

HOTEL METROPOLITAN OIMACHI TRACKS TOKYO
Terms and Conditions of Accommodation

(Scope of Application)

Article 1. Contracts for accommodation and related agreements (including contracts for day use, etc., hereinafter referred to collectively as “Accommodation”, “Accommodation Contracts”) to be entered into between this Hotel and the Guest (refers to all guests using a guest room at the hotel) to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided herein shall be governed by laws and regulations (“laws and regulations,” or those based on laws and regulations. The same shall apply hereinafter) and/or generally accepted practices.

2. In the case when the Hotel has entered into a special contract with the Guest in so far as such special contract does not violate laws and regulations and generally accepted practices the special contract shall take precedence over the provisions of these Terms and Conditions, notwithstanding the preceding Paragraph.。

(Application for Accommodation Contract)

Article 2. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:

- (1) Name of the Guest(s).
- (2) Date of accommodation and estimated time of arrival.
- (3) Accommodation charges (based in principle on the (i) Basic Accommodation Charge, (ii) Service charge, and (iii) Consumption tax listed in the Attached Table No. 1).
- (4) Other particulars deemed necessary by the Hotel.

2. If Guests request to extend their stay, during their stay, beyond the date in subparagraph (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

(Conclusion of Accommodation Contracts, etc.)

Article 3. A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that the Hotel has not accepted the application.

2. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit set by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay by the date specified by the Hotel.

3. The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, secondly for cancellation charges under Article 6 and thirdly for reparations under Article 18 as applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 12.

4. If the Guest fails to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in

the case where the Guest is thus informed by the Hotel when the period of Payment of the deposit is specified.

(Special Contracts Requiring No Accommodation Deposit)

Article 4. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.

2. In the case when the Hotel has not requested payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as though the Hotel has accepted a special contract prescribed in the preceding Paragraph.

(Request for cooperation in infection control measures at facilities)

Article 5. The Hotel may request cooperation from the person who intends to stay at the hotel in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

(Refusal of Accommodation Contracts)

Article 6. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that the Hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

(1) When the application for accommodation does not conform with the provisions of these Terms and Conditions.

(2) When the Hotel is fully booked and there is no vacancy.

(3) When the Guest seeking accommodation is deemed liable to conduct himself/herself in a manner that will violate laws or act against the public order or good morals in regard to his/her accommodation.

(4) When the person who intends to stay at this hotel is deemed to fall under any of the following items (a) through (c).

(a) Organized Crime Groups as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991) (hereinafter referred to as "Organized Crime Groups"), members of organized crime groups as defined in Article 2, Item 6 of the same article (hereinafter referred to as "Members of Organized Crime Groups"), associate members of organized crime groups or persons related to organized crime groups, or other antisocial groups.

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- (b) When the person is an organized crime group or a corporation or other organization whose business activities are controlled by an organized crime group or a member of an organized crime group.
- (c) When the person is a corporation whose officers fall under Members of Organized Crime Groups.
- (5) When the person is behaving in such a manner as to be an annoyance to other guests.
- (6) When a person who intends to stay at this hotel is a patient, etc. of a specified infectious disease as defined in Article 4 -2, paragraph 1, item 2 of the Hotel Business Act (hereinafter referred to as "patient, etc. of specified infectious disease").
- (7) When the Guest seeking accommodation has made violent demands of, or carried out violent acts against, the Hotel or its employees, or has requested the Hotel to assume an unreasonable burden. (Excluding cases where the person seeking accommodation requests the removal of social barriers pursuant to the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act (Act No. 65 of 2013. Hereinafter referred to as the "Act on Elimination of Discrimination against Persons with Disabilities") on Promotion of Elimination of Discrimination on the Basis of Disability.).
- (8) When the person who intends to stay in the Hotel has repeatedly made a request to the Hotel as specified in Article 5 -6 of the Enforcement Regulations of the Hotel Business Act as a request whose burden is excessive in its implementation and which may seriously impede the provision of accommodation-related services to other guests.
- (9) When the person who intends to stay at this hotel has committed an act of assault, injury, intimidation, extortion, intimidating unreasonable demands, or any other act similar thereto.
- (10) When the person who intends to stay at this hotel has committed an act of customer harassment.
- (11) When minors stay alone without the permission of their guardians.
- (12) When the Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes.
- (13) When the case falls under the provisions of the Hotel Business Law Enforcement Ordinance or other regulations established by the local government in the area where the Hotel is located.

(Explanation of refusal to conclude a contract of accommodation)

Article 7. The person who intends to stay may request the Hotel to explain the reasons for its refusal to enter into a contract of accommodation in accordance with the preceding article.

(Right to Cancel Accommodation Contracts by the Guest)

Article 8. The Guest is entitled to cancel the Accommodation Contract by notifying the Hotel.

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2.If the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Hotel has requested payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before payment), the Guest shall pay cancellation charges as listed in the Attached Table No. 2. However, in the case when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of payment of cancellation charges in case of cancellation by the Guest.

3.If the Guest does not appear by 8pm. of the accommodation date (without advance notice hours after the expected time of arrival if the Hotel is notified), the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contract by the Hotel)

Article 9. The Hotel may cancel the Accommodation Contract under any of the following circumstances. However, this paragraph does not mean that this hotel may refuse accommodation in cases other than those listed in Article 5 of the Hotel Business Act.

(1) When the Guest is deemed liable for conduct and/or has conducted himself/herself in a manner that will violate laws or act against the public order and good morals in regard to his/her accommodation.

(2) When it is recognized that the Guest falls under any of the following items (a) through (c).

(a) When the Guest is a crime group, a member of a crime group, a quasi-constituent of a crime group, or a person related to a crime group, or any other antisocial group.

(b) When the Guest is a juridical person or other organization whose business activities are controlled by a crime group or a member of a crime group.

(c) When the person is a corporation whose officers fall under Members of Organized Crime Groups.

(3) When the Guest is behaving in such a manner as to be an annoyance to other guests.

(4) When the Guest is a patient, etc. of specified infectious disease.

(5) When the Guest who intends to stay at the accommodation commits a violent demand act or asks for a burden exceeding a reasonable range with regard to the accommodation (except when the guest requests the removal of social barriers as provided in Article 7, paragraph 2 or Article 8, paragraph 2 of the Act on Elimination of Discrimination against Persons with Disabilities).

(6) When the Guest repeatedly makes a request to this hotel that is so burdensome in its implementation that it may seriously impede the provision of accommodation-related services to other guests, as specified in the Article 5 -6 of the Enforcement Regulations of the Hotel Business Act.

(7) When minors stay alone without the consent of their guardians, or when it is found that minors are staying alone.

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- (8) When the Guest has committed an act of assault, injury, intimidation, extortion, intimidating unreasonable demands, or any other act similar thereto.
 - (9) When the Guest has committed an act of customer harassment.
 - (10) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure.
 - (11) When the case falls under the provisions of the Hotel Business Law Enforcement Ordinance or other regulations established by the local government in the area where the Hotel is located.
 - (12) When the Guest smokes in a non-smoking area.
 - (13) When the Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities, or otherwise breaches Hotel Regulations stipulated by the Hotel.
2. If the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel may exempt the Guest from charges for any accommodation services, etc., not yet received.

(Explanation of Cancellation of Accommodation Contract)

Article 10. In the event that the Hotel cancels the accommodation contract in accordance with the preceding article, the Guest may request an explanation of the reasons for such cancellation.

(Registration)

Article 11. The Guest shall register the following particulars the Front Desk of the Hotel on the day of accommodation:

- (1) Name, address, and contact information of the Guest(s).
- (2) Nationality and passport number for foreigners who do not have a domicile in Japan.
- (3) Departure date.
- (4) Other particulars deemed necessary by the Hotel.

2. In the case the Guest is a foreigner who does not have a domicile in Japan, the Guest shall present their passport and allow the Hotel to make a copy thereof, etc.

3. In the case the Guest intends to make payment for the charges in accordance with Article 15 by any means other than Japanese currency, such as coupons, credit cards, code payment, or electronic money, etc., the Guest shall present them in advance at the time of registration in accordance with the preceding paragraph.

(Occupancy Hours of Guest Rooms)

Article 12. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 p.m. to 11:00 a.m. of the next day. However, in the case the Guest is accommodated continuously, the Guest may occupy the room all day long, except for the days of arrival and departure. Guests may be asked to wait until after 3 p.m. to occupy the contracted guest room in cases such as guest room maintenance, etc.

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2. The Hotel may, notwithstanding the provisions stipulated in the preceding paragraph, permit the Guest to use the room outside the hours specified in the same paragraph. In such cases, the Hotel shall apply the prescribed extra charge. Please note that the extra charge will vary depending on room type and length of extension. However, the Hotel may be unable to accommodate such a request in certain situations, such as when the Hotel is fully booked and there is no vacancy.

3. The Hotel may change the hours of occupancy of Paragraph 1 for unavoidable reasons. In such case, the Hotel will notify the Guest in an appropriate manner.

(Observance of Hotel Regulations)

Article 13. The Guest shall observe the Hotel Regulations established by the Hotel. Hotel Regulations are posted within the premises of the Hotel.

(Business Hours)

Article 14. The business hours of the main facilities, etc. of the Hotel shall be notified in notices displayed in the Hotel premises, in guest rooms and others. These hours are subject to temporary changes due to unavoidable causes of the Hotel. In such a case, the Guest shall be informed by appropriate means.

(Payment of Accommodation Charges)

Article 15. The explanation of accommodation charges, etc. that the Guest shall pay is as listed in the attached Table No. 1.

2. Accommodation charges, etc., as stated in the preceding Paragraph shall be paid at the Front Desk at the time of the Guest's departure or upon request by the Hotel in Japanese currency, or by other means approved by the Hotel in lieu of Japanese currency, such as coupons, credit cards, code payment, electronic money, etc. However, this shall not apply if special circumstances occur.

3. Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him/her by the Hotel.

(Liabilities of the Hotel)

Article 16. The Hotel shall compensate the Guest for damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases where such damage has been caused due to reasons for which the Hotel is not liable.

2. The Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.

(Handling when Unable to Provide Contracted Rooms)

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Article 17. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.

2. When arrangement of other accommodation cannot be made, notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel will not compensate the Guest.

(Handling of Deposited Articles)

Article 18. The Hotel shall compensate the Guest for damages when loss, breakage, or other damage occurs to goods deposited at the front desk by the Guest, except in the case when such damage is caused by force majeure. However, the maximum amount of compensation shall be 150,000 yen, except in the case of intent or gross negligence on the part of the Hotel.

2. The Hotel shall compensate the Guest for damages when loss, breakage or other damage is caused to the goods, cash or valuables brought onto the premises of the Hotel by the Guest, only in the case when the damage is caused through intent or negligence on the part of the Hotel. However, the maximum amount of compensation shall be 150,000 yen, except in the case of intent or gross negligence on the part of the Hotel.

3. The front desk does not keep cash or valuables. Please use the safe in the guest room.

(Custody of Baggage and/or Belongings of Guest)

Article 19. When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to store it only in the case when such a request has been accepted by the Hotel prior to his/her arrival, and shall hand the baggage to the Guest upon check-in at the front desk.

2. When the Guest requests the Hotel to keep his/her baggage or personal effects for a certain period of time upon check-out, the Hotel will keep it responsibly only when the Hotel agrees to do so. However, the Hotel does not keep cash or valuables.

3. If the Guest leaves behind baggage or belongings after checking out, in principle, the Hotel will wait for the Guest to make an inquiry to ask for his/her instructions. If the Guest does not make an inquiry or provide instructions, the Hotel will discard the baggage or belongings after 30 days from detection (the day following the day of detection in the case of food, beverages, cigarettes, magazines, damaged bags, etc.). Baggage or personal effects that have been notified or instructed by the owner but are not collected by the due date shall be kept for 90 days from the date of notification or instruction.

4. The Hotel's liability in regards to the custody of the Guest's baggage and belongings in the case of the preceding three Paragraphs shall be in accordance with the provisions of Paragraph 1 of the Preceding Article in the case of Paragraph 1 and Paragraph 2. In the

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case of the preceding Paragraph, the Hotel shall not assume any liability except in the case of intent or gross negligence on the part of the Hotel.

(Liability of the Guest)

Article 20. The Guest shall compensate the Hotel for damage caused through intent or negligence on part of the Guest.

(Use of Wi-Fi and Other Networks)

Article 21. The Hotel may provide the use of Wi-Fi or other networks for the convenience of the Guest. The Guest shall use the network at their own risk. The Hotel does not guarantee the transmission speed, transmission quality, security, etc. In addition, the Hotel may suspend, stop or restrict the provision of the service for maintenance, repair, etc., of the network without prior notice.

(Governing law)

Article 22. Any and all disputes arising under these Terms and Conditions will be resolved in accordance with Japanese law in the Japanese court with jurisdiction over the location of the Hotel.

(Governing language)

Article 23. These Terms and Conditions have been provided in both Japanese and other languages (English, traditional Chinese, simplified Chinese and Korean). If there is any discrepancy between the Japanese version and a version in another language, the Japanese version will take precedence.

(Changes to Terms and Conditions)

Article 24. If any of the following occur, the Hotel may change these Terms and Conditions by posting the changed content and the date any such changes will come into effect on the Hotel website. Further, when necessary, the Hotel may use other appropriate means to notify Guests, etc.

(1) When changes are in the general interest of Guests.

(2) When changes do not contravene the objective of transactions related to these Terms and Conditions, and when said changes are reasonable based on their necessity, the suitability of content following the changes and any other circumstances related to the changes.

Attached Table No. 1

Calculation Method for Accommodation Charges (Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 15)

Contents

Total amount payable by the Guest

Accommodation Charge

- (i) Basic Accommodation Charge (Room charge (or Room charge including breakfast and other food and beverage expenses and other additional charges associated with the accommodation plan))
- (ii) Service charge ((i) x 13%)
- (iii) Consumption tax
- (iv) Accommodation tax (imposed by local government)

Food and beverages charge

- (v) Food and beverages (Excluding those included in (i))
- (vi) Service charge ((v) x 13%)
- (vii) Consumption tax

Other

- (viii) Other charges incidental to accommodation
- (ix) Consumption tax

Remarks:

1. Accommodation charge at the time of confirmation of reservation in Attached Table No. 2 is the total of (i) Basic room charge, (ii) Service charge and (iii) Consumption tax above.
2. The accommodation tax and consumption tax mentioned above shall be in accordance with the revised provisions of the tax laws and ordinances when they are revised.
3. Accommodation tax and consumption tax shall be subject to tax-exclusive method.

Attached Table No. 2 Cancellation Charge for Hotel (Ref. Paragraph 2 of Article 8)

Date when cancellation of contract is noticed

Contracted number of Guests Up to 7 people

No show 100%, on the day 100%, 1 day prior to accommodation day 100%

Group (8 or more contracted guests)

No show 100%, on the day 100%, 1 day prior to accommodation day 100%, 2 to 7 days prior to accommodation 100%, from 8 days to 14 days prior to accommodation 50%, from 15 days to 30 days prior to accommodation 30%

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Remarks:

1. The cancellation charge will be calculated from the day when we receive the notice of cancellation of the contract from the Guest.
2. % is the percentage of the room charge when the reservation is confirmed based on Attached Table No.1.
3. The cancellation charge may vary depending on the reservation route and accommodation plan. For details, please refer to the reservation site/travel agency's policy or contact the Hotel.
4. When the number of days contracted is shortened, the cancellation charge for the first day of the cancelled period shall be paid by Guest regardless of the number of days shortened.

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Hotel Rules and Regulations

At HOTEL METROPOLITAN OIMACHI TRACKS, the following Rules and Regulations have been established pursuant to Article 13 of the Accommodation Terms and Conditions to ensure that all guests can enjoy a safe and comfortable stay and to maintain the proper public nature of the hotel facilities.

Please be advised that failure to comply with these Rules and Regulations may result in refusal of accommodation or use of the hotel's facilities.

1. Scope of Application

These Rules and Regulations apply to all persons using areas of the hotel's accommodation facilities, restaurants, rooftop bar, lounge, self-service cloakroom, gym, and other facilities managed by the hotel (hereinafter collectively referred to as the "Hotel Facilities").

2. Fire Prevention and Emergency Safety

- The use of heating or cooking appliances, irons brought into the hotel, or any other equipment that may cause a fire is prohibited in guest rooms.
- All guest rooms and indoor areas of the hotel are strictly non-smoking, including electronic cigarettes and heated tobacco products. Please use the designated smoking room on the 5th floor.
- Smoking is strictly prohibited in areas where smoking may cause a fire, including on or in beds, as well as in all non-smoking areas.
- Mobile batteries (portable power banks) must only be used in locations where you can continuously monitor their condition.
- In particular, do not use or charge mobile batteries in the following circumstances:
 1. When you are absent from the guest room, such as when leaving the hotel.
 2. In direct sunlight.
 3. On flammable materials such as beds or sheets.
 4. If the mobile battery is damaged, swollen, or overheating.
- Please refrain from any other acts that may cause a fire.

3. Prohibited Items

The following items may not be brought into the Hotel Facilities:

1. Animals or birds (pets), except assistance dogs such as guide dogs, service dogs, and hearing assistance dogs.
2. Items that emit an excessively strong or offensive odor.
3. Explosives, volatile oils, or other items that are highly flammable or easily ignited.
4. Firearms, swords, or other weapons that have not been lawfully handled or registered as required by law.

4. Prohibited Conduct

Gambling, acts that disturb public order or morals, and any behavior or conduct that may cause inconvenience or disturbance to other guests are prohibited within the hotel.

5. Visitors and Unregistered Guests

Visitors may not be brought into guest rooms. Accommodation by anyone other than the registered guest(s) is not permitted.

6. Guests Under 18 Years of Age

Guests under 18 years of age may not stay at the hotel without the permission of a parent or legal guardian.

7. Use of Guest Rooms and Lobby

Guest rooms and the lobby may only be used for the purpose of accommodation.

Guest rooms and the lobby may not be used as offices, business premises, exhibition spaces, locations for commercial video or photography shoots, or for any other purpose unrelated to accommodation.

8. Items Displayed Near Windows

Please do not display or place any items near windows that may adversely affect the appearance or exterior of the hotel.

9. Distribution of Advertising Materials

The distribution of advertisements, promotional materials, or other printed materials to other guests within the hotel is prohibited.

10. Storage of Laundry and Lost Property

Unless otherwise specified, laundry entrusted to the hotel and lost property will be kept for 90 days after the guest's departure.

11. Valuable and Delicate Items

The hotel cannot accept works of art, antiques, or similar valuable or delicate items for safekeeping.

12. Cash and Valuables

Please store cash, valuables, and other important personal belongings in the safe provided in your guest room during your stay.

13. Use of Hotel Facilities and Property

Please observe the following rules regarding hotel facilities, equipment, and property:

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1. Do not use them for purposes other than their intended use.
2. Do not remove them from the hotel premises.
3. Do not move, alter, modify, or process them without authorization.

14. Additional Charges

Additional charges, separate from the accommodation fee, may be imposed in the following circumstances:

1. If hotel facilities, equipment, furnishings, or other hotel property are damaged or stolen.
2. If extraordinary cleaning beyond the hotel's normal cleaning procedures is required due to food or beverage stains, vomit, blood, bodily fluids, or other contamination caused by a guest.
3. If smoking is found to have occurred outside the hotel's designated smoking area, cleaning charges and the hotel's standard room rate for the period during which the room cannot be sold may be charged.

15. Emergency Evacuation

For your safety in the event of an emergency, please familiarize yourself in advance with the "Evacuation Route Map" posted on the inside of your guest room door and the emergency exits located on each floor.

16. Provision of Medication

Please be advised that, pursuant to the Pharmaceuticals and Medical Devices Act of Japan, the hotel is prohibited from providing medication to guests.

17. Restricted Areas

Except in an emergency or when otherwise unavoidable, please do not enter areas designated for hotel employees, emergency stairways, the rooftop, mechanical rooms, or other restricted areas.

18. Immediate Refusal of Use of Hotel Facilities

In the following circumstances, the hotel will immediately refuse accommodation or use of its facilities. In cases deemed particularly serious or malicious, the hotel may consult with the police, attorneys, or other appropriate authorities and take appropriate and strict action.

1. When violence, threats, extortion, intimidating or unreasonable demands, similar acts, or any form of customer harassment toward hotel staff or the hotel is identified.
2. When a guest is unable to ensure their own safety due to impaired mental or physical condition, loss of self-control caused by medication, alcohol

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consumption, or other circumstances, or when the hotel determines that the guest may pose a danger or cause fear or anxiety to other guests.

3. When a guest engages in loud or disruptive behavior, singing loudly, excessive noise, or other conduct that causes discomfort, disturbance, or inconvenience to others, or engages in gambling or any other conduct contrary to public order and morals.
4. When the hotel determines that a guest has engaged in any other inappropriate conduct.

If you notice any suspicious person or suspicious object on the premises, please immediately contact the Front Desk.