

# **AGREEMENT**

## **Terms and Conditions for Accommodation**

### **Scope of Application of These Terms (Article 1)**

1. The Accommodation Contracts and related agreements (including contracts for services like day use, hereinafter collectively referred to as the "Accommodation" or "Accommodation Contract") concluded between this Hotel and the Guest (referring to all customers who use the Hotel's guest rooms) shall be governed by these Terms and Conditions (hereinafter referred to as the "Terms"). Matters not stipulated in these Terms shall be governed by laws, regulations, etc. (referring to laws or matters based on laws and regulations; the same shall apply hereinafter) or generally established practices.
2. Notwithstanding the provision of the preceding paragraph, if the Hotel agrees to a special contract to the extent that it does not violate laws, regulations, etc., and customary practice, the special contract shall take precedence.

### **Application for Accommodation Contract (Article 2)**

1. A person who intends to apply for an Accommodation Contract with the Hotel must provide the Hotel with the following information: (1) Guest Name (2) Date(s) of stay and estimated time of arrival (3) Accommodation charges (in principle, based on the breakdown of accommodation charges, etc., in the attached table 1) (4) Other matters deemed necessary by the Hotel
2. If a Guest requests to continue the stay beyond the date(s) of stay specified in Item 2 of the preceding paragraph during their stay, the Hotel shall treat the request as a new application for an Accommodation Contract at the time the request is made.

### **Formation of the Accommodation Contract, etc. (Article 3)**

1. The Accommodation Contract shall be deemed to be concluded when the Hotel accepts the application of the preceding Article.

2. When the Accommodation Contract is concluded in accordance with the provision of the preceding paragraph, the applicant must pay an application deposit, determined by the Hotel and not exceeding the accommodation charges for the entire period of the stay, by the date specified by the Hotel.
3. The application deposit shall first be applied to the accommodation charges that the Guest must finally pay. If circumstances arise requiring the application of the provisions of Article 8 and Article 21, it shall be applied in the order of penalty charges, followed by compensation for damages. Any remaining balance shall be refunded at the time of payment of charges in accordance with the provisions of Article 15.
4. If the application deposit in Paragraph 2 is not paid by the date specified by the Hotel in accordance with the same paragraph, the Accommodation Contract shall lose its validity. However, this shall apply only if the Hotel has notified the Guest to that effect when specifying the payment due date for the application deposit.

#### **Special Contract Not Requiring Payment of Application Deposit (Article 4)**

1. Notwithstanding the provision of Paragraph 2 of the preceding Article, the Hotel may agree to a special contract not requiring the payment of the application deposit in the said paragraph after the contract has been concluded.
2. If, when accepting the application for an Accommodation Contract, the Hotel does not request the payment of the application deposit under Paragraph 2 of the preceding Article or does not specify the due date for the payment of the said application deposit, the Hotel shall be treated as having accepted the special contract of the preceding paragraph.

#### **Request for Cooperation in Infection Prevention Measures at Facilities (Article 5)**

The Hotel may request cooperation from a person who intends to stay, pursuant to the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

## Refusal of Accommodation Contract (Article 6)

The Hotel may not agree to the conclusion of an Accommodation Contract in the following cases. However, this Article does not mean that the Hotel may refuse accommodation other than in the cases listed in Article 5 of the Hotel Business Act:

(1) When the application for accommodation does not conform to these Terms. (2) When the Hotel is fully booked and has no vacant guest rooms. (3) When it is recognized that the person seeking accommodation is likely to engage in conduct that violates the provisions of laws, public order, or good morals concerning accommodation. (4) When the person seeking accommodation or the applicant for accommodation is recognized as falling under any of the following (a) through (d): (a) Being a Bōryokudan (meaning an organized crime group as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Bōryokudan Members (Act No. 77 of 1991); hereinafter referred to as "Bōryokudan"), a Bōryokudan member (meaning a member of a Bōryokudan as defined in Article 2, Item 6 of the said Act; hereinafter referred to as "Bōryokudan Member"), a quasi-member of a Bōryokudan, or a person related to a Bōryokudan. (b) Being a corporation or other organization whose business activities are controlled by a Bōryokudan or a Bōryokudan Member. (c) Being a corporation whose officers include a person who falls under the category of a Bōryokudan Member. (d) Being a person related to anti-social organizations or similar organizations. (5) When the person seeking accommodation engages in words or actions that significantly inconvenience other Guests. (6) When the person seeking accommodation is a patient of a specified infectious disease or similar (hereinafter referred to as a "patient of a specified infectious disease or similar") as stipulated in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act. (7) When the person seeking accommodation makes a violent demand to the Hotel or Hotel employees, or demands a burden that exceeds a reasonable scope (excluding cases where the person seeking accommodation requests the removal of social barriers pursuant to Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act on the Elimination of Discrimination against Persons with Disabilities (Act No. 65 of 2013; hereinafter referred to as the "Act on the Elimination of Discrimination against Persons with Disabilities")). (8) When the person seeking accommodation or the applicant for accommodation repeatedly makes a demand to the Hotel, as stipulated in Article 5-6 of the Ordinance for Enforcement of the Hotel Business Act, where the burden accompanying the implementation of such demand is excessive and there is a risk of significantly impeding the provision of accommodation services to other

Guests. (9) When the person seeking accommodation or the applicant for accommodation is recognized as having committed acts of violence, injury, threat, blackmail, intimidating unjust demands, or similar acts. (10) When the Hotel is unable to provide accommodation due to a natural disaster, facility malfunction, or other unavoidable reasons. (11) When falling under the cases stipulated in Article 5 (Items 1 and 2) of the Tokyo Metropolitan Ordinance for Enforcement of the Hotel Business Act.

### **Explanation of Refusal of Accommodation Contract (Article 7)**

A person who intends to stay can request the Hotel to explain the reason why the Hotel does not agree to the conclusion of the Accommodation Contract based on the preceding Article.

### **Guest's Right to Cancel the Contract (Article 8)**

1. A Guest may cancel the Accommodation Contract by notifying the Hotel.
2. If a Guest cancels the whole or part of the Accommodation Contract due to reasons attributable to the Guest (excluding cases where the Guest cancels the Accommodation Contract before the payment when the Hotel has specified the payment due date for the application deposit and requested the payment pursuant to Article 3, Paragraph 2), the Hotel shall charge a penalty charge as listed in the attached table 2. However, in cases where the Hotel has accepted the special contract in Article 4, Paragraph 1, this shall apply only if the Hotel has informed the Guest of the obligation to pay the penalty charge when the Guest cancels the Accommodation Contract, at the time of accepting that special contract.
3. If the Guest does not arrive by 8:00 p.m. on the day of accommodation without prior notice (or two hours after the estimated time of arrival if it was explicitly stated in advance), the Hotel may deem the Accommodation Contract to have been canceled by the Guest and process it accordingly.

### **Hotel's Right to Cancel the Contract (Article 9)**

1. The Hotel may cancel the Accommodation Contract in the following cases. However, this paragraph does not mean that the Hotel may refuse accommodation other than in the cases listed in Article 5 of the Hotel

Business Act: (1) When it is recognized that the Guest is likely to engage in conduct that violates the provisions of laws, public order, or good morals concerning accommodation, or when it is recognized that the Guest has committed such conduct. (2) When the Guest is recognized as falling under any of the following (a) through (d): (a) Bōryokudan, Bōryokudan Member, quasi-member of a Bōryokudan, or other anti-social forces related to a Bōryokudan. (b) Being a corporation or other organization whose business activities are controlled by a Bōryokudan or a Bōryokudan Member. (c) Being a corporation whose officers include a person who falls under the category of a Bōryokudan Member. (d) Being a person related to anti-social organizations or similar organizations. (3) When the Guest engages in words or actions that significantly inconvenience other Guests. (4) When the Guest is a patient of a specified infectious disease or similar. (5) When a violent demand concerning accommodation is made, or a burden that exceeds a reasonable scope is requested (excluding cases where the Guest requests the removal of social barriers pursuant to Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act on the Elimination of Discrimination against Persons with Disabilities). (6) When the Guest repeatedly makes a demand to the Hotel, as stipulated in Article 5–6 of the Ordinance for Enforcement of the Hotel Business Act, where the burden accompanying the implementation of such demand is excessive and there is a risk of significantly impeding the provision of accommodation services to other Guests. (7) When the Guest is recognized as having committed acts of violence, injury, threat, blackmail, intimidating unjust demands, or similar acts. (8) When the Hotel is unable to provide accommodation due to reasons attributable to force majeure, such as a natural disaster. (9) When falling under the cases stipulated in Article 5 (Items 1 and 2) of the Tokyo Metropolitan Ordinance for Enforcement of the Hotel Business Act. (10) When the Guest does not comply with the prohibited matters of the Hotel's stipulated Terms of Use (limited to those necessary for fire prevention), such as smoking in bed in the guest room or tampering with fire-fighting equipment. (11) When the Guest is recognized as smoking in a non-smoking area.

2. The provision of the preceding paragraph shall not preclude the Hotel from claiming damages and penalty charges from the Guest.
- 3.

## **Explanation of Cancellation of Accommodation Contract (Article 10)**

A Guest can request the Hotel to explain the reason why the Hotel canceled the Accommodation Contract based on the preceding Article.

## **Registration for Accommodation (Article 11)**

1. The Guest shall register the following matters at the Hotel's front desk on the day of accommodation: (1) Guest's name, address, and contact information (2) Nationality and passport number for foreign nationals who do not have an address in Japan (3) Date of departure and estimated time of departure (4) Other matters deemed necessary by the Hotel
2. When the Guest intends to pay the charges in Article 15 by a method that can substitute for currency, such as accommodation tickets, credit cards, QR code payment, or transportation IC, they shall present them at the time of registration in the preceding paragraph.

## **Guest Room Usage Hours (Article 12)**

1. The time during which the Guest can use the Hotel's guest room is from 3:00 p.m. on the day of arrival until 11:00 a.m. the following day. However, in the case of consecutive stays, the room can be used all day, excluding the arrival and departure days. The Hotel shall not be responsible for refunding charges or other liabilities even if the room cannot be used during certain times due to congestion or other unavoidable reasons.
2. Notwithstanding the provision of the preceding paragraph, if the check-out time is exceeded, the Hotel shall charge a stipulated additional fee. Since the fee varies depending on the room type and the extended time, please inquire at the front desk.
3. The time in Paragraph 1 may be temporarily changed if necessary and unavoidable. In such a case, the Guest will be notified by an appropriate method.

## **Compliance with Terms of Use (Article 13)**

The Guest shall comply with the Terms of Use stipulated by the Hotel.

## **Business Hours (Article 14)**

The business hours of the Hotel's main facilities, etc., will be announced on the in-room TV and website. They may be temporarily changed if necessary and unavoidable. In such a case, the Guest will be notified by an appropriate method.

## **Payment of Charges (Article 15)**

1. The breakdown of the accommodation charges, etc., to be paid by the Guest shall be as listed in the attached table 1.
2. The payment of the accommodation charges, etc., in the preceding paragraph shall be made in currency (limited to Japanese Yen) or by a method recognized by the Hotel, such as accommodation tickets, credit cards, QR code payment, or transportation IC, at the front desk upon the Guest's departure or when the Hotel requests payment.
3. Even if the Hotel provides a guest room and it becomes available for use, the accommodation charge shall be charged if the Guest voluntarily chooses not to stay.

## **Hotel's Responsibility (Article 16)**

1. The Hotel shall compensate the Guest for damages incurred during the performance or non-performance of the Accommodation Contract and related contracts. However, this shall not apply if the damage is not attributable to reasons on the part of the Hotel.
2. The Hotel shall compensate for damages such as loss or destruction of articles, cash, and valuables brought into the Hotel by the Guest, only if the damage is due to the Hotel's intentional act or negligence. However, the maximum amount of compensation shall be 150,000 Yen.
3. The Hotel is covered by a hotel liability insurance policy to cover potential fire and other incidents.

## **Handling When Contracted Guest Room Cannot Be Provided (Article 17)**

1. If the Hotel is unable to provide the Guest with the contracted guest room, the Hotel shall, with the Guest's understanding, arrange for other accommodation facilities with conditions as similar as possible.

2. Notwithstanding the provision of the preceding paragraph, if the Hotel is unable to arrange other accommodation facilities, the Hotel shall not charge the accommodation fee.

### **Handling of Deposited Articles (Article 18)**

1. If a Guest's baggage arrives at the Hotel prior to the stay, the Hotel shall be responsible for keeping it and handing it over to the Guest at the front desk upon check-in, only if the Hotel has consented to this prior to the arrival.
2. The Hotel shall compensate for damages such as loss or destruction of articles directly deposited at the front desk, except in cases of force majeure. However, the maximum amount of compensation shall be 150,000 Yen.
3. The front desk cannot keep cash and valuables. Please use the safe in the guest room.

### **Storage of Guest's Baggage or Personal Effects (Article 19)**

1. If baggage or personal effects (hereinafter referred to as "Baggage, etc.") are left behind at the Hotel, the Hotel shall, in principle, wait for contact from the owner to inquire and ask for instructions. If there are no instructions from the owner, the items will be disposed of after one month has passed since discovery (food, beverages, tobacco, magazines, used cloth products, broken bags, etc., will be disposed of on the day following discovery). (This includes cases where there were instructions but the items were not collected within one year.)
2. The Hotel's responsibility for the storage of the Guest's baggage or personal effects shall be in accordance with the provisions of Paragraph 2 and Paragraph 3 of the preceding Article. However, the Hotel shall not compensate in accordance with the provisions of Paragraph 2 and Paragraph 3 of the preceding Article if the Hotel disposes of Baggage, etc. for which there are no instructions from the owner one month after discovery, or for which the owner is unknown, in accordance with the provision of the preceding paragraph.



## **Responsibility for Parking and Bicycle Parking (Article 20)**

The parking lot and bicycle parking area guided to the Guest by the Hotel are not operated or managed by the Hotel, but by the respective facility manager. Therefore, the Hotel shall not be responsible for any theft, accident, damage, or other troubles that occur regarding the use of the said parking lot or bicycle parking area. When using these facilities, please check the facility's guidance and terms of use and use them at your own risk.

## **Guest's Responsibility (Article 21)**

If the Hotel incurs damage due to the Guest's intentional act or negligence, the said Guest shall compensate the Hotel for the damage.

## **Disclaimer (Article 22)**

1. The use of computer communication from within the Hotel shall be conducted at the Guest's own responsibility. The Hotel shall not be responsible for any damage suffered by the user as a result of service interruption due to system failure or other reasons during the use of computer communication. Furthermore, if the Hotel or a third party incurs damage due to an act that the Hotel deems inappropriate during the use of computer communication, the Guest shall be responsible for compensating for the damage.
2. The Hotel provides the safe installed in the guest room for the convenience of the Guest, but the storage function of the said safe does not guarantee the complete safety of valuables or other articles. The Hotel shall not be responsible for any theft, loss, damage, etc., of articles stored in the safe, except in cases of the Hotel's intentional act or gross negligence.

## **Governing Law (Article 23)**

Any disputes arising regarding these Terms and Conditions shall be resolved in a Japanese court having jurisdiction over the location of the Hotel, in accordance with Japanese law.

## Controlling Language (Article 24)

These Terms and Conditions are prepared in Japanese and English, but in the event of any inconsistency or discrepancy between the Japanese and English texts, the Japanese text shall always prevail.

## Amendment of Terms and Conditions (Article 25)

The Hotel may amend these Terms and Conditions by publishing the amended content and the effective date on its website in the following cases. Furthermore, if necessary, the Hotel shall notify the Guest, etc., by other appropriate means. (1) When the content of the amendment conforms to the general interests of the Guest. (2) When the content of the amendment does not violate the purpose of the transaction pertaining to these Terms and Conditions, and is reasonable in light of the necessity of the amendment, the appropriateness of the amended content, and other circumstances related to the amendment.

### Attached Table 1

#### Breakdown of Accommodation Charges, etc. (Related to Article 2, Paragraph 1 and Article 15, Paragraph 1)

Breakdown	Total amount paid by the Guest	
	Accommodation Charge at the time of reservation confirmation	Accommodation Tax
	Room Charge + Service Charge (Room Charge x 13%) + (Breakfast Fee) + Consumption Tax	

\*If tax laws are revised, the revised provisions shall apply.

### Attached Table 2

#### Penalty Charges (Related to Article 8, Paragraph 2)

Date of notification of contract cancellation	No-show	On the day	Day before	2 days before
Up to 9 people	100%	100%	100%	0%

• % is the ratio of the penalty charge to the accommodation charge at the time of reservation confirmation.

- If the number of contract days is shortened, a penalty charge for one day (the first day) will be collected regardless of the number of shortened days.
- For group Guests (10 people or more), a separate notice will be provided regarding the penalty charge if the Accommodation Contract is canceled.

# TERMS OF USE

At Hotel Metropolitan Oimachi Tracks, we have established the following Terms of Use based on Article 13 of the Accommodation Terms and Conditions, to ensure all Guests have a safe and comfortable stay and to maintain the public nature of the facility.

Please be advised that we may refuse your use of the Hotel if you fail to comply with these Terms.

## Scope of Application

These Terms apply to all users of the areas managed by this Hotel, including the accommodation facilities, restaurant, rooftop bar, lounge, self-cloak, gym, etc. (hereinafter collectively referred to as "Hotel Facilities").

## Use of Guest Rooms

The number of Guests per room is limited to the number declared at the time of reservation and the maximum capacity of the guest room (2 persons, 3 persons for corner rooms). Use exceeding the capacity is not permitted.

Overnight stays or entry into guest rooms by persons other than those registered for accommodation are not permitted.

For Guests under the age of 18 staying alone, we may request the submission of a consent form from a parent or guardian.

Please refrain from using the Hotel premises (lobby, restaurant, etc.) in indoor wear such as pajamas or slippers.

For security purposes, the handover of food deliveries must take place at the 5F Lobby Lounge.

Please be sure to return the guest room card key and key holder to the Front Desk upon departure. A reissuance fee may be charged if they are lost.

The Accommodation Contract with this Hotel does not create any leasehold or residency rights under any laws, including the Land and House Lease Act. Furthermore, the only certificate that can be issued is a "Certificate of Accommodation," and we do not issue "Certificate of Residency".

## **Guest Room Cleaning and Environmental Considerations**

As part of our environmental preservation efforts, the Hotel is committed to reducing CO<sub>2</sub>, saving water, and conserving energy.

In principle, guest room cleaning during a stay will be performed once a day between 10:00 a.m. and 2:00 p.m.. Please note that cleaning will not be performed for a single night stay.

In principle, the replacement of sheets, towels, and amenities will be done during cleaning. If you do not require a sheet change during consecutive stays, please place the "No Sheet Change Required" magnetic sheet on the outside of the door. If you do not require guest room cleaning, please place the "No Cleaning Required" magnetic sheet on the outside of the door.

From a hygiene perspective, cleaning will be performed at least once every three days.

We have introduced a guest room management system that uses motion sensors, so air conditioning and lighting will automatically turn off when you go out.

## **Use of In-Hotel Facilities**

Please pay the charges for the in-hotel restaurant and rooftop bar at each respective venue. Charges cannot be combined with the accommodation fee (room charge). Please note that the restaurant and rooftop bar do not support JR Hotel Members points or JRE points.

The restaurant and rooftop bar may be unavailable due to being fully occupied or temporary closures.

When using in-house facilities such as the fitness gym, please comply with the terms of use for each facility.

## **Payment of Accommodation Charges**

Payment is accepted by cash, credit card, and some electronic money and QR code payment methods. However, traveler's checks are not accepted.

If a receipt is required, please request it at the time of payment or check-out.

## **Disaster Prevention, Crime Prevention, and Safety**

Please check the evacuation route map and evacuation exits posted on the guest room door in advance. In the event of a disaster such as a fire or earthquake, please follow the in-house announcements and staff instructions for evacuation.

If you have a visitor, please verify their identity through the door viewer, etc., and if you feel suspicious, contact the Front Desk immediately.

For fire prevention, please refrain from bringing in or using cooking appliances, heating appliances, etc., other than the electric kettle installed in the guest room.

If you are not feeling well, please consult with the nearest Hotel staff or the Front Desk.

If you notice any suspicious persons or objects in the Hotel Facilities, please notify the nearest staff member or the Front Desk.

Please do not enter restricted areas such as emergency stairs, machine rooms, or staff areas.

For safety management and facility preservation, Hotel staff will periodically inspect guest rooms during your stay. Please be aware in advance that even if a Guest has posted a "Do Not Disturb" sign, staff may enter the room to conduct inspections in emergencies or when contact cannot be established.

For the safety management of the facilities, please be aware that security controls and surveillance cameras have been installed in some areas of the Hotel Facilities, such as entrances and elevators.

## **Non-Smoking Policy**

All guest rooms and the interior of the Hotel are non-smoking (including electronic cigarettes and heat-not-burn tobacco). Please use the smoking room on the 5th floor for smoking.

## **Handling of Deposited Articles**

Cash, valuables, artwork, antiques, etc., cannot be accepted at the Front Cloak or Self-Cloak. Please use the safety deposit box in the guest room. We are not responsible for loss or theft.

The Front Cloak and Self-Cloak storage is limited to the same day. If the deadline is exceeded, the Hotel will collect the items and dispose of them after a maximum storage period of one month.

When using the Self-Cloak, please be sure to check and agree to the posted Terms of Use.

## **Lost and Found**

If any items are left behind, the Hotel will store them and await contact from the Guest.

When an inquiry about a lost item is made, the item will be returned after confirming the identity of the owner.

If there is no contact and one month has passed since the discovery, the lost item will be disposed of.

Please note that food, beverages, tobacco, magazines, used cloth products, and broken bags will be disposed of on the day following their discovery.

Furthermore, even if instructions for collection have been given, the item will be disposed of if it is not collected within one year.

Cash and valuables will be stored for a certain period and then reported to the competent police station as lost property.

## **Prohibited Actions**

If any of the following actions are recognized in the Hotel Facilities, we will immediately refuse use and require the person to leave. Even after a reservation has been confirmed or during use, if such facts are discovered, all use will be refused from that point onward, and no refund or compensation will be provided. Please note that we may report or consult with relevant organizations to prevent trouble.

## **Customer Harassment**

Among claims and conduct from Guests, the following cases may be deemed Customer Harassment, and we may refuse to respond to them.

When the content of the demand is not considered valid.

When the means or attitude for realizing the demand is judged to be socially inappropriate.

Furthermore, if malicious conduct is recognized, we will take strict action after consulting with appropriate organizations such as the police or a lawyer.

## **Use by JR Hotel Members**

If a JR Hotel Member is found to have violated these Terms, their membership status may be revoked and their future use may be refused in accordance with the Membership Terms and Conditions.

## **Miscellaneous**

We decline any tips or gratuities to our employees.

If you damage, impair, lose, or stain the Hotel's facilities, furniture, fixtures, equipment, or other items due to reasons other than force majeure, you will be required to compensate for the equivalent amount.

The Hotel shall not be liable for accidents not attributable to the Hotel, injuries caused by the Guest's negligence, or injuries caused by unkept animals or plants in the Hotel Facilities.



There may be cases where the Hotel Facilities cannot be used due to unforeseen circumstances such as damages caused by natural disasters, large-scale system failures, the spread of infectious diseases, facility malfunctions, or other unavoidable reasons, including orders or instructions from the national or local government.

These Terms are prepared in Japanese and English, but in the event of any inconsistency or discrepancy between the two texts, the Japanese text shall always prevail in all respects. Furthermore, any disputes arising in connection with these Terms shall be resolved in a Japanese court having jurisdiction over the location of the Hotel, in accordance with Japanese law.

The Hotel may change or revise these Terms without prior notice.