

Japonica Lodge LODGING AGREEMENT

Scope of Application

Article 1

Any and all agreements entered into by and between Japonica Lodge (hereinafter referred to as "Lodge") and guests and other agreements in relation thereto shall be governed by this regulation, and any matters not stipulated herein shall be governed by laws and generally established customs.

2. Notwithstanding the preceding paragraph, in case Lodge accepts any special provisions to the extent not contrary to laws or customs, the special provisions shall prevail.

Application for Lodging Agreement

Article 2

A person who desires to apply for lodging in Lodge shall be required to provide Lodge with the following information:

- (1) Name of guests;
- (2) Date of lodging (and estimated arrival time if the check-in will be after 8 pm)
- (3) Telephone number & E-mail address;
- (4) Number of guests; and
- (5) Any other matters Lodge requires.

2. In cases where a guest applies for extension of lodging period beyond the date of lodging set forth the item 2 of the preceding paragraph during his/her lodging, Lodge shall treat the application as new one at the time of the offer.

Concluding of Lodging Agreement

Article 3

A lodging agreement shall come into effect when Lodge approves the application set forth in the preceding Article; provided, however, that this shall not apply if Lodge proves not having approved the application.

2. In cases where a lodging agreement by which one or more lodges in Lodge has been entered into according to the preceding paragraph, the applicant shall pay all days' fee designated by Lodge by the check in.

Rejection of Concluding Lodging Agreement

Article 4

Lodge may reject the application for concluding a lodging agreement in cases falling under any of the following events:

1. When the application does not conform to this regulation;
2. When Lodge cannot afford to accept the application due to lack of a vacant room;
3. When one who intends to lodge in Lodge is considered to be likely to commit any activities against laws, or public order or moral;
4. When one who intends to lodge in Lodge falls under any of the following items:

(1) An organized crime group designated in the item 2 of Article 2 of the Act on the Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter referred to as "Organized Crime Group"), an organized crime group member set forth in the item 6 of Article 2 of the said Act (hereinafter

referred to as “Organized Crime Group Member”), an associate member of Organized Crime Group or a person involved in Organized Crime Group or other antisocial forces;

(2) A juridical person or other body whose business activities are controlled by an Organized Crime Group Member; or

(3) A juridical person any of whose executive officer is Organized Crime Group Member.

5. When one who intends to lodge in Lodge makes a violent demand or demands a burden beyond the reasonable range to Lodge or employees thereof;

6. When one who intends to lodge in Lodge is expressly considered to be infected in any infectious disease listed in the class 1 through the class 3 set forth in the Ministerial Order of the Health, Labor and Welfare Ministry;

7. When Lodge is unable to lodge the guest due to unavoidable reasons, including, but not limited to natural disaster and malfunction of facilities;

8. When one who intends to lodge in Lodge is likely to cause nuisance to other guests due to being totally drunk, etc.;

9. When one who intends to lodge in Lodge takes any behavior that causes nuisance to other guests.

Termination Right of Guest

Article 5

A guest may terminate a lodging agreement by notice to Lodge.

2. In cases where a guest terminates a lodging agreement in whole or in part due to reasons attributable to the guest, he/she shall pay a penalty charge set forth in Appendix 2

3. In cases where a guest fails to arrive at Lodge by 8:00 p.m. (if any estimated arrival time is clearly specified, at the time two (2) hours after the specified estimated arrival time) The day of arrival without any information, Lodge may consider that the lodging agreement is terminated by the guest and treat accordingly.

Termination Right of Lodge

Article 6

In cases falling under any of the following events, Lodge shall be entitled to terminate the lodging agreement:

1. When the guest is considered to be likely to commit any activities against laws, or public order or moral, or when the guest is considered to have committed said activities;

2. When the guest is considered to be affected with any infection listed in the class 1 through the class 3 designated by the ministerial ordinance of the Health, Labor and Welfare Ministry;

3. When Lodge is not able to lodge the guest due to reasons resulted from any cause beyond its control, including, but not limited to natural disaster;

4. When the guest falls under any of the following items:

(1) Organized Crime Group, Organized Crime Group Member, an associate member of Organized Crime Group, person involved in Organized Crime Group or other antisocial forces;

(2) A juridical person or other body whose business activities are controlled by an Organized Crime Group Member; or

(3) A juridical person any of whose executive officer is Organized Crime Group Member.

5. When the guest makes a violent demand or demands any burden beyond the reasonable range to Lodge or employees thereof;
 6. When one who intends to lodge in Lodge is likely to cause nuisance to other guests due to being totally drunk, etc. or when a guest takes any behavior that causes nuisance to other guests.
 7. When one who intends to lodge in Lodge commits any activities that interfere with fire prevention, including, but not limited to smoking at the nonsmoking area, doing mischief on fire-fighting equipment, etc.;
 8. When the guest lets any person other than guests enter the guest room whether temporarily or not;
 9. When the guest has brought or tried to bring any of the following matters into Lodge:
 - Handgun;
 - Swords;
 - Goods remarkably smelling bad;
 - Remarkably bulk goods;
 - Inflammable or ignitable goods; (explosives, gasoline)
 - Plant, animal, insect or others similar thereto; or
 - Others prohibited the possession of by laws.
 10. When the guest tries to take out any equipment or goods of Lodge or move them to another area in Lodge;
 11. When the guest tries to make any change, conversion or alteration to the building or equipment of Lodge;
 12. When the guest distributes advertising literature or goods or conducts religious activities (propagandizing, invitation) or business activities to other guests, visitor or employees in Lodge;
 13. When the guest conducts such activities as cause serious nuisance to other guests; or
 14. When the guest fails to comply with rules on use established by Lodge.
2. In cases where Lodge terminates the lodging agreement in accordance with the provisions of the preceding paragraph, lodging service or other services not having provided by Lodge shall not be charged.

Registration of lodging

Article 7

A guest shall complete registration of the following matters at the reception desk on The day of arrival :

1. Name, age, sex, address and occupation;
 2. In case of foreigner, nationality and passport number;
 3. Departure date and estimated time of departure;
 4. Any other matters Lodge considers necessary.
2. In cases where a guest desires to make payment under Article 10 by means of Lodge voucher, credit card or others to be substituted for money, he/she shall show it in advance at the registration set forth in the preceding paragraph.

Utility Time of Guest Room

Article 8

The time zone in which a guest can make use of a guest room shall be as set forth below; it is the same even if he/she will stay for more than one day continuously

Check in: at 12:00 p.m.~ / Check out: at ~ 11:00 a.m.

The time the guest can use the bed: 6:00 p.m.~11:00 a.m.

2. Notwithstanding the preceding paragraph, Lodge may accept usage of the guest room during the time period other than those set forth in the preceding paragraph. In this case, additional charge as set forth below (Article 10.4) shall be charged:

Compliance of Usage Rules

Article 9

A guest shall comply with the usage rules established by Lodge and posted in the premises of Lodge.

2. Business hours of main premises of Lodge shall be as set forth below, and business hours of other premises of Lodge shall be shown through a pamphlet and brochure or provided, and service directory in guest rooms.

(1) Front service: 11:30~20:00

(2) Curfew: None

(3) Shop: 11:30~20:00

(4) Cafe: 11:30~20:00

3. In case of unavoidable reasons, the business hours set forth in the preceding paragraph shall be changed temporarily. In this case, it is informed by suitable measures.

Payment of Charges

Article 10

Details and calculation method of the lodging charges or others to be paid by the guest shall be as set forth in Appendix 1.

2. Payments of the lodging charges or others set forth in the preceding paragraph, shall be made by Bank of Japan note or currency (Japanese yen), or Lodge voucher approved by Lodge, credit card or others to be substituted for money on arrival of the guest or on a claim by Lodge at the reception desk.

3. Even when the guest voluntarily forgoes staying after the guest room become available by provision by Lodge of it to guest or when the guest voluntarily cease staying after he/she starts staying in the guest room, the guest shall pay full amount of room charge.

4. If the guest does not return the entrance key after checking-out, the guest shall pay half amount of room charge after 4 hours past from the check-out time and the guest shall pay full amount of room charge after 6 pm (18:00). This charge does not ensure the beds for the day.

Liability of Lodge

Article 11

When, on performance by Lodge of lodging agreements and other agreement in relation thereto, any default by Lodge causes damage to the guest, Lodge shall compensate the guest for such damage; provided, however, that this shall not apply if said damage is caused by reasons not attributable to Lodge.

2. Lodge has an insurance policy in the shop general liability insurance in order to deal with possible fire disaster or others.

Treatment in case of inability of provision of guest room on which lodging agreement has been made

Article 12

In cases where Lodge is unable to provide guest room on which lodging agreement has been made, Lodge shall, under guest's consent, introduce other Lodges on the same conditions as far as possible to the guest.

2. In cases where Lodge is unable to introduce other Lodges despite the provisions of the preceding paragraph, Lodge shall pay compensation equivalent to penalty charges to the guest, and the compensation shall be allotted to damages; provided, however, that this shall not apply if said unavailability is caused by reasons not attributable to Lodge.

Treatment of Deposited Goods

Article 13

In cases where any goods or money and articles of value deposited by a guest to the reception desk of Lodge which the guest has brought into the premises of Lodge are lost, prejudiced or otherwise damaged due to reasons caused on purpose or by gross negligence on the part of Lodge, Lodge shall compensate the guest for the damage; provided, however, that as to said money and articles of value, if, when Lodge has requested the guest for provision of clear information of types and amount thereof, the guest does not follow it, said compensation shall be made to the extent of five million yen (¥50,000).

2. With respect to any goods or money and articles of value or belongings not deposited by a guest to the reception desk of Lodge (including, but not limited to goods or others placed at the un-peopled baggage space in Lodge), Lodge shall not compensate the guest for theft, loss or damage thereof at all. However, this shall not apply if said theft, loss or damage is caused on purpose or by gross negligence on the part of Lodge; provided, however, that even in this case, if the guest has not provided Lodge with clear information of types and amount thereof, Lodge shall compensate the guest for damage incurred by the guest to the extent of five million yen (¥50,000).

Custody of Guest's Baggage and Belongings

Article 14

In case of arrival of guest's baggage before lodging, Lodge shall responsibly keep it in custody and hand over it at the reception desk on the guest's check in only if Lodge has approve it before arrival thereof.

2. If, when a guest left baggage and belongings behind after check out, its owner is known to Lodge, Lodge shall notify the guest of it and follow instruction; provided, however, that in case the guest gives no instruction or its owner is known to Lodge, Lodge shall keep it in custody for a month (including discovery date).

3. With respect to responsibility of Lodge for custody of guest's baggage and belongings in the cases set forth in the preceding two paragraphs, the provisions of paragraph 1 of Article 13 shall apply to the case of paragraph 1, and the provisions of paragraph 2 of Article 13 shall apply to the case of paragraph 2, with necessary modification.

Indemnification for Guest's Baggage and Belongings

Article 15

With respect to any damage caused by non-compliance by the guest with Lodge staff’s instruction, guidance, notice, or evacuation guidance during emergencies, Lodge shall not compensate.

Liability of Guest

Article 16

In case Lodge suffers any damage caused on purpose or by negligence of a guest, the guest shall compensate Lodge for it.

Exclusion

Article 17

Usage of computer communication from within Lodge shall be made at a guest’s own risk. Even when a guest suffers any damage resulted from interruption of communication service due to any system failure or other reasons, Lodge shall not be liable thereto at all. In addition, in cases where Lodge or a third party suffers any damage caused by a guest’s act unsuitable for computer communication at Lodge’s discretion, the guest shall compensate for the damage.

Appendix 1: Calculation Method of Lodging Charges (Relating to Article 10)

Total amount to be paid by a guest	Lodging Charge
	Consumption tax

Appendix 2 : Penalty charges (Relating to Article 5)

A day on which Lodge receives the cancel notice and % of lodging charge	
No show & Day of Arrival	100%
One day before	100%
Two day before	50%

It is subject to each penalty charge in case the charge is set by each online travel agent the guest used for the booking.

The Agreements applies after March 1st, 2016.

Contact about treatment of personal information:

Tourism Creation Lab. LLC.

Phone number: (+81)3-6802-7495