

Scope of Application

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

Application for an Accommodation Contract

- 1 The Guest who intends to apply to our Ryokan for an Accommodation Contract will be required to provide our Ryokan with the following particulars:
- (1)Name(s) of Guest(s)to be registered.
- (2) Date(s) scheduled for overnight stay and estimated time of arrival.
- (3)Accommodation charges (in principle, based on the basic accommodation charges in Table 1). (4)Other matters deemed necessary by the Ryokan.
- 2 In the case that the Guest has requested, during his/her stay, an extension of an overnight staybeyond the date described in the preceding Paragraph (2)above, our Ryokan shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in timewhen the said request has been made.

Conclusion, etc. of the Accommodation Contract

- 1 The Accommodation Contract shall be considered to have been concluded at the time when our Ryokan has accepted the application described in the preceding Article, unless our Ryokan has certified that our Ryokan has not accepted the said application.
- 2 When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our Ryokan shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge for 3 days in cases where the period $\,$ scheduled for overnight stay exceeds 3 days.
- 3 The Application Money shall first be applied to the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 18 have arisen, to penalty and then to compensation money in this order. If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 12.
- 1 In the case that the Application Money described in Paragraph 2 of this Article has not been paidby the date set by us as stipulated in the same Paragraph, the Accommodation Contract $\,$ shall become invalid, but limited only to the case where our Ryokan has notified the Guest to that effect at thetime when prescribing the day due for payment of the Application Money.

Special Contract

Requiring Non-Payment of the Application Money

- 1 Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Ryokan accept a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.
- 2 When accepting an application for an Accommodation Contract, in the case that our Ryokan fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and/or in the case that it fails to prescribe the due date for payment of the said Application Money, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

Request for Cooperation

in Infection Prevention Measures at the Facility

1 The Ryokan may request cooperation from those wishing to stay, in accordance with the provisions of Article 4-2, Paragraph 2 of the Ryokan Business Act (Act No. 138 of 1948).

Refusal of the Conclusion of the Accommodation Contract

- 1 The Ryokan may refuse to enter into an Accommodation Contract in the following situations. However, this does not mean that the Ryokan will refuse accommodation in any cases other than those specified in Article 5 of the Ryokan Business Act :
- (1) When application for accommodation is not based on this Contract.
- (2) When there is no room available due to full occupancy.
- (3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
- (4) When the Guest seeking accommodation is considered to be corresponding to the following (a) to (c). (a) An organized crime group as defined in Article 2, Paragraph 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter referred to as "organized crime group"), and an organized crime group member as defined in Article 2, Paragraph 6 of the same law (hereinafter referred to as "organized crime group member"), a quasi-member of an organized crime group, or any other antisocial force related to an organized crime group. (b) When gang group or gang members are associates of corporations or other bodies to controlbusiness activities.(c) When a corporate body has related persons to gang members.
- (5) When the guest seeking accommodation behaves extremely in a mischievous way against
- (6) When the person wishing to stay is a patient of a specific infectious disease, as defined in Article 4-2, Paragraph 2, Item 2 of the Ryokan Business Act (hereinafter referred to as "patient with a specific infectious disease").
- (7) When violent demands are made in relation to accommodation or an unreasonable burden beyond a reasonable scope is requested (excluding cases where the person wishing to stay requests the removal of social barriers under 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
- (8) When the person wishing to stay repeatedly makes requests to the Ryokan as specified in Article 5-6 of the Enforcement Regulations of the Ryokan Business Act, which impose an excessive burden and are likely to significantly hinder the provision of accommodation $% \left(1\right) =\left(1\right) \left(1\right) \left$ services to other guests.
- (9) When the provision of Article Yamagata of the Ordinance (No.5) issued by Prefecture is applicable. (10) When the case falls under the provisions of Article 5 of the Yamagata Prefecture Ryokan Business Act Enforcement Ordinance

Explanation of Refusal to Conclude an Accommodation Contract

1 A person wishing to stay may request an explanation from the Ryokan if the Ryokan refuses to conclude an accommodation contract based on the preceding article.

Article6

The Guest's Right to Cancel the Contract

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

The Right of Our Ryokan to Cancel the Contract

- 1 The Ryokan may cancel the accommodation contract in the following cases. However, this does not imply that the Ryokan may refuse accommodation in any cases other than those specified in Article 5 of the Ryokan Business Act:
- (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.
- (2) When the Guest is clearly considered to be corresponding to the following (a) to (c).(a) An $\,$ organized crime group, an organized crime group member, a quasi-member of an organized crime group, or any other antisocial forces related to an organized crime group. (b) When a corporate body or other organization where gang groups or gang members control business activities.(c) In a corporate body which has persons relevant to gang member in its board
- (3) When a guest engages in behavior that causes significant inconvenience to other guests.
- (4) When a guest is a patient of a specific infectious disease.
- (5) When violent demands are made in relation to accommodation or an unreasonable burden beyond a reasonable scope is requested (excluding cases where the guest requests the removal of social barriers under the provisions of Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act on the Elimination of Discrimination against Persons with Disabilities).
- (6) When a guest repeatedly makes requests to the Ryokan as specified in Article 5-6 of the Enforcement Regulations of the Ryokan Business Act, which impose an excessive burden and are likely to significantly hinder the provision of accommodation services to other guests.
- (7) When the provision of Article Yamagata of the Ordinance (No. 5) issued by Prefecture is applicable.
- (8) When the case falls under the provisions of Article 5 of the Yamagata Prefecture Ryokan Business Act Enforcement Ordinance
- (9) Smoking in the bedroom, tampering with fire safety equipment, and failure to comply with other prohibited actions specified in the hotel's regulations (limited to those necessary for fire prevention).
- 2 In cases where our Ryokan has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yetbeen offered to the Guest shall not be receivable.

Explanation of

Cancellation of Accommodation Contract

1 A guest may request an explanation from the Ryokan if the Ryokan cancels the accommodation contract based on the preceding article.

Article8 Registration of Accommodation

- 1 The Guest will be required to register the following particulars at the front desk of our
- (1) The guest's name, address, and contact information.
- (2) For foreign guests without a residence in Japan, nationality and passport number (copy of passport).
- (3) Other matters deemed necessary by the Ryokan.
- 2 In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., he/she will be required to show them at the time of registration described in the preceding

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Time Allowed for Use of the Guest room

- 1 The time allowed for the Guest to use the guest room of our Ryokan shall be from 3 p.m. till 10a.m. of the following morning, except when the Guest stays for more than one night insuccession, in which case the Guest may use the guest room all day except the day of arrival
- 2 Notwithstanding the provisions of the preceding paragraph, the Ryokan may agree to the use of a guest room outside the specified hours. In this case, an additional charge of 1,100 yen per hour for standard rooms (Main Building, West Building) and 2,200 yen per hour for special rooms (Annex) will be applied per guest.
- 3 The available time for use under Article 9, Paragraph 1 will be prioritized based on the chosen plan and the conditions of the guest room
- 4 However, depending on the reservation schedule of other guests, there may be time restrictions or the inability to accommodate the request.

Article10 Compliance of the Rules of Use of the Ryokan

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

Article11

Business Hours

1 The operating hours of the Ryokan's main facilities and other facilities will be provided in the brochure, notices at various locations, and information available in the guest rooms. Guest will be notified by proper means.

Payment of Charges

- 1 The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached Schedule I.
- Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Ryokan, such as traveler's check, accommodation coupon, credit card, etc., at the front desk at the time when the Guest departs from our Ryokan or is charged by our Ryokan.
- 3 In the case that the Guest has not stayed at our Ryokan at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

Article13 Responsibility of Our Ryokan

- 1 In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.
- 2 The Ryokan is insured under a liability insurance policy for ryokan establishments to address potential risks such as fire.

Handling In Case the **Guest Room Contracted Is Not Available**

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

Handling of Checked Articles, etc.

- 1 In the event that items, cash, or valuables entrusted to the front desk by the guest are lost, damaged, or otherwise harmed, the Ryokan will compensate for the damage, except in cases of force majeure. However, for cash and valuables, if the Ryokan requests the guest to declare their type and value and the guest fails to do so, the Ryokan will compensate for the damage up to a limit of 300,000 yen.
- 2 In the event that items, cash, or valuables brought into the Ryokan by the guest, which were not entrusted to the front desk, are lost, damaged, or otherwise harmed due to the Ryokan's intentional act or negligence, the Ryokan will compensate for the damage. However, for items for which the guest has not declared the type and value in advance, the Ryokan will compensate for the damage up to a limit of 150,000 yen, except in cases of intentional acts or gross negligence on the part of the Ryokan.

Custody of the Baggage or Personal Belongings of the Guest

- 1 When the baggage of the Guest has arrived at our Ryokan prior to his/her arrival, our Ryokan will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the front desk.
- 2 In the case that the baggage or personal belongings of the Guest are found misplaced after he/shehas checked out, our Ryokan shall ask the owner of such items for his/her instructions when the owner has been identified. However, when there are no instructions from the owner

- or the owner has not been identified, our Ryokan shall keep them for 7 days including the day when they have been found, and shall deliver them to a police station near our Ryokan after lapse of 7 days
- 3 The responsibility of our Ryokan regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provision of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the preceding Article, Paragraph 2, in the case of the preceding Paragraph. 16.02.

Responsibility for Parking

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

Responsibility of the Guest

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

Breakdown of accommodation charges, etc.

(Related to Article 2, Paragraph 1 and Article 12, Paragraph 1)

Charges to be Paid by the Guest	Breakdown					
Accommodation charge	① Basic accommodation charge (Room charge plus meal & beverage charge such as for breakfast) ② Service charge (①×10%)Same accommodation charges as adults					
Additional charges	③ Additional meals (food and beverages other than breakfast and dinner) and other usage charges ④ Service charge (③×10%)					
Tax	A.5% consumption tax B.150 yen hot bathing tax (for bathing areas only)					
Other	Bathing Fee					

- (1) The basic accommodation charge is based on the rate table provided at the front desk or in the
- guest room.

 (2) Child rates apply to elementary school students and younger, as outlined in Separate Table 1-2. However, please note that some accommodation plans may have different conditions, so we recommend confirming in advance.

Table 1-2 Breakdown of children's charges

Age	Breakdown
Junior high school students and above	Same accommodation charges as adults
Elementary school students in grade 3 and above	Meals and bedding similar to those provided to adults will be offered, at 70% of the adult rate
Elementary school students, 1st and 2nd grade, and preschool children (From age 2 to preschool age)	When providing a children's menu meal and bedding, the charge will be 50% of the adult rate
preschool children(1)	When only bedding is provided, the charge will be 3,850 yen (including tax)
preschool children(2)	When neither meals nor bedding are provided, a facility usage fee of 2,200 yen (including tax) will be charged

Table 2 | Penalty (concerning Article 6-2) for Ryokans

	The date the notice of contract cancellation was received													
	mber of persons breach of contract	No Show	Accommo dation Date	1 day before	2 days before	3 days before	5 days before	6 to 7 days before	8 to 14 days before	15 to 30 days before				
Number of applicants	from 1 to 14	100%	100%	50%	30%	30%	-	-	_	-				
	From 15 to 30	100%	100%	50%	30%	30%	30%	_	_	_				
	From 31 to 100	100%	100%	80%	50%	30%	30%	30%	10%	_				
	101 or more	100%	100%	80%	50%	50%	30%	30%	15%	10%				

- (1) The percentage above shows the percentage of the Penalty against the Basic Accommodation
- (2) If the contract duration is shortened, regardless of the number of days shortened, a cancellation fee for one day (the first day) will be charged
- (3) In the case that the Accommodation Contract has been cancelled for a part of the Group (consisting of 15 members or more), the Penalty charged shall be for the number of the Group members equal to 10% (a fraction to be evened up) of the total number of the Group members booked for accommodation as of 10 days prior to the first day of occupancy (or the day when the Accommodation Contract has been accepted in less than 10 days prior to the first day of occupancy).
- (4) Cancellation fees differ during busy periods such as the year-end and New Year holidays, Golden Week, and Obon. For details, please check by phone or refer to each plan.