

YOLO HOTEL MUSEUM Accommodation Terms and Conditions

(Scope)

Article 1 : These Terms and Conditions apply to "Hotels" and "Guest" (including those who intend to apply for Accommodation Contracts). The Accommodation Contracts and related Contracts concluded by the Hotel with the Guest shall be governed by the provisions of these Terms and Conditions and matters not provided for in these Terms and Conditions shall be governed by laws and regulations or generally established customs.

2. If the Hotel responds to a Special Contract to the extent that it does not violate laws and customs, the Special Contract shall prevail, regardless of the rules set forth in the preceding paragraph.

3. The Hotel may modify these Terms and Conditions by notifying the Guest at an appropriate time by informing on the website or other methods, and if the Guest applies accommodation after such notice or awareness, he/she shall be subject to the revised Terms and Conditions.

(Application for Accommodation Contract)

Article 2 : A person who intends to apply for an Accommodation Contract with the Hotel shall request the following matters to the Hotel:

(1) Guest name

(2) Date of stay and estimated time of arrival

(3) Stay ingrate fee (in principle, according to the basic Accommodation fee in Appendix 1)

(4) Other matters deemed necessary by the Hotel

2. If the Guest requests to continue his/her stay beyond the date of stay set forth in item (2) of the preceding paragraph during his/her stay, the Hotel shall treat the Accommodation as if the guest had applied for a new Accommodation Contract at the time the request was made.

(Establishment of Accommodation Contract, etc.)

Article 3 : Accommodation Contract shall be concluded when the Hotel accepts the application set forth in the preceding Article, provided that this shall not apply if the Hotel has proven that such Accommodation has not consented.

2. When the Accommodation Contract is established pursuant to the provision of the preceding paragraph, the Guest shall pay the application fee specified by the Hotel up to the basic Accommodation fee for the period of stay (or up to three days if it exceeds 3 days) by the date specified by the Hotel.

3. The application fee shall first be appropriated for the Accommodation fee to be paid by the

Guest in the end, and in the event of a situation in which the provisions of Articles 6 and 18 apply, it shall be appropriated in the order of compensation following the penalty, and if any remaining amount, it will be refunded at the time of payment of the fee pursuant to the provisions of Article 12.

4. If the application fee set forth in paragraph 2 cannot be paid by the date specified by the Hotel pursuant to the provision of the same paragraph, the Accommodation Contract shall cease to be effective (this applies only if the Hotel has notified the Guest of the date.)

(Special Contract that does not require payment of the application fee)

Article 4 : Notwithstanding the provisions of paragraph 2 of the preceding Article, the Hotel may respond to a special Contract stating that the Guest does not have to pay the application fee set forth in the same paragraph after the conclusion of the Contract.

2. If the Hotel does not request payment of the application fee set forth in paragraph 2 of the preceding Article or does not specify a date for payment of the application fee in accepting the application for the Accommodation Contract, the Hotel shall be treated as in accordance with the special Contract set forth in the preceding paragraph.

(Rejection of conclusion of Accommodation Contract)

Article 5 : The Hotel does not have to respond the conclusion of the Accommodation Agreement in the following cases:

- (1) When the application for Accommodation does not follow these terms and conditions.
- (2) When no room is available due to a full room.
- (3) When it is found that the person seeking Accommodation is likely to act in violation of the provisions of laws and regulations, public order or good morals about Accommodation.
- (4) When the person who intends to stay is recognized as any of the following;
 - a An organized crime group prescribed in Act on Prevention of Unjust Acts by Members of Violence (Act No. 7 of 1991) article 2, or a person belonging to such group (hereinafter, such group is referred to as "Organized Crime Group", and such a person is referred to as "Gangster")
 - b Corporations or organizations whose business activities ruled by Organized Crime Group or Gangster
 - c Corporations any of whose officers is Gangster
- (5) When the person intending to stay is likely to cause significant inconvenience to any other Guest.
- (6) When it is clearly recognized that the person seeking Accommodation is an infectious disease, a drunken person, or a person who uses illegal drugs.

(7) Violent demands are made about Accommodation, or a burden beyond a reasonable range is requested.

(8) When rooms are not available because of circumstances such as natural disasters, facility failures, and other unavoidable circumstances.

(9) When the person attempting to stay is a minor (unless it is deemed to have the consent of a legal representative).

(10) When it is suspected that the person who intends to stay is applying for purposes other than the purpose of staying on their own.

(Right to cancel the Contract of the guest)

Article 6 : The Guest may cancel the Accommodation Contract by making an offer to the Hotel.

2. The Hotel may cancel all or part of the Accommodation Contract for reasons attributable to the Guest (except when the Hotel has requested payment by setting the due date for payment of the application fee pursuant to the provision of Article 3, paragraph 2, and the Guest cancels the Accommodation Contract prior to the payment.). In this case, the Guest must pay a penalty pursuant to the provisions of Appendix 2. The same shall apply if the Hotel accepts the special Contract set forth in Article 4, Paragraph 1.

3. If the Guest does not arrive on the day of the stay at the expected arrival time indicated by the Guest in advance, and does not arrive one hour after the time without contacting the Hotel, the Accommodation Contract may be deemed to have been cancelled by the Guest.

(The right to cancel the Contract of the Hotel)

Article 7 : In the following cases, the Hotel may cancel the Accommodation Contract;

(1) When it is found that the Guest is likely to do anything contrary to the provisions of laws and regulations, public order or good morals about Accommodation, or when it is found that he/she has committed the same act.

(2) When the Guest is deemed to fall under the following items:

- a An Organized Crime Group or a Gangster
- b Corporations or organizations whose business activities ruled by Organized Crime Group or Gangster
- c Corporations any of whose officers is Gangster

(3) When the Guest has spoken or acted in a way that causes significant inconvenience to any other Guest.

(4) When it is clearly recognized that the Guest is an infectious disease, a drunken person, or a user of illegal drugs.

(5) When a violent demand is made with respect to Accommodation, or when a burden beyond a reasonable range is requested.

(6) When rooms are not available due to reasons caused by force majeure such as natural disasters.

(7) When the Guest violates prohibition of smoking at the place not approved by the Hotel, sleeping tobacco in the bedroom, mischief against firefighting equipment, and other usage rules stipulated by the hotel.

(8) When it is clearly recognized that the Guest has declared false matters when staying.

(9) When the Guest intends to transfer the right to Accommodation to a third party.

2. When the Hotel cancels the Accommodation Contract pursuant to the provision of the preceding paragraph, the Guest does not have to charge for Accommodation services that have not yet been provided. However, the Hotel shall not return any money that has already been received, and the Guest shall not be exempted from the obligation to pay the damages set forth in Article 18.

(Registration of Accommodation)

Article 8 : The Guest shall register the following matters at the front desk of the Hotel on the day of accommodation.

(1) Name, age, gender, address and occupation of the Guest

(2) For foreigners, nationality, passport number, place of entry and date of entry

(3) Departure date and scheduled departure time

(4) The Guest's destination

(5) Other matters deemed necessary by the Hotel

2. If the Guest intends to pay the fees set forth in Article 12 by a method that can be substituted for travel checks, Accommodation vouchers, credit cards, etc., the Guest shall present them in advance at the time of registration set forth in the preceding paragraph.

(Room use time)

Article 9 : Guest may use the hotel's rooms from 3:00 p.m. to 10:00 a.m. the next morning. However, in the case of consecutive stays, the Guest may use rooms throughout the day, except on the arrival and departure dates.

2. Notwithstanding the provisions of the preceding paragraph, the Hotel may accept extended uses of the room in its sole discretion. In this case, the Guest shall pay the additional fee pursuant to the following;

(1) From 10:00 a.m. to noon: 1,000yen

(2) Later than noon : 1,000yen per an hour (less than an hour is deemed an hour)

3. The amount equivalent to the room fee set forth in the preceding paragraph shall be 70% of the basic Accommodation fee.

(Compliance with Usage Rules)

Article 10 : The Guest shall comply with the rules of use set forth in the Hotel in accordance with the rules of use set forth in the Hotel.

(Business hours)

Article 11 : The opening hours of the main facilities, etc. of the Hotel shall be as follows, and the detailed business hours of other facilities, etc. will be announced by posting information at various locations. The Guest shall approve that he/she may be unable to use such facilities because of cleaning or any other reason.

(1) Front desk service hours:

- a Curfew: none
- b Front Service: 24 hours
- c Coin laundry: 24 hours

(2) Food and beverage (facilities) service hours:

- a Breakfast: 7:30 a.m.~9:30 a.m.
- b Lunch: 11:00 a.m.~2:00 p.m.
- c Dinner: 5:00 p.m.~10:00p.m.

2. The time set forth in the preceding paragraph may be changed to a temporary basis if necessary. In that case, the Hotel will inform Guests in an appropriate method.

(Payment of fees)

Article 12 : The items of Accommodation fees, etc. shall be listed in Appendix 1.

2. Payment of any fee set forth in the preceding paragraph shall be made on internet or at the front desk at the time of application for accommodation or checking in the Hotel, by the currency, a travel check, Accommodation ticket, credit card or other method the Hotel approved.

3. The Guest shall pay Accommodation fees even if the Guest does not voluntarily stay at the Hotel.

(Responsibility of the Hotel)

Article 13 : The Hotel shall compensate the Guest for any damages incurred by the Guest in the performance of the Accommodation Contract and the Contract related to it, occurred by willful misconduct, negligence or for any other reason attributable to the Hotel.

2. The Hotel is covered by the inn liability insurance in order to deal with an emergency fire and other phenomenon, but insurance claims may not be paid if the reason for the exemption is applicable.

(Handling when the Contracted guest room cannot be provided)

Article 14 : If the Hotel is unable to provide the Guest with a Contracted room, the Hotel shall arrange other Accommodations with the same conditions as much as possible.

2. The Hotel shall pay the Guest a compensation fee equivalent to the penalty fee to the Guest if it is not possible to arrange other Accommodation facilities notwithstanding the provisions of the preceding paragraph, and the compensation fee shall be used for damages. However, if such case doesn't occur by willful misconduct, negligence or for any other reason attributable to the Hotel, the Hotel will not pay the compensation fee.

(Handling of deposited items, etc.)

Article 15 : In principle, the Hotel does not accept the following items.

(1) Very expensive goods or cash, etc.

(2) Equipment including information recording equipment (computers, mobile phones, other IT equipment, etc.)

(3) Items related to personal information (customer rosters, etc.)

(4) Items that may ignite and other items deemed dangerous by the Hotel

2. In the event of loss, damage, or other damage to goods, cash, or valuables deposited by the Guest at the Front Desk, the Hotel shall compensate for the damage, unless it is force majeure. However, in case that the Hotel requests the notification of the type and value of such cash and valuables, and the Guest does not notify, the Hotel shall compensate the Guest for damages up to 100,000 yen.

3. The Hotel shall compensate the Guest for any damages such as loss or damage due to the willful misconduct or negligence of the Hotel for any goods, cash, or valuables brought into the Hotel and which are not deposited at the front desk. However, the Hotel shall compensate the Guest for the damages up to 100,000 yen for cash and valuables that the Guest does not notify the Hotels of its type and value, except willful misconduct and gross negligence.

(Storage of guest's baggage or personal belongings)

Article 16 : If the Guest's baggage arrives at the Hotel prior to the Accommodation, it will be stored responsibly only if the Hotel understands it prior to the arrival, and will be handed over when the Guest checks in at the front desk.

2. If the Guest's baggage or personal belongings have been left behind by the Hotel after the

Guest has checked out, and the Hotel finds the owner of the baggage or belongings, the Hotel shall contact the owner and request instructions. If the Hotel does not know the owner's instructions, it will be kept for seven days, including the date of discovery, and then delivered to the nearest police station.

3. The Hotel's liability for the storage of the Guest's baggage or personal belongings in the preceding two paragraphs shall be in accordance with the provisions of paragraph 1 of the preceding Article in the case referred to in paragraph 1 and, in the case referred to in the preceding paragraph, in accordance with the provisions of paragraph 2 of the same Article.

(Responsibility for parking)

Article 17 : If the Guest uses the hotel's parking lot, the Hotel shall lease the place and shall not be liable for the management of the vehicle, regardless of the deposit of the vehicle's key. However, in the event of damage of the vehicle caused by the Hotel's willful misconduct or gross negligence in the management of the parking lot, the Hotel shall be liable for such damage.

(Responsibility of the Guest)

Article 18 : If the Hotel suffers damage due to the willful misconduct or negligence of the Guest, the Guest shall be liable for any damage of the Hotel (including but not limited to reasonable attorney's fees).

(language)

Article 19 : These Terms and Conditions were prepared in Japanese, and those prepared in other languages are merely reference materials and have no effect.

(Governing Law and Jurisdiction)

Article 20 : These Terms and Conditions shall be construed in accordance with Japanese law, regardless of the principles of conflict of laws. All disputes concerning to these Terms and Conditions shall be subject to the exclusive jurisdiction of the Osaka District Court in the first instance.

Appendix 1 Items of Accommodation fee

	Breakdown	
Accommodation fee	Basic Accommodation fee	Room and service charges
	Incidental charges	Food and beverage charges and other usage fees
	Tax	Consumption tax, etc.

Appendix 2 Penalty

The date on which the Hotel was notified of the termination of the Contract	No notification	Date of stay	Before the date of stay
※Amount of penalty	100%	80%	30%

※The ratio of penalties is to Basic Accommodation fee.