

**MONTBELL NARA GOJYO GUEST HOUSE**  
**TERMS AND CONDITIONS FOR ACCOMMODATION**

**[Scope of Application]**

**Article 1.**

1. An accommodation agreement (an “**Accommodation Agreement**”) and related agreements entered into by and between Montbell Nara Gojyo Guest House (the “**Guest House**”) and the guest to be accommodated at the Guest House (the “**Guest**”) shall be subject to these Terms and Conditions for Accommodation (these “**Terms and Conditions**”). Any matter not stipulated in these Terms and Conditions shall be governed by applicable laws and regulations and/or generally established practices.
2. Notwithstanding the preceding Paragraph, if the Guest House agrees to execute a special agreement with the Guest without conflicting with any law, regulation or practice, such special agreement shall take precedence over the provisions of these Terms and Conditions.

**[Application for Accommodation Agreement]**

**Article 2.**

1. A Guest who intends to apply for an Accommodation Agreement with the Guest House shall notify the Guest House of the following matters:
  - (1) Name, gender, date of birth, address and telephone number of the Guest;
  - (2) Accommodation date(s) and scheduled time of arrival;
  - (3) Accommodation fee (which shall, in principle, be based on Table 1 “Breakdown of Basic Accommodation Fees” and Table 2 “Basic Accommodation Fees (including tax)”); and
  - (4) Other matters deemed necessary by the Guest House.
2. If, during his/her stay, the Guest requests to extend his/her stay beyond the accommodation date(s) specified in Item (2) of the preceding Paragraph, the Guest House shall handle such request pursuant to the provisions of these Terms and Conditions as a new application for the Accommodation Agreement made at the time of such request.

**[Execution, Etc. of Accommodation Agreement]**

**Article 3.**

1. An Accommodation Agreement shall be executed when the Guest House accepts the application stipulated in the immediately preceding Article; provided, however, that this shall not apply if the Guest House does not accept such application.
2. If an Accommodation Agreement is executed in accordance with the provision of the preceding Paragraph, the Guest shall pay, by the date designated by the Guest House, a deposit fixed by the Guest House which shall not exceed the amount of the basic accommodation fee for the

Guest's entire period of stay (which shall be for three (3) days if the period of stay exceeds three (3) days).

3. The deposit shall first be applied to the accommodation fee ultimately payable by the Guest, and if a situation arises in which Article 6 and/or Article 18 becomes applicable, then the same shall be applied in the order of cancellation fee and damages, and the remainder, if any, shall be refunded at the time of payment of the fees as set forth in Article 12.
4. If the Guest fails to pay the deposit stipulated in Paragraph 2 of this Article by the date designated by the Guest House as set forth in such Paragraph, the Accommodation Agreement shall become void; provided, however, that this shall apply only when the Guest House notifies the Guest to that effect at the time of designating the payment due date for the deposit.

#### **[Special Agreement Waiving Payment of Deposit]**

##### **Article 4.**

1. Notwithstanding the provisions of Paragraph 2 of the immediately preceding Article, the Guest House may agree to execute a special agreement with the Guest under which the Guest is not required to pay the deposit stipulated in such Paragraph after the Accommodation Agreement is executed.
2. If the Guest House fails to request payment of the deposit stipulated in Paragraph 2 of the immediately preceding Article and/or fails to designate a payment due date for the deposit at the time of accepting the application for an Accommodation Agreement, the Guest House shall be deemed to have agreed to execute the special agreement prescribed in the preceding Paragraph.

#### **[Refusal to Enter into Accommodation Agreement]**

##### **Article 5.**

The Guest House may refuse to execute an Accommodation Agreement if:

- (1) The application for accommodation does not comply with these Terms and Conditions;
- (2) There is no guest room available due to full occupancy;
- (3) The Guest seeking accommodation is deemed likely to act in violation of the laws and regulations, or the public order or good morals, in relation to his/her accommodation;
- (4) The Guest seeking accommodation falls under or belongs to:
  - (a) An organized crime group as provided under Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (an “**Organized Crime Group**”), an Organized Crime Group member as provided under Article 2, Item 6 of the said Act (an “**Organized Crime Group Member**”), a quasi-member of an Organized Crime Group, a person affiliated with an Organized Crime Group or any other anti-social force;

- (b) An entity or any other group whose business activities are controlled by an Organized Crime Group or an Organized Crime Group Member; or
  - (c) An entity with an officer who is an Organized Crime Group Member.
- (5) The Guest seeking accommodation behaves in a way that causes significant trouble to other guests;
  - (6) The Guest seeking accommodation is deemed to be carrying an infectious disease;
  - (7) The Guest engages in violent acts of demand or requests the Guest House to bear a burden beyond a reasonable extent, in relation to the Guest's accommodation;
  - (8) The Guest House is unable to provide accommodation due to natural calamities, facility failure and/or other unavoidable causes;
  - (9) Article 4 of the Ordinance for Enforcement of Inns and Hotels Act of Nara Prefecture (Nara-ken Ryokangyoho Shiko Jyorei) applies (Article 5, Item 3 of the Inns and Hotels Act); or
  - (10) The Guest seeking accommodation has conducted any act that falls under Item (3), (5) and/or (7) of this Article, at any time in the past.

**[Guest's Right to Cancel Accommodation Agreement]**

**Article 6.**

- 1. The Guest may cancel an Accommodation Agreement by notifying the Guest House.
- 2. If the Guest cancels an Accommodation Agreement in whole or in part due to a reason attributable to the Guest (except where the Guest House requests that the Guest pay a deposit by designating a payment due date therefor as set forth in Article 3, Paragraph 2 and the Guest cancels the Accommodation Agreement before making such payment), the Guest House shall charge the Guest a cancellation fee as set forth in Table No.3; provided, however, that if the Guest House has agreed to execute a special agreement as set forth in Article 4, Paragraph 1, the same shall apply only when the Guest House has notified the Guest, at the time it agreed to execute the special agreement, of the obligation to pay a cancellation fee if the Guest cancels the Accommodation Agreement.
- 3. If the Guest does not appear by 11 : 00 p.m. on the date of arrival (or 2hours after the scheduled time of arrival if the Guest House is notified thereof in advance) without any notice, the relevant Accommodation Agreement may be considered to have been cancelled by the Guest and may be handled accordingly. The Guest shall not raise any objection with respect to how the Accommodation Agreement is handled by the Guest House under this Paragraph.

**[Guest House's Right to Cancel Accommodation Agreement]**

**Article 7.**

- 1. The Guest House may cancel an Accommodation Agreement if:

- (1) The Guest is deemed likely to act or deemed to have acted in violation of the laws and regulations, or the public order or good morals, in relation to his/her accommodation;
  - (2) The Guest falls under or belongs to:
    - (a) An Organized Crime Group, an Organized Crime Group Member, a quasi-member of an Organized Crime Group, a person affiliated with an Organized Crime Group or any other anti-social force;
    - (b) An entity or any other group whose business activities are controlled by an Organized Crime Group or an Organized Crime Group Member; or
    - (c) An entity with an officer who is an Organized Crime Group Member.
  - (3) The Guest behaves in a way that causes significant trouble to other guests;
  - (4) The Guest is deemed to be carrying an infectious disease;
  - (5) The Guest engages in violent acts of demand or requests the Guest House to bear a burden beyond a reasonable extent, in relation to the Guest's accommodation;
  - (6) The Guest House is unable to provide accommodation for a reason attributable to force majeure, such as natural calamities;
  - (7) Article 4 of the Ordinance for Enforcement of Inns and Hotels Act of Nara Prefecture (Nara-ken Ryokangyoho Shiko Jyorei) applies (Article 5, Item 3 of the Inns and Hotels Act); or
  - (8) The Guest fails to comply with the matters prohibited under the Usage Rules stipulated by the Guest House (which shall be limited to those that are necessary to prevent fire), such as smoking in bed or vandalizing fire-fighting facilities.
2. If the Guest House cancels an Accommodation Agreement pursuant to the provisions of the preceding Paragraph, the Guest House shall not charge the Guest for any accommodation services, etc. which the Guest has not yet received.

#### **[Registration for Accommodation]**

##### **Article 8.**

The Guest shall be required to register the following matters at the front desk of the Guest House on the day of arrival:

- (1) Name, age, gender, address and occupation of the Guest;
- (2) For non-Japanese Guests: nationality, passport number, and point and date of entry into Japan;
- (3) Date and scheduled time of departure; and
- (4) Other matters deemed necessary by the Guest House.

#### **[Guest Room Availability]**

##### **Article 9.**

1. The Guest may use the guest room of the Guest House from 3:00 p.m. to 10:00 a.m. of the following day; provided, however, that if the Guest is staying at the Guest House for more than one night in a row, the guest room is available all day, except for the days of arrival and departure.
2. Notwithstanding the provisions of the preceding Paragraph, the Guest House may allow the Guest to use the guest room outside of the hours prescribed therein. In such case, the Guest shall be charged the following extra fee (any fractions to be rounded down):
  - (1) Less than three (3) extra hours: 1/3 of the basic accommodation fee;
  - (2) Less than six (6) extra hours: 2/3 of the basic accommodation fee; and
  - (3) Six (6) or more extra hours: Full basic accommodation fee (after six (6) extra hours, the full basic accommodation fee shall be charged per twenty-four (24) extra hours of use).

**[Compliance with Usage Rules]**

**Article 10.**

In the Guest House, the Guest shall comply with the Usage Rules established by and posted inside the Guest House.

**[Business Hours]**

**Article 11.**

1. The business hours of the main facilities, etc. of the Guest House are as follows, and the detailed business hours of other facilities, etc. shall be given in complimentary brochures, notices posted inside the Guest House and service directories in each guest room, etc.
  - (1) Opening hours of the front desk and cashier's desk, etc.:
    - (a) Closing time: 10:00 p.m.
    - (b) Front desk: 7:00 a.m. to 9:00 p.m.
  - (2) Restaurants, etc. (facilities) opening hours:
    - (a) Breakfast: 7:30 a.m. to 8:30 a.m.
    - (b) Dinner: 6:00 p.m. to 8:00 p.m.
    - (c) Other restaurants, etc.: 9:00 a.m. to 7:00 p.m.
  - (3) Opening hours of other supplementary service facilities:
    - (a) Communal bathroom: 6:00 p.m. to 10:00 p.m.  
(In the morning, showers only will be available from 6:00 a.m. to 9:00 a.m.)
    - (b) Conversation room: 7:30 a.m. to 10:00 p.m.
    - (c) Room with self cooking facilities: 7:30 a.m. to 10:00 p.m.
    - (d) Conference room for training: 9:00 a.m. to 5:00 p.m.

2. The hours specified in the preceding Paragraph are subject to temporary change due to unavoidable reasons. In such event, the Guest shall be notified by appropriate means.

**[Payment of Fees]**

**Article 12.**

1. The breakdown of the accommodation fees, etc. payable by the Guest is subject to the provisions of Table 1 and Table 2.
2. The payment of the accommodation fees, etc. stated in the preceding Paragraph shall be made in cash or credit card or by other means acceptable to the Guest House at the front desk at the time of the Guest's arrival or upon request by the Guest House.
3. Accommodation fees shall be charged even if the Guest chooses not to stay at the Guest House after the Guest House offers a guest room to the Guest and makes it available for his/her use.

**[Responsibilities of the Guest House]**

**Article 13.**

1. The Guest House shall provide compensation for any damage incurred by the Guest for a reason attributable to the Guest House in the course of performing the Accommodation Agreement or any related agreements.
2. The Guest House is covered by fire insurance and liability insurance in order to deal with fire and other emergencies.

**[Procedures to be Taken When a Reserved Guest Room is Unavailable]**

**Article 14.**

1. If the Guest House is unable to provide a guest room for the Guest as agreed under the Accommodation Agreement, the Guest House shall arrange alternative accommodation having as close to the same conditions as possible, upon mutual consultation with the Guest.
2. Notwithstanding the provision of the preceding Paragraph, if the Guest House is unable to arrange alternative accommodation for the Guest, the Guest House shall pay the Guest a compensation fee equivalent to the basic accommodation fee set forth in Table 3; provided, however, that if the Guest House is unable to provide accommodation for a reason unattributable to the Guest House, the Guest House shall not be required to pay such compensation fee.

**[Handling of Belongings, Etc.]**

**Article 15.**

1. The Guest House does not keep the Guest's belongings, etc. on his/her behalf.

2. The Guest House shall provide compensation for any loss, breakage or other damage caused to items, cash or valuables brought into the Guest House by the Guest; provided, however, that, with respect to any item, cash or valuable for which the Guest failed to declare the type and value in advance, the Guest House shall provide compensation for such damage up to a maximum of 100,000 yen, unless such damage is attributable to the intentional act or gross negligence of the Guest House; provided, however, that this shall not apply in either of the above-stated cases if the damage is attributable to the Guest.
3. Except for the case stipulated in the immediately preceding Paragraph, the Guest House shall not provide compensation with respect to any item, cash or valuable brought into the Guest House by the Guest.

**[Keeping Guest's Baggage and/or Personal Belongings]**

**Article 16.**

1. If the Guest's baggage is delivered to the Guest House before the Guest's arrival, the Guest House shall, but only if the Guest House has accepted to do so before the arrival of the baggage, keep the baggage at its responsibility and hand it over to the Guest when he/she checks-in at the front desk.
2. If the Guest's baggage or personal belongings are left behind after he/she has checked out and the owner thereof is identified, the Guest House shall inform the owner of the left baggage or personal belongings and ask for his/her instructions; provided, however, that if the owner does not give any instruction to the Guest House or the owner is not identified, the Guest House shall keep the left baggage or personal belongings for seven (7) days, including the day on which it is found, whereupon the Guest House shall hand it over to the nearest police station.
3. The responsibility of the Guest House for keeping the Guest's baggage and belongings in the case of Paragraph 1 and 2 of this Article shall be subject to the provisions of Paragraph 2 of the immediately preceding Article.

**[Responsibility for Parking]**

**Article 17.**

The Guest House shall not be responsible for managing the Guest's vehicle when the Guest uses the Guest House's parking as the Guest House is merely offering the space for parking; provided, however, that the Guest House shall be responsible to provide compensation for any damage caused to the Guest's vehicle due to the Guest House's intentional act or negligence in managing the parking lot.

**[Guest's Responsibility]**

**Article 18.**

The Guest shall provide compensation to the Guest House for any damage incurred thereby for a reason attributable to the Guest.

**Table 1. Breakdown of Basic Accommodation Fees**

Total Amount Payable by the Guest		Breakdown
Accommodation Fee	(1)	Basic accommodation fee
Additional Fees	(2)	Food and drink expenses
	(3)	Event registration fee
	(4)	Other usage fees and cost of goods
Tax	(5)	Consumption tax, etc.

Remarks:

1. The basic accommodation fee shall be subject to the fee table shown in Table 3.
2. The fee for pre-school children shall be applied to children under elementary school age. No accommodation fee shall be charged for a child without a bedding set, while the child's fee shall be charged for a child with a bedding set.

**Table 2. Basic Accommodation Fees (including consumption tax)**

	Room Charge	Per Adult	Per Child
Six (6)-tatami-mat Japanese-style room (for three (3) Guests)	3,700	2,100	1,500
Ten (10)-tatami-mat Japanese-style room (for six (6) Guests)	5,500	2,100	1,500
Western-style room with bunk beds (for eight (8) Guests)	7,200	1,300	1,100



**Table 3. Cancellation Fee (please see Article 6, Paragraph 2)**

Day on which Cancellation is Notified	Number of Guests Who Applied for Accommodation	
	1 to 9 Guests	Group (10 or more Guests)
30 to 15 days prior to arrival	-	10%
14 to 7 days prior to arrival	10%	
6 to 2 days prior to arrival	20%	
The day prior to arrival	50%	
The day of arrival, or no show	100%	

**(Usage Rules)**

The Guest House sets forth the following Usage Rules pursuant to Article 10 of the Terms and Conditions for Accommodation to provide all Guests with a safe and comfortable stay. Please make sure to read and comply with these Usage Rules.

Please note that if you (i.e. the “Guest”) do not comply with these Usage Rules, the Guest House may have to refuse your stay at the Guest House.

**[Matters to be Complied with – Fire Prevention]**

1. Please do not bring any combustibles or flammable substances such as explosives or volatile oil (e.g. gasoline) into the Guest House.
2. Please smoke only in the designated areas (i.e. on the left hand side after exiting the main entrance and in the smoking room on the second floor) and refrain from smoking anywhere else.
3. All guest rooms are non-smoking. Please never smoke in bed.
4. Usage of fireworks and lighting bonfires anywhere near the outside of the Guest House are strictly prohibited since a facility designated as a national treasure is located nearby.
5. Any other act that may cause a fire is also strictly prohibited.

**[Matters to be Complied with – Safety Reasons]**

1. Please make sure to lock your door when leaving your guest room during your stay.
2. Please leave your key at the front desk when leaving the Guest House.
3. Please take care of your own valuables. There are lockers for storing valuables in the center of the hallway on the first floor.

4. Please refrain from meeting with visitors in guest rooms. Please use the lobby or the lounge for such purpose.
5. You may not leave the Guest House after 10:00 p.m. The entrance door of the Guest House will be locked from 10:00 p.m. to 6:00 a.m. of the following day. If you attempt to unlock the entrance door without permission, an alarm report will be sent to a security company since the entrance door is equipped with a security system.  
\*Please notify the Guest House staff if you need to leave the Guest House due to an emergency.
6. Please do not enter or cause anyone to enter any area inside the Guest House other than the facilities that are available for use.
7. Please do not leave your personal belongings in the hallways or the lobby, etc.
8. The Guest House does not accept any unaccompanied minors under 20 years old without the specific consent of their parent/guardian.

**[Matters to be Complied with – Maintenance and Management Reasons]**

1. Please refrain from bringing any animals or birds (pets) with you.
2. Please do not bring in anything that gives off strong odors.
3. Please do not bring in any firearms, swords or drugs, etc. that you are not legally permitted to possess.
4. Please do not remove or replace any furnishings inside the Guest House.
5. Please do not let anyone enter the Guest House who has not been registered for accommodation.
6. Please refrain from singing in a loud voice or making any loud noise which may disturb the neighbors. Please also refrain from conducting other acts that may cause annoyance to others.
7. No drinking or eating is allowed in guest rooms. Please use the conversation room for such purpose.
8. Please refrain from taking a bath while you are inebriated.
9. Please always cover the futons (mattresses) with sheets before using them.
10. If you damage, lose or deface the building, furniture, fixtures or any other items of the Guest House due to reasons other than force majeure, the Guest House may ask you to provide compensation for an amount equivalent thereto.

**[Matters to be Complied with – Other]**

1. Please do not gamble or conduct any act that may corrupt public morality inside the Guest House.
2. Please do not cause any trouble to other Guests or the Guest House by using sleeping pills or other drugs.
3. Please do not hand out or post advertisements or sell items, etc. inside the Guest House without

obtaining permission from the Guest House.

4. The Guest House cannot temporarily pay any cost on your behalf for purchasing items, ticket prices, taxi fares, postage stamp prices or delivery charges, etc.
5. If you wish to change the scheduled accommodation date(s), please notify the front clerk in advance. If you wish to extend your accommodation period, please pay for the fees incurred up to that point.
6. If you fall under the definition of an anti-social force, such as being a member of an organized crime group, or any person affiliated therewith, or if you are likely to offend the public order or good morals, the Guest House will cancel the relevant accommodation agreement when such fact is discovered, even after the accommodation agreement has been executed.