## Tokyo Bay Maihama Hotel — Accommodation Agreement

## Article 1 Scope of Application

- The accommodation contract and related contracts entered between our hotel (herein referred to as "the hotel") and guests shall be governed by the provisions of this agreement, and any matters not provided for in this agreement shall be governed by laws and regulations (hereinafter referred to as "laws and regulations") or generally established customs.
- 2. If and when the hotel agrees to a special contract that does not violate laws, regulations, or customs, that special contract shall take precedence over the provisions of the preceding paragraph.

## Article 2 Application for Accommodation Contract

- 1. Persons wishing to apply for an accommodation contract with the hotel must provide the following information:
  - (1) Name of Guest
  - (2) Date of stay and expected arrival time
  - (3) Accommodation fee (Based on the accommodation fees listed in Schedule 1)
  - (4) Any other matters deemed necessary by our hotel
- If a guest requests to extend their stay beyond the accommodation dates specified in the preceding item during their stay, the hotel will process this request as if a new application for accommodation contract has been made at the time that such a request is made.

## Article 3 Establishment of Accommodation Contract

- 1. The accommodation contract shall be established when the hotel accepts the application as per the preceding article. However, this shall not apply if and when the hotel proves that the application has not been accepted.
- 2. If and when the accommodation contract is established in accordance with the provisions of the preceding paragraph, payment for the application fee shall be required as set by our hotel, up to the basic accommodation fee for the duration the stay, by the date specified by the hotel.
- 3. The application fee shall first be applied towards the accommodation fee that the guest ultimately owes. In the event that circumstances arise necessitating the application of Article 6 and Articles 18, it shall be applied

- in the order of penalty charges and then compensation fees, with any remaining balance refunded according to the provisions of Article 12 regarding payment of fees.
- 4. If the application fee specified in the second paragraph is not paid by the date designated by our hotel according to the provisions of that paragraph, the accommodation contract shall lose effect. However, the hotel shall only specify the payment deadline for the application fee after notifying the guest of such.

# Article 4 Special Agreement where No Application Fee is Required

- 1. Notwithstanding the provisions of the preceding article's paragraph 2, the hotel may, after the establishment of the contract, agree to a special contract that waives the payment of the application fee specified in that paragraph.
- 2. If and when the hotel accepts the application for an accommodation contract without requesting payment of the application fee specified in the preceding article's paragraph 2, or without specifying a payment deadline for such application fee, it shall be treated as the special contract in the preceding paragraph has been agreed upon.
- Article 4-2 Request for Cooperation in Infection Prevention Measures at the Facility
  The hotel may request cooperation from individuals intending to stay, in
  accordance with Article 4-2, Paragraph 1 of the Ryokan Business Act (Act
  No.138 of 1948).

### Article 5 Refusal to Enter into Accommodation Contract

The hotel may refuse to enter into an accommodation contract in the following situations, provided that it does not violate Article 5 of the Ryokan Business Act:

- (1) If and when the application for accommodation does not comply with this agreement.
- (2) If and when there is no availability of rooms due to full occupancy.
- (3) If and when it is recognized that the individual intending to stay may engage in acts related to accommodation that violate legal provisions, public order, or good morals.
- (4) If and when it is recognized that the individual intending to stay falls under

the following criteria (A through C):

A: Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), Article 2, Item 2 defines "organized crime group" (hereinafter referred to as "organized crime group"), and Article 2, Item 6 defines "organized crime group member" (hereinafter referred to as "organized crime group member"), quasi-member of organized crime groups, or other antisocial forces

- B: Associated with a corporation or any other organization which is controlled by an organized crime group or organized crime group member C: Associated with a corporation where among its officers there are individuals who fall under the category of organized crime group members
- (5) If and when an individual intending to stay becomes heavily intoxicated or behaves in a significantly disruptive manner that causes considerable disturbance to other guests.
- (6) If and when an individual intending to stay is infected with or is a carrier of specified infectious diseases as defined in Article 4-2, Paragraph 1, Item 2 of the Ryokan Business Act (hereinafter referred to as "patients with designated infectious diseases").
- (7) If and when an individual intending to stay engages in acts of violence, threats, extortion, or intimidating unreasonable demands towards the accommodation facility or its staff (employees), or is recognized to have engaged in such behavior in the past. (Excluding cases where individuals intending to stay request the removal of social barriers under Article 8, Paragraph 2 of the Act on Promotion of Elimination of Discrimination against Persons with Disabilities (Act No. 65 of 2013), hereinafter referred to as the "Act on Elimination of Disability Discrimination.")
- (8) If and when an individual intending to stay repeatedly makes requests to our hotel that fall under those defined in Article 5-6 of the Enforcement Regulations of the Ryokan Business Act, where the burden associated with their implementation is excessive and may significantly hinder the provision of accommodation services to other guests.
- (9) If and when the hotel is unable to accommodate due to natural disasters, facility malfunctions, or other unavoidable circumstances.
- (10) If and when there are circumstances where accommodation can be refused in accordance with provisions of various laws, ordinances, or prefectural regulations.

## Article 5-2 Explanation of Refusal to Enter into Accommodation Contract

An individual intending to stay can request an explanation from the hotel if and when we refuse to enter into an accommodation contract based on the preceding article.

### Article 6 Right to Terminate Accommodation Contract

- 1. Guests may request to terminate the accommodation contract with the hotel.
- 2. If a guest terminates all or part of the accommodation contract due to reasons attributable to them, except in cases where the hotel has specified a payment deadline for the application fee under Article 3, Paragraph 2, and demanded payment, but the guest terminates the accommodation contract before making such payment, our hotel will charge a penalty fee as specified in Schedule 2. However, in situations where our hotel has agreed to a special contract under Article 4, Paragraph 1, the obligation to pay a penalty fee when the guest terminates the accommodation contract may be limited to cases where our hotel has notified the guest of such upon agreeing to such special contract.
- 3. The hotel may consider the accommodation contract terminated by the guest if they do not arrive by 8:00 PM on the day of their scheduled stay (or two hours after the specified arrival time if provided in advance) without prior notice.

## Article 7 Right to Terminate Contract by Our Hotel

- 1. The hotel may terminate the accommodation contract in the following cases, provided that it does not violate Article 5 of the Ryokan Business Act:
  - (1) When it is recognized or confirmed that the guest may engage in or has engaged in acts related to accommodation that violate legal provisions, public order, or good morals.
  - (2) When it is recognized that the guest falls under the following criteria (A through C)
    - A: Organized crime groups, organized crime group members, quasimembers of organized crime groups, or associates of organized crime groups and other antisocial forces
    - B: Associated with a corporation or any other organization is controlled

- by an organized crime group or organized crime group member.
- C: Associated with an organization where among the officers are individuals who qualify as members of organized crime groups.
- (3) When it is recognized that a guest is heavily intoxicated or behaving in a significantly disruptive manner that may disturb other guests, or has engaged in behavior that significantly disturbs other guests.
- (4) When a guest is infected with or is a carrier of specific infectious diseases.
- (5) When a guest engages in acts of violence, threats, extortion, or intimidating unreasonable demands towards the accommodation facility or its staff (employees), or is recognized to have engaged in similar behavior in the past. (Excluding cases where the guest requests the removal of social barriers under Article 8, Paragraph 2 of the Act on Promotion of Elimination of Discrimination against Persons with Disabilities.)
- (6) When a guest repeatedly makes requests to the hotel that qualify under Article 5-6 of the Enforcement Regulations of the Ryokan Business Act as demanding burdens that are excessive and significantly hinder the provision of accommodation services to other guests.
- (7) When and if unable to accommodate due to reasons arising from natural disasters or other force majeure events.
- (8) When the guest does not comply with the rules and regulations set by the hotel.
- (9) When the guest does not comply with the prohibitions stipulated in the hotel's rules and regulations, such as smoking in bedrooms, tampering with firefighting equipment, or other prohibited acts necessary for fire prevention purposes.
- (10) When it is applicable to refuse accommodation based on provisions stipulated by various laws, prefectural ordinances, etc.
- 2. When the hotel terminates the accommodation contract based on the provisions of the preceding clause, fees for accommodation services or other services not yet provided to the guest will not be charged.

## Article 7-2 Explanation of Accommodation Contract Termination

Guests have the right to request an explanation from the hotel if the accommodation contract is terminated based on the preceding clause.

## Article 8 Registration for Accommodation

- 1. On the day of accommodation, guests are required to register the following details at the hotel front desk:
  - (1) The guest's name, address, and contact information
  - (2) For foreign nationals without an address in Japan, their nationality and passport number are required
  - (3) Any other details deemed necessary by the hotel
- 2. When a guest intends to make payment for the charges under Article 12 using methods such as accommodation vouchers or credit cards, they are required to present these documents during the registration process mentioned in the preceding clause.

# Article 9 Hours of Guest Room Usage

- 1. The time during which guests can use the hotel room is from 3:00 p.m. o'clock on the day of check-in until 12:00 p.m. o'clock on the following day. However, in the case of consecutive stays, guests can use the room for the entire day, excluding the arrival and departure days.
- 2. The hotel may accommodate requests for room usage outside the hours specified in the preceding clause. In such cases, additional charges as listed below may apply:
  - (1) Up to 3 hours overtime, the charge will be 30%
  - (2) Up to 6 hours overtime, the charge will be 50%
  - (3) For more than 6 hours of overtime, the charge will be 100% of the room rate

### Article 10 Compliance with Rules and Regulations

Guests are required to adhere to the hotel's rules and regulations posted within the hotel premises.

### Article 11 Business Hours

- 1. The business hours for the main facilities of the hotel are Information is provided via in-room television.
- 2. The times stated in the previous section may be temporarily changed if and when it is deemed necessary. In such cases, information will be provided through appropriate means.

## Article 12 Payment of Fees

- 1. The breakdown and calculation method of accommodation fees and related charges to be paid by guests shall be as listed in Appendix 1.
- 2. The payment of the accommodation charges and other fees mentioned in the preceding clause shall be made by currency or any other method approved by the hotel, such as accommodation vouchers or credit cards, at the front desk upon the guest's arrival or when requested by the hotel.
- 3. Even if the guest chooses not to stay, the hotel may charge the accommodation fee for rooms the hotel has prepared and made available for use by the guest.

## Article 13 Responsibilities of the Hotel

- If and when the hotel brings about damages to the guest due to the performance or non-performance of the accommodation contract and related contracts, the hotel shall compensate for such damages. However, this does not apply if damages are not due to the actions or inactions of the hotel.
- 2. The hotel is insured under innkeeper's liability insurance to address unforeseen events such as fires.

### Article 14 Procedures when the Contracted Guest Room Cannot be Provided

- 1. If and when the hotel is unable to provide the contracted room to the guest, the hotel will seek the guest's consent to arrange alternative accommodation under the same conditions, to the extent possible.
- 2. The hotel, notwithstanding the provisions of the preceding clause, shall compensate the guest with a penalty fee equivalent amount if unable to arrange alternative accommodation at another lodging facility. This compensation fee will be deducted from any damages awarded. However, no compensation fee will be paid if the hotel is not at fault for the inability to provide the room.

## Article 15 Handling of Checked Items

 If a guest's checked items, cash, or valuables entrusted to the front desk are lost, damaged, or otherwise compromised, the hotel will compensate for such damages unless this is the result of circumstances beyond their control. However, concerning cash and valuables, if the hotel has requested the guest to declare their type and value, and the guest fails to

- do so, the hotel will only compensate for the damages up to a limit of 150,000 yen.
- 2. When a guest brings items or cash and valuables into the hotel premises without checking them at the front desk, and these items are lost, damaged, or otherwise affected due to the intentional or negligent actions of the hotel, the hotel will compensate for damages. However, for items that were not declared in terms of their type and value beforehand by the guest, the hotel will only compensate damages up to 150,000 yen, except in cases where the hotel is intentionally or grossly negligent.

## Article 16 Storage of Luggage and Parcels Belonging to Guests

- 1. If a guest's luggage arrives at the hotel prior to their stay, we will store it responsibly only if the hotel has been informed beforehand, and we will deliver it to the guest upon check-in at the front desk.
- 2. After a guest has checked out, if any personal belongings or items are left behind at the hotel, the hotel will wait for contact from the owner and request their instructions. However, if there are no instructions from the owner or if the owner cannot be identified, the hotel will keep the items for 7 days including the day of discovery, and then deliver them to the nearest police station. Furthermore, food and beverages will be disposed of on the day of discovery.
- 3. The hotel's responsibility for the storage of guests' luggage or belongings in the cases described in the preceding two clauses shall be governed by the provisions of the preceding clause in the first case and by the provisions of the second clause of the preceding article in the second case.

## Article 17 Liability for Parking

When a guest parks their vehicle within the hotel premises, including the parking lot, the hotel is only providing the space and does not assume responsibility for managing the vehicle, regardless of whether the vehicle keys are entrusted to the hotel or not. However, if damage is caused due to the hotel's intentional actions or negligence while managing the parking area, the hotel will be liable for compensation.

# Article 18 Guest Responsibility

If the hotel suffers damage due to the intentional actions or negligence of

a guest, the guest shall compensate the hotel for said damages. In addition, the hotel will claim business compensation for the loss incurred from being unable to use the room while any necessary repairs take place.

### Article 19 Disclaimer

When using computer communications within the hotel, guests shall do so at their own risk. If the service is interrupted due to system failures or other reasons while using computer communications, the hotel shall not be held responsible for any resulting damages incurred by the user. Furthermore, if the use of computer communications involves actions deemed inappropriate by the hotel and causes damage to the hotel or third parties, the user shall make compensations for such damages.

# Article 20 Changes to the Accommodation Terms and Conditions

- 1. The hotel may change the accommodation terms and conditions at its discretion under the following circumstances.
  - (1) When changes to the accommodation terms and conditions are deemed to be in the general interest of the guests.
  - (2) When changes to the accommodation terms and conditions do not contradict the purpose of the contract, and are deemed necessary, reasonable in their content after the change, and are otherwise rational in light of the circumstances surrounding the change.
- 2. The hotel, regarding changes to the accommodation terms and conditions as per the preceding clause, will post on the hotel's website the intention to modify the accommodation terms and conditions, the details of the modified terms and conditions, and their effective date, at least 30 days prior to the effective date of the modified accommodation terms and conditions.
- 3. If a customer uses the hotel after the effective date of the modified accommodation terms and conditions, it shall be deemed that the customer has agreed to the changes in the accommodation terms and conditions.

### Article 21 Language and Governing Law

1. These terms and conditions are prepared in both Japanese and English. In the event of any inconsistency or discrepancy between the two versions, the Japanese text shall take precedence in all respects. 2. Any and all disputes arising from these terms and conditions shall be resolved in accordance with Japanese law, by the courts of Japan having jurisdiction over the location of the hotel.

Revised on September 2, 2024

Hulic Hotel Management Co., Ltd.

Tokyo Bay Maihama Hotel

Appendix 1
Methods for Calculating Accommodation Charges (refer to Article 2, Paragraph 1;
Article 3, Paragraph 2; Article 12, Paragraph 1)

Contents						
Total Amount to be paid by the Guest	Accommodation Rates					
	①Basic Accommodation Rates (Room Charge) ②Service charge (①×10%)					
	Extra Charges					
	③Meals & Drinks and Other Expenses ④Service charge (③×10%)					
	Tax					
	⑤Consumption tax  *Those Charges are subject to change based on revisions on the Tax Laws concerned.					

Appendix 2
Penalty Fee (refer to Article 6, Paragraph 2)

		Date When Cancellation of Contract is Notified						
Contracted Number of Guests		No Show	1 Day prior	2 Days prior	7 Days prior	14 Days prior	20 Days prior	30 Days
Individual	1 to 14	100%	100%	50%				
Group	15 to 99	100%	100%	50%	20%	10%		
	100 and more	100%	100%	80%	60%	40%	20%	10%

### Remarks:

- 1. The percentages signify the rate of cancellation charge of the Basic Accommodation Charge.
- 2. When the number of days contracted is shortened, cancellation charge for the first day shall be paid by the Guest regardless of the number of days shortened.
- 3. When part of a group booking (for 15 persons or more) is cancelled, a cancellation charge is not made for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to the occupancy (When booking is accepted less than 10 days prior to the occupancy, that date is the basis for the calculation.) with fractions counted as a whole number.
- 4. If there is the individual cancellation policy in an accommodation package plan, it will be given priority.

## Tokyo Bay Maihama Hotel — Rules and Regulations

(reference to Accommodation Agreement Article 10)

At Tokyo Bay Maihama Hotel, we have established the following rules and regulations pursuant to Article 10 of the Accommodation Agreement to ensure that guests have a safe and comfortable stay. We kindly ask for your cooperation. If you are unable to comply with the following rules, your hotel stay or use of the hotel facilities may be refused in accordance with Article 7 of the Accommodation Agreement. In addition, in the event of an accident, you may be held responsible for any damages incurred. We kindly ask for your special attention to this matter.

## Matters to be observed for fire safety and security

- 1. Please do not bring or use any heating, cooking appliances, candles, or other fire-related items into the guest rooms or corridors without the hotel's permission.
- 2. Smoking is not permitted inside the hotel. Smoking is prohibited except in the designated areas.
- 3. Please refrain from any other actions that could start a fire.
- 4. The hotel is equipped with an automatic locking system, but please make sure to confirm that the door is locked when you leave your room during your stay.
- 5. During your stay, especially when sleeping, please be sure to secure the door latch from the inside. If you have a visitor, do not carelessly open the door. If you suspect the person is suspicious, please contact the front desk immediately.
- 6. Please refrain from meeting visitors in your room.

# Handling of valuables and items in safekeeping

- 1. During your stay, please use the safe provided in your room to store cash and valuables. The hotel cannot be held responsible for any loss, damage, or theft of cash or valuables if you do not use the safe. Please note that we cannot accept works of art, antiques, or similar items for safekeeping.
- 2. As a general rule, lost or forgotten items will be kept at the hotel until instructions from the owner are received. If a claim is made by the rightful owner, the items will be returned according to their instructions. However, the cost of returning the lost items will be borne by the person requesting the return. If we do not receive any instructions, the lost items will be handled in accordance with relevant laws and guidelines. Any forgotten or lost items will be turned over to the nearest police station within seven days, including the day they were found.

However, food and beverages will be disposed of on the day of discovery.

### **Payment**

 Payment for your stay should be made in cash or by any other method approved by the hotel, such as accommodation vouchers or credit cards. Please make payment each time you receive a bill from the hotel. When using the hotel's restaurants, spa, or other facilities by signing your name, please be sure to present your room key.

### Actions to be avoided

- 1. Please do not bring items into the hotel that may disturb other guests.
  - (1) Animals or birds (pets), except for assistance dogs.
  - (2) Items that emit a significant odor or loud noises.
  - (3) Flammable items such as explosives or volatile oils.
  - (4) Firearms, swords, or drugs prohibited by law.
- 2. Please do not engage in gambling, behavior that disrupts public order or security, or any actions that may disturb other guests in the hotel.
- 3. Non-registered guests are not permitted to use the guest rooms.
- 4. Please do not use the guest rooms for purposes other than lodging, such as business activities, without the hotel's permission.
- 5. Please do not distribute advertisements or promotional materials, or sell items in the hotel or on the premises without the hotel's permission.
- Please do not take photographs or videos for commercial purposes or in a manner that may disturb other guests in the hotel or on the premises without the hotel's permission.
- 7. Please do not use the hotel's facilities or equipment for purposes other than their intended use or outside their designated areas.
- 8. Please do not display items on the windows that may detract from the appearance of the hotel.
- 9. Please do not order or bring food and beverages from outside the hotel.
- 10. Please refrain from leaving your room in nightwear, slippers, or similar attire.

## Tokyo Bay Maihama Hotel —Information regarding emergencies

This is to inform you of the necessary information in preparation for emergencies such as disasters. At Tokyo Bay Maihama Hotel, for the safety of our guests, we always maintain an emergency management system of the highest level, but to be prepared for anything that might occur, we ask for your cooperation in reading through this information.

## When you reach your room

- 1. Please check for the emergency exit nearest to your room. We have affixed a map to the inner side of your room door.
- 2. We prepared penlights under the desk in case of a power outage. Please check where it is located.

#### If a fire breaks out

- If you discover a fire, please do not approach the source of the fire and contact
  a nearby member of the staff or the front desk immediately.
  Please notify those around you as well. Please also contact us if there is a
  possibility of a fire as well, such as the appearance of smoke or an odor.
- 2. In the event of a fire, we will notify guests through an emergency broadcast in the hotel. Our staff will guide you to a safe place, so please stay calm and evacuate.
- 3. When evacuating, please cover your mouth and nose with a cloth, etc., stay low, and evacuate without panicking.
- 4. When evacuating, please use the emergency staircase instead of the elevator. If you require assistance, please contact the staff.
- 5. If it is difficult to see due to smoke, etc., please use the penlight in your room.
- 6. After evacuating, it is extremely dangerous to return to the hotel, so please refrain from doing so.

## If an earthquake occurs

- 1. Tokyo Bay Maihama Hotel has been built to withstand earthquakes.
- 2. If an earthquake occurs, please stay away from windows, get under a table, etc. and protect your head and body until the shaking stops.
- 3. If evacuation is necessary, we will notify guests through the hotel's emergency broadcast and the hotel staff will guide you, so please evacuate without

- panicking.
- 4. When evacuating, please protect your head from falling objects and avoid areas where the risk of falling is present and areas with glass as much as possible.
- 5. There might be falling objects or broken pieces of glass on the ground, so please evacuate with your shoes, not slippers.
- 6. If you cannot see the ground due to a power outage, etc., please use the penlight in your room.
- 7. The elevator is dangerous, so please do not use it and use the emergency staircase instead. If you require assistance, please contact the staff.
- 8. After evacuating, it is extremely dangerous to return to the hotel, so please refrain from doing so.

# If a typhoon approaches or directly hits the hotel

- 1. Please do not open the windows in your room for safety reasons.
- 2. If a power outage occurs, please do not panic and wait for instructions from the staff.

### If you are unwell

- 1. If you are feeling unwell, please contact a nearby member of the staff or the front desk. Thermometers and ice pillows are available.
- 2. If you have vomited, please contact a nearby member of the staff or the front desk. Our staff will come to clean it up.
- 3. If you require a diagnosis at a hospital or an ambulance, please contact a nearby member of the staff or the front desk.

## If you find a suspicious item

1. If you discover a suspicious item in the hotel, for your own safety, please do not approach or touch it and instead contact a nearby member of the staff or the front desk.

If there is anything else, please approach a nearby member of the staff.