have tattoo, please cover them with a tattoo cover sticker when using pool and hot spring or onsen.
25. Please refrain from ordering and bringing foods and drinks from outside.
26. As a general rule, Children aged six and may under may use the mixed gender bathing facilities. However, for safety and comfort children aged six and under who are 120 cm or taller are kindly request not to use mixed gender bathing facilities.