

## **Izunuma Lakehill Tenjo**

### **Accommodation Terms and Conditions**

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

1. Accommodation contracts and related agreements concluded between Izunuma Lakehill Tenjo and Izunuma Nosan Co., Ltd. (hereinafter referred to as “the Facility”) and guests shall be governed by the provisions of these Terms and Conditions. Matters not provided for herein shall be governed by applicable laws and regulations or generally established practices.
2. Notwithstanding the provisions of the preceding paragraph, if the Facility agrees to a special contract to the extent that it does not contravene laws or established practices, such special contract shall take precedence.

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

1. A person who intends to apply for an accommodation contract with the Facility shall provide the following information to the Facility.
  - (1) Name, address, telephone number, gender, and nationality of the guest;
  - (2) Date of accommodation and expected time of arrival;
  - (3) Accommodation charges (in principle, based on the Basic Accommodation Charges set forth in Appendix 1);
  - (4) Other matters deemed necessary by the Facility.
2. If a guest requests to extend their stay beyond the accommodation date specified in Item 2 of the preceding paragraph during their stay, the Facility shall treat such request as a new application for an accommodation contract made at the time the request is submitted.

#### **Article 3 (Conclusion of Accommodation Contract and Other Provisions)**

1. The accommodation contract shall be concluded when the Facility accepts the application as described in the preceding article. However, this shall not apply if it is proven that the Facility did not accept the application.
2. When the accommodation contract is concluded in accordance with the provisions of paragraph 1, the guest shall pay the accommodation charges by the date specified by the Facility.
3. If the accommodation charges specified in paragraph 2 are not paid by the date designated by the Facility in accordance with the provisions of the same paragraph, the accommodation contract shall be deemed void. However, this shall only apply if the Facility has notified the guest of the payment due date for the deposit.

#### **Article 4 (Request for Cooperation in Infection Prevention Measures at the Facility)**

1. In accordance with Article 4-2 of the Hotel Business Act, the Facility may request the person seeking accommodation to cooperate in preventing the spread of specific infectious diseases.
2. The person seeking accommodation may not refuse the request for cooperation in the preceding paragraph without a valid reason. If the guest fails to comply with the request for cooperation without a valid reason and later becomes a patient of a specific infectious disease or otherwise falls under the category of a patient, the guest shall bear all costs incurred by the Facility for infection prevention measures, such as disinfection of the Facility, as well as any lost profits due to the Facility being unusable during that period, and any other damages suffered by the Facility.

#### **Article 5 (Refusal to Conclude an Accommodation Contract)**

The Facility may refuse to conclude an accommodation contract in any of the following cases.

1. When the application for accommodation does not comply with these Terms and Conditions.
2. When there is no vacancy due to full occupancy.
3. When it is recognized that the person seeking accommodation may engage in acts that violate laws or regulations, public order, or good morals in connection with the accommodation.
4. When it is recognized that the person seeking accommodation may disturb the peaceful order within the Facility, such as by repeatedly making complaints or demands without reasonable cause.
5. When it is recognized that the person seeking accommodation falls under any of the following categories (i) through (iii).
  - (i) Organized crime groups as defined in Article 2, Item 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 Groups"), members of such groups as defined in Item 6 of the same Article (hereinafter referred to as "Organized Crime Group Members"), quasi-members or affiliates of such groups, or other antisocial forces.
  - (ii) When the entity is a corporation or other organization controlled by an Organized Crime Group or Organized Crime Group Member.
  - (iii) When the corporation has any of its officers who are Organized Crime Group Members.
6. When the person seeking accommodation engages in behavior that significantly disturbs other guests.
7. When the person seeking accommodation is a patient of a specific infectious disease (hereinafter referred to as "specific infectious disease patients") as defined in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act.
8. When a violent demand or act related to accommodation is made.
9. When the person seeking accommodation cannot be accommodated due to natural disasters, Facility malfunctions, staff shortages, or other unavoidable circumstances.
10. When the person seeking accommodation falls under the circumstances specified in Article 5,

Paragraph 1, Item 3 of the Hotel Business Act.

11. When the person who made the accommodation request did so under the pretense of not revealing their commercial intent.
12. When the Facility determines that it must close, either by legal obligation or in practice, due to orders, instructions, or recommendations from government authorities.
13. When the Facility is unable to take the necessary infection prevention measures required by law or in practice, such as those ordered, instructed, or recommended by government authorities, due to a lack of physical or human resources, for guests showing symptoms such as fever or coughing.
14. When the person seeking accommodation falls under the circumstances specified in Article 5 of the Miyagi Prefecture Hotel Business Act Enforcement Ordinance.

#### **Article 6 (Guest's Right to Cancel the Contract)**

1. The guest may cancel the accommodation contract by notifying the Facility.
2. If the guest cancels all or part of the accommodation contract due to reasons attributable to the guest, the Facility will charge a cancellation fee as specified in Appendix 2 (for reservations made through accommodation reservation websites, the cancellation policy of each website shall apply).
3. If the guest does not arrive by 6:00 p.m. on the day of check-in (or, if the expected arrival time has been specified in advance, two hours after that time), and fails to notify the Facility, the Facility may consider the accommodation contract as canceled by the guest and process it accordingly.

#### **Article 7 (The Facility's Right to Cancel the Contract)**

1. The Facility may cancel the accommodation contract in the following circumstances. However, this paragraph does not imply that the Facility may refuse accommodation in cases other than those specified in Article 5 of the Hotel Business Act.
  - (1) When it is recognized that the guest is likely to engage in actions that violate laws, public order, or good morals in relation to their stay, or when it is recognized that the guest has already engaged in such actions.
  - (2) When the guest falls under the provisions of Article 5, Paragraph 1, Item 3 of the Hotel Business Act.
  - (3) When the guest is a patient of a specified infectious disease, etc.
  - (4) When it is recognized that the guest falls under any of the following categories (i) through (iii).
    - (i) An Organized crime groups, organized crime group members, quasi-members or affiliates of such groups, or other antisocial forces.
    - (ii) When the entity is a corporation or other organization controlled by an Organized Crime

Group or Organized Crime Group Member.

- (iii) When the corporation has any of its officers who are Organized Crime Group Members.
  - (5) When the guest engages in behavior that significantly disturbs other guests.
  - (6) When a violent act is committed in connection with the accommodation.
  - (7) When the Facility cannot accommodate the guest due to natural disasters or other events beyond its control.
  - (8) When the guest falls under the circumstances specified in Article 5 of the Miyagi Prefecture Hotel Business Act Enforcement Ordinance.
  - (9) When the guest smokes in a non-smoking room, smokes in bed (including the use of electronic cigarettes and heated tobacco products), tampers with fire prevention equipment, or fails to comply with other prohibited actions specified in the Facility's rules of use.
  - (10) When it is discovered, after the accommodation contract has been concluded, that the circumstances specified in Article 5, Paragraph 11 apply.
  - (11) When the person who made the accommodation reservation fails to promptly comply with the Facility's request based on Article 2, Paragraph 1.
  - (12) When the Facility determines that it must suspend operations by law or in practice due to an order, instruction, or recommendation from a government agency.
  - (13) When the guest has a fever or persistent cough, and the Facility lacks the physical or human resources to implement infection prevention measures required by law or effectively required due to an order, instruction, or recommendation from a government agency.
  - (14) When the guest commits an act in violation of the accommodation contract and fails to correct it despite being requested to do so.
2. When the Facility terminates the accommodation contract based on the provisions of the preceding paragraph, the guest will not be charged for accommodation services or other services that have not yet been provided. However, if the termination is due to the guest's conduct during their stay, charges for services not yet provided may be collected as a cancellation fee.

#### **Article 8 (Registration of Accommodation)**

- 1. On the day of check-in, guests are required to register the following information at the Facility.
  - (1) The guest's full name, age, gender, address, and occupation.
  - (2) For foreign guests, nationality, passport number, port of entry, and date of entry.
  - (3) Departure date and scheduled departure time.
  - (4) Other information deemed necessary by the Facility.
- 2. Foreign guests without an address in Japan are required to present their passport and provide a copy or equivalent.

**Article 9 (Room Usage Hours)**

1. Guests may use the guest rooms of the Facility from 3:00 p.m. on the day of arrival until 10:00 a.m. on the day of departure. However, in the case of consecutive stays, guests may use the rooms all day except on the arrival and departure dates.
2. Notwithstanding the provisions of the preceding paragraph, the Facility may allow guests to use the guest rooms outside the specified hours. In such cases, a fee of 2,000 yen per person will be charged for each one-hour extension. However, this is only applicable if there is no check-in scheduled for the next guest.

**Article 10 (Compliance with Usage Rules)**

1. Guests staying at the Facility shall comply with the rules and regulations established by the Facility and posted within the premises.

**Article 11 (Payment of Charges)**

1. The breakdown of accommodation charges and other fees to be paid by the guest shall be as specified in Appendix 1.
2. Payment of the accommodation charges and other fees mentioned in the preceding paragraph shall be made at the front desk upon the guest's departure or when requested by the Facility, in the currency designated by the Government of Japan or by alternative methods accepted by the Facility, such as accommodation vouchers or credit cards.
3. Even if the guest voluntarily chooses not to stay after the Facility has provided the room and made it available for use, the accommodation charges shall still be charged.

**Article 12 (Responsibility of the Facility)**

1. The Facility shall compensate the guest for any damage incurred in the course of fulfilling the accommodation contract and related agreements, or as a result of failure to fulfill such agreements. However, this shall not apply if the damage was not due to reasons attributable to the Facility.
2. The Facility is enrolled in a building restoration mutual aid insurance program to cover incidents such as fire; however, if the incident falls under an exemption clause of the insurance contract, the damages incurred by the guest may not be compensated.
3. The Facility shall not be held responsible for any loss of items brought in by guests, unless such loss is due to intentional misconduct or gross negligence on the part of the Facility.

**Article 13 (Handling When the Contracted Guest Room Cannot Be Provided)**

1. If the Facility is unable to provide the guest room contracted by the guest, it shall, with the guest's

consent, make every effort to arrange alternative accommodations under conditions as similar as possible.

2. Notwithstanding the preceding paragraph, if the Facility is unable to arrange alternative accommodations, it shall pay the guest a compensation equivalent to the cancellation fee, which shall be applied toward damages. However, no compensation shall be paid if the failure to provide the guest room is not attributable to the Facility.

#### **Article 14 (Storage of Guests' Luggage and Personal Belongings)**

1. The Facility does not have staff on duty at all times. If a guest's luggage arrives at the Facility prior to their stay, the Facility will store it only if the guest has notified the Facility in advance at the time of reservation and the Facility has given its consent.
2. If a guest's luggage or personal belongings are left behind at the Facility after checkout, the Facility will, as a general rule, store the items for seven days including the day they are found. If the guest does not request their return within this period, the items will be handed over to the nearest police station. However, valuables will be immediately handed over to the nearest police station. Additionally, food, magazines, and other items considered waste will be disposed of by the Facility if the guest does not contact the Facility by the day after checkout.
3. The Facility may inspect the contents of any left-behind luggage or personal belongings as necessary to properly handle them according to their nature, and may return the items to the owner or take other actions in accordance with the preceding paragraph. The guest shall have no objection to such actions.

#### **Article 15 (Responsibilities of Guests)**

1. If the Facility suffers any damage (such as damage, soiling, or loss of buildings, furniture, fixtures, or other items) due to the intentional or negligent acts of a guest, the guest shall compensate the Facility for such damage.
2. If smoking is confirmed in areas other than those designated by the Facility, a penalty fee of 50,000 yen will be charged, and any additional costs incurred will also be billed.

#### **Article 16 (Responsibility for Parking)**

1. When guests use the parking lot of the Facility, the Facility is merely providing a space and does not assume responsibility for the management of the vehicle. However, the Facility will be liable for compensation in the event that damage is caused due to willful misconduct or negligence in the management of the parking lot.

#### **Article 17 (Use of Computer Communications)**

1. Use of computer communications within the Facility shall be at the sole responsibility of the user. The Facility shall not be held liable for any damages incurred by the user as a result of service interruptions caused by system failures or any other reasons during use.
2. If the Facility determines that a user's actions during the use of computer communications are inappropriate and are likely to cause, or have caused, damage to the Facility or third parties, the user shall be liable to pay compensation equivalent to the amount of such damage.

#### **Article 18 (Jurisdiction and Governing Law)**

1. All disputes arising from accommodation contracts under these terms and conditions, and related agreements, shall be exclusively resolved by the Japanese courts having jurisdiction over the location of the Facility, in accordance with Japanese laws.

#### **Appendix 1: Breakdown of Accommodation Charges, etc. (Article 2, Paragraph 1 and related provisions)**

Total Amount Payable by the Guest	Accommodation Charges (Whole Building Rental Fee and Charges Included in the Contract in Advance)
	Additional Charges (Meals and Other Pre-Reserved Usage Fees)
	Taxes (Consumption Tax and Accommodation Tax)

Note: In the event of amendments to tax laws, the revised provisions shall apply.

#### **Appendix 2: Cancellation Fees (Related to Article 6, Paragraph 2)**

Cancellation up to 5 days before	No charge
Cancellation from 4 days before up to the day of stay, or no notice given	Full charge of the usage fee

- ① If the contracted number of days is shortened, a penalty equivalent to one day's charge (the first day) will be collected regardless of the number of days shortened.
- ② On certain dates or depending on the accommodation rate plan, additional fees may apply.
- ③ The cancellation policy may vary during the year-end and New Year holidays, busy seasons, and other special periods.

## **Izunuma Lakehill Tenjo**

### **Terms of Use**

In order to ensure the safety and comfort of our guests and to maintain the public nature of a whole-building rental accommodation, this Facility has established the following rules as an integral part of the Accommodation Terms and Conditions. In the event of a violation of these rules, the accommodation contract may be terminated in accordance with the provisions of Article 6 of the Accommodation Terms and Conditions.

#### **About Usage Conditions**

1. Please keep your valuables in your own care. The Facility's responsibility for loss or theft shall be handled in accordance with Article 12, Paragraph 3 of the Accommodation Terms and Conditions.
2. Accommodation is not allowed for more guests than the maximum capacity (children not yet of school age are not included in the guest count). We strictly prohibit stays by more people than the number reserved.
3. There will be no staff on-site at the Facility from check-in until check-out.
4. Meals and beverages are not provided at the Facility; however, guests are welcome to bring their own ingredients, seasonings, and drinks to prepare and enjoy their own meals. In such cases, please leave any used tableware or utensils out and do not return them to their original places.

#### **Regarding Restrictions**

1. Smoking is strictly prohibited throughout the entire building. If any smell or trace of smoking is detected, you may be charged for house cleaning as well as replacement costs for bedding and equipment.
2. If any Facility equipment, electrical appliances, furniture, or items are intentionally or accidentally damaged or soiled, you will be responsible for the full cost of repairs or restoration. However, this does not apply if the damages are covered by insurance.
3. The Facility's equipment and supplies are loaned to guests only for the duration of their stay and must not be taken off the premises.
4. The following items are prohibited from being brought into the Facility:
  - (1) Explosives, gunpowder, gasoline, kerosene, chemicals, toxic gases, volatile oils, and other hazardous materials
  - (2) Decaying substances, unsanitary materials, or items that emit moisture, foul odors, unusual smells, or odors
  - (3) Dogs, cats, birds, and other pets



- (4) Excessively large quantities of goods
- (5) Other items prohibited by law

#### Facility Use

- 1. Use by minors only is not permitted.
- 2. Please refrain from any behavior that disrupts public order or safety, including loud or boisterous conversations, and any actions that cause inconvenience to neighbors.
- 3. Please refrain from using the Facility for purposes other than accommodation, such as business activities (exhibitions or others), without permission from the Facility manager.
- 4. Please refrain from any speech or behavior that causes significant inconvenience to the general public of neighboring facilities.
- 5. Use for antisocial activities is strictly prohibited.
- 6. If loud noises or other disturbances causing inconvenience to neighbors occur at the Facility, nearby residents may report to the police. In such cases, all legal responsibility will be borne by the Facility user.
- 7. The Facility shall not be held responsible for any accidents caused by natural disasters, the negligence of Facility users, or accidents resulting from failure to comply with these terms and conditions.
- 8. The Facility manager and owner shall not be held responsible for any damage, theft, or accidents involving vehicles or personal belongings of Facility users.
- 9. Management staff will conduct patrols for supervision and maintenance purposes.
- 10. Please refrain from making significant changes or decorations to the interior or exterior of the Facility.
- 11. Please refrain from bringing in and setting up large tents, charcoal BBQ sets, or other equipment not owned by the Facility on the premises.
- 12. To conserve resources, please cooperate with efforts to save electricity and water.

#### Matters to Observe for Safety and Security

- 1. Please make sure to lock the Facility when leaving during your stay.
- 2. Please ensure the Facility is locked during your stay, especially when you are sleeping.
- 3. Please refrain from meeting visitors inside the Facility.

#### Supplementary Provisions

These Accommodation Terms and Conditions and Usage Regulations shall apply from April 1, 2025. The content of the terms and regulations may be changed without prior notice.