

Scope of Application

- Article 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 with ordinance and established practice, such Special Contract shall prevail over the aforementioned terms on conditions.

Application for an Accommodation Contract

Article 2 The Guest who intends to apply to our Ryokan for an Accommodation Contract will be required to provide us with the following items:

- (1) Name(s) of Guest(s) to be registered
 - (2) Date(s) scheduled for the night to stay and the estimated time of arrival
 - (3) Accommodation charge (in principle, according to the basic accommodation charges described in Schedule 1)
 - (4) Other information considered necessary by our Ryokan
2. In case that the Guest has requested, during his/her stay, for an extension of dates beyond the dates described in the preceding Article 2, our Ryokan will handle his/her request as a new application for the Accommodation Contract, at the time of receiving such request.

(Regarding food allergies) Our Ryokan cooks all the cuisines in the same kitchen. Therefore, the complete removal of allergens from dishes and other items in the washing process are not guaranteed. It is possible that some of allergens may remain. Even if you have informed us your allergies in advance, our Ryokan can only provide the cuisines with allergens as low as possible. It does not guarantee that no allergic reaction will occur from our food.

Conclusion of the Accommodation Contract, etc.

Article 3 The Accommodation Contract shall be considered to be concluded when our Ryokan has accepted the application described in the preceding articles, unless our Ryokan has certified that we has not accepted such application.

2. When the Accommodation Contract has been concluded under the provision of the preceding paragraphs, the Application Money prescribed by our Ryokan for the scheduled period of the stay shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge for 3 nights if the scheduled period exceeds 3 nights.
3. At first, the Application Money shall be applied to the final payment of the Accommodation Charge. If the circumstances arise to apply the provision of Article 6 and Article 20, the penalty money should be paid first, and then the compensation charge should be paid. If there is any balance left, it will be paid back when the Accommodation Charge is paid as provided in Article 12.
4. In case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us, the Accommodation Contract shall become invalid, but limited only to the case of our Ryokan notifying the Guest the due date for the payment of the Application Money.

Special Contract without Requiring the Payment of the Application Money

Article 4 Notwithstanding the provision of Paragraph 2 of the preceding Article, there are some cases that our Ryokan accepts a Special Contract, which does not require the payment of the Application Money after the conclusion of the Contract.

2. When our Ryokan accepts an application for the Accommodation Contract but did not request the payment for the Application Money or set the due date for the payment specified in Paragraph 2 of the preceding Article, the Special Contract described in the preceding Paragraph shall be considered to be accepted.

Refusal of Concluding the Accommodation Contract

Article 5 Our Ryokan will not conclude the Accommodation Contract for the following cases:

- (1) The application for the accommodation is not based on this Contract.
- (2) There is no room available due to the full occupancy.
- (3) The Guest seeking accommodation is considered likely to violate the provisions of the ordinance, the public orders, or good public morals.
- (4) The Guest seeking accommodation is considered clearly to correspond to the following (a) to (c).
 - (a) According to the law that relates to the prevention of illegal action by gang members (Law item 77 in 1991) stipulated in item 2 of Article 2 (hereafter called "gang group"), and in item 6 of Article 2 (hereafter called "gang member"), the Guest is a semi-member, gang member, or related to gang members belong to a gang group or other antisocial forces.
 - (b) The Guest belongs to corporations or other entities, which business activities are controlled by a gang group or gang members.
 - (c) The Guest belongs to corporations, which holds gang members in their corporate body.
- (5) The Guest seeking accommodation has misbehaved terribly, disturbing other hotel guests tremendously.
- (6) The Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (7) The Guest seeking accommodation has acted violently, assaulted, threatened, made intimidating undue claims, demanded a burden beyond the reasonable request to the employees or our Ryokan, or has been consider that he/she has done the similar behavior in the past.
- (8) An act of God, the trouble in facilities, or other unavoidable causes prevent the Guest from staying in our Ryokan.
- (9) The Guest seeking accommodation is heavily drunk and his/her speech and behavior are abnormal, and that may result in disturbing other hotel guests; or his/her speech and behavior might disturb others and the provision of Article 5 of Ryokan business enforcement ordinance issued by Yamagata Prefecture is applicable.
- (10) The cloths or the body of the Guest seeking accommodation is extremely dirty so that our Ryokan is afraid that other hotel guests might be irritated.

The Right of the Guest to Cancel the Contract

Article 6 The Guest may request our Ryokan to cancel the Accommodation Contract.

2. In case that the Guest has cancelled the Accommodation Contract in whole or in part due to the causes attributable to the Guest (which is the case when our Ryokan has requested the payment of the Application Money by prescribing the due date for such payment under the provision of Paragraph 2 in Article 3, but except the case when the Guest has cancelled the Accommodation Contract prior to such payment), the payment of such penalty is required as specified in Schedule II. However, in case that our Ryokan has accepted a Special Contract described in Paragraph 1 of Article 4, this provision shall be applied only to the case that 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 case that the Guest does not arrive at Ryokan by 10:00pm on the day of scheduled night (or 2 hours passed the time of estimated arrival if indicated by the Guest beforehand) without informing our Ryokan of his/her delay, our Ryokan may consider it as being cancelled by the Guest and will handle it accordingly.

The Right of Our Ryokan to Cancel the Contract

Article 7 Our Ryokan may cancel the Accommodation Contract for the following cases:

- (1) The Guest is considered likely to violate the provisions of the ordinance, the public orders, or good public morals; or he/she is considered to have behaved in such manner.
 - (2) The Guest in accommodation is considered clearly to correspond to the following (a) to (c).
 - (a) The Guest is a semi-member, gang member, or related to gang members belong to a gang group or other antisocial forces.
 - (b) The Guest belongs to corporations or other entities, which business activities are controlled by a gang group or gang members.
 - (c) The Guest belongs to corporations, which holds gang members in their corporate body.
 - (3) The Guest in accommodation has misbehaved terribly, disturbing other hotel guests tremendously.
 - (4) The Guest in accommodation is clearly considered to be a patient with an infectious disease.
 - (5) The Guest in accommodation has acted violently, assaulted, threatened, made intimidating undue claims, demanded a burden beyond the reasonable request to the employees or our Ryokan, or has been consider that he/she has done the similar behavior in the past.
 - (6) An act of God, the trouble in facilities, or other unavoidable causes prevent the Guest from staying in our Ryokan.
 - (7) The Guest in accommodation is heavily drunk and his/her speech and behavior are abnormal, and that may result in disturbing other hotel guests; or his/her speech and behavior might disturb others and the provision of Article 5 of Ryokan business enforcement ordinance issued by Yamagata Prefecture is applicable.
 - (8) The Guest smokes in bed, vandalizes fire protection facilities, or does not comply with the rules of use and the matters prohibited by our Ryokan (limited only to those matters necessary for fire prevention).
 - (9) Our Ryokan tries to prevent those who have tattoo or heavily drunken from entering the large public bath and to notify the Guest the rules for the safety and orders inside the hotels, but the Guest fails to comply.
2. If our Ryokan has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, it is not necessary for the Guest to pay the charges for the accommodation service that he/she has not yet received.

Registration of Accommodation

Article 8 The Guest will be required to register the following items at the front desk of our Ryokan:

- (1) Name, age, sex, address, the contact numbers, and the occupation of the Guest
 - (2) For the Guest of foreign nationality: the nationality, the passport number, the place and the date of entering Japan
 - (3) The scheduled date and the time of departure
 - (4) Some other items that considered necessary for our Ryokan
2. If the Guest intends to pay the charges described in Article 12 by using traveler's checks, accommodation coupons, credit cards, and others, in place of currency, he/she will be required to show them at the time of registration described in the preceding Paragraph.

Time Allowed for Use of the Guest Room

Article 9 The time allowed for the Guest to use the guest room of our Ryokan shall be from 2:00pm until 11:00am on the following morning. If the Guest stays for more than one night in succession, the Guest may use the room all day except the day of the arrival and the day of the departure.

2. Notwithstanding the provision of the preceding Paragraph, our Ryokan may accept the request of using the room longer than those specified in the preceding Paragraph. In such case, an additional charge will be required as specified below:
 - (1) Up to 2 hours in excess of the prescribed hours: 30% of the amount equivalent to the room charge
 - (2) Up to 6 hours in excess of the prescribed hours: 60% of the amount equivalent to the room charge
 - (3) 6 hours or more in excess of the prescribed hours: 100% of the amount equivalent to the room charge

Compliance of the Rules of Use of the Ryokan

Article 10 While staying in our Ryokan, the Guest will be required to comply with the rules of use, which are described and posted inside our Ryokan.

Business Hours

Article 11 The business hours of principal facilities in our Ryokan shall be described below. The details of service hours of other facilities are explained in the leaflets provided, the displays at major points inside our Ryokan, and the service directory provided in each guest room.

- (1) Service hours of Front desk, exchange, etc.:

(a) Curfew on front gate	Opens for 24 hours
(b) Front desk	7:30am to 9:30pm
(c) Exchange service	7:30am to 7:30pm
- (2) Service hours for dining, etc.:

(a) Breakfast	7:30am to 9:00am (Guest room, Banquet hall, Restaurant)
(b) Lunch	11:30am to 2:00pm (Guest room, Banquet hall, Restaurant)
(c) Dinner	6:00pm to 8:00pm (Guest room, Banquet hall, Restaurant)
- (3) Service hour of other facilities for drinking and eating

Souvenir shop	8:00am to 8:00pm
Tea room	8:00am to 10:00pm

2. The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons. In such case, the Guest will be notified by proper means.

Payment of Charges

Article 12 The breakdown and its calculation of the accommodation charge and others that the Guest has to pay shall be based on Schedule 1.

2. The payment of the accommodation charge and others described in the preceding Paragraph shall be made in currency or by other alternative means accepted by our Ryokan, such as traveler's checks, accommodation coupons, credit cards, and others, at the front desk when the Guest departs from our Ryokan or when we request the Guest to do so.
3. In case that the Guest has not stayed at our Ryokan with some reasons even though we have offered the available room to the Guest, the accommodation charge will still be charged to the Guest.

Responsibility of our Ryokan

- Article 13** In case that our Ryokan has inflicted damages on the Guest in the course of fulfilling the Accommodation Contract and related Contracts, we shall compensate for such damage. However, the compensation charge will not be paid if such damage has been caused by the matters that are not attributable to us.
2. In addition to maintaining our facilities for preventions, our Ryokan is covered by the Ryokan liability insurance to cope with emergencies in the case of fire and others.

Handling the Case When the Guest Room Contracted Is Not Available

- Article 14** 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 condition of the original Accommodation Contract as close as possible with the consent of the Guest.
2. Notwithstanding the provision of the preceding Paragraph, in case that our Ryokan is unable to offer other accommodation facilities to the Guest, we shall pay him/her a compensation charge equivalent to the penalty charge, which will be applied to the amount of the compensable damage. However, the compensation charge will not be paid if such unavailability has been caused by the matters that are not attributable to us.

Handling Deposited Articles and Others

- Article 15** When the articles, cash and/or valuables deposited by the Guest at the front desk, have been lost or damaged, our Ryokan shall compensate for them unless such loss or damage has been caused by force majeure. However, as for the cash and valuable article, our Ryokan will inquire of the clear explanation of its kind and its value to the Guest. If the Guest is unable to do so, we shall compensate for the damage up to the maximum amount of 150,000 yen.
2. When the Guest has brought into our Ryokan articles, such as cash and/or valuable but has not deposited them at the front desk, we shall compensate for the loss or the damage if it is caused by us intentionally or negligently. However, as for the article that the Guest has not clearly reported its kind and its value to us beforehand, we shall compensate for the loss and the damage up to the maximum amount of 150,000 yen unless we are responsible for such loss and the damage intentionally or negligently.

Storing the Baggage or Personal Belongings of the Guest

- Article 16** When the baggage of the Guest has arrived at our Ryokan prior to his/her arrival and if we have agreed to keep it beforehand, our Ryokan will be responsible for storing the baggage and will hand it to the Guest when he/she checks in at the front desk.
2. In case that the baggage or personal belongings of the Guest are found after he/she has checked out and if the owner has been identified, our Ryokan shall ask the owner of such items for his/her instructions. As for the valuable articles, if there is no instruction from the owner or the owner has not been identified, our Ryokan shall keep them for 7 days, including the day when the items have been found. After that, they will be taken to a police station near our Ryokan. As for other articles, they will be discarded after keeping them for 3 months at our Ryokan. As for items that damage the sanitary environment, such as drinks, tobaccos, and magazines, they will be discarded on the same day.
3. As described in preceding 2 paragraphs, the responsibility of our Ryokan regarding the storage of the baggage or personal belongings of the Guest is described as follows: The case of Paragraph 1 of this Article shall conform to the provision of Paragraph 1 of Article 15; the case of Paragraph 2 of this Article shall conform to the provision of Paragraph 2 of Article 15.

Cleaning of the Guest Room

- Article 17** In case that the Guest stays continuously in the same room for 2 days or longer, our Ryokan will clean up the room every day, as a rule.
2. Even if the Guest requests not to clean up the room, our Ryokan will clean up the room in every 3 days in order to maintain the sanitary environment. However, our Ryokan holds the authority to clean up the room whenever we have judged that it is necessary to do so.
3. For the cleaning described in the preceding Paragraph, the Guest cannot refuse such cleaning.

Computer communications

- Article 18** The User has to take his/her own responsibility when he/she uses the computer communications inside our Ryokan. Our Ryokan shall not be responsible for any damage caused by the interruption of computer communication due to a system failure or others while he/she was using such service.
2. In case that our Ryokan judges that the User has done something improper while using the computer communication and if the damage by such action would be expected or has actually done, our Ryokan will stop the service and request the User to pay for the compensation charge.

Responsibility for Parking

- Article 19** In case that the Guest uses the parking area of our Ryokan, our Ryokan only lends the parking area and is not responsible to care the storage of the parked vehicles, regardless the vehicle's keys have been deposited. However, our Ryokan shall be liable for the compensation if the parked vehicle is damaged caused by us intentionally or negligently.

Responsibility of the Guest

- Article 20** In case that our Ryokan has suffered the damage due to the intention or the fault of the Guest, he/she will be required to compensate to our Ryokan such damage.

Rules of Consolation Payment for the Guest

- Article 21** In case that the Guest passes away during his/her stay in our Ryokan, other than due to his/her injury, our Ryokan shall implement the items described in the rules of consolation payment for the Guest that are defined separately.

Applicable Laws

- Article 22** As for the Accommodation Contract between our Ryokan and the Guest, the laws of Japan shall be applied, and the local court of the district, to which our Ryokan belongs, shall be the exclusive agreement jurisdictional court.

The Rules of Use of the Ryokan

The rules of use of the Ryokan have been set in order for guests to enjoy their safe and comfortable stays. We cordially ask you to comply with the rules as described in Article 10 of the Accommodation Contract. If any guest has not complied with the rules, we have no choice but to terminate his/her stay or the usage of our facilities. In some cases, we might ask the guest for the compensation for the damages done by the guest. Thus, please keep in mind those points.

Matters to be complied for the prevention of fire

1. Please do not smoke in any place where a fire can be caused easily (for example, smoking in bed, or smoking while walking inside the buildings).
2. Please do not bring any heat device for warm-up, for cooking, or for ironing, into the guest room.
3. Please do not take any action in order to cause a fire.
4. Please do not vandalize fire protection facilities. Otherwise, it interrupts the safety maintenance.

Matters to be complied for the safety

1. Please make sure the door is locked when you are going out of the guest room.
2. Please give your room key to the personnel at the front desk when you are going out of the hotel.
3. Please do not invite your friends and others inside your guest room. Please enjoy having your pleasant discussion at the lobby or the lounge.

Handling the valuable articles, the things deposited at front desk, and the lost items

1. There is a safety box installed at the guest room for your convenience so that you can use it freely. However, since such safety box is only for your convenience, please deposit the cash or valuable articles at the front desk for the prevention of any incident by clearly describing its kind and its value to the personnel.
2. As for the damage or the loss of the cash or valuable articles that are not deposited at the front desk during your stay, we will compensate for such damage up to the limited amount. Thus, please keep this in mind.
3. Any lost items that correspond to the provision of the Paragraph 2 and 3 of Article 16 of Accommodation Contract and related ordinance will be handled accordingly. Please meet your visitors at the lobby or lounge.

For payment

1. Please keep in mind that we will ask you to make the payment at the front desk when you are leaving the hotel or when we ask you to do so. The payment can be made by the cash, traveler's checks, accommodation coupons, credit cards, which are accepted by our Ryokan. When you intend to use traveler's checks, accommodation coupons, credit cards and other means in place of currency, please inform us at front desk beforehand.
2. Please be informed that we do not accept checks, other than traveler's checks.
3. If you intend to use facilities of the hotel by using signature, please show us your room key although it may be troublesome to you.
4. Please be informed that we might ask you to pay the deposit upon your arrival in some cases.

Some other matters to be complied

1. Please do not bring into the hotel some things that might disturb other guests, such as dogs, cats, birds or other animals, or some items to ignite fire or something flammable, or some things that generate bad smell, or some other items that are prohibited by laws.
2. Please do not smoke, other than designated areas in our Ryokan.
3. Please do not act in an inappropriate manner, such as shouting, singing loudly, quarreling and fighting, gambling, misbehaving to distract the safety and orders, or disturbing other guests.
4. Please do not use the guest room, the lobby or other areas for other purposes, such as business (exhibiting, publicizing, advertising, selling, etc.), without obtaining the permission from us.
5. Please do not modify noticeably the equipment and facility of the hotel, and do not use them beyond the range of normal usage.
6. Please do not lay or leave items near the window of the guest room, or on the balcony, the hallway, or lobby.
7. Please always make sure to stop the hot/cold water after using the bathroom or washroom. If you let the water overflow, it may cause the damage on neighboring rooms and the rooms below. Please keep this in mind.
8. If minor children intend to stay in our hotel by themselves, please be informed that we might decline such stay if there is no permission from their parents.
9. Please be cooperative to save electricity and water in order to use our energy with care.
10. If you make a phone call from your room, please be informed that the usage fee of such device will be added to you.
11. Please be informed that we do not allow those who have tattoo to use the large public bath.

Schedule 1 Breakdown of Accommodation Charge (concerning Article 2-1 and 12-1)

		Breakdown	
Total amount to be paid by the Guest	Accommodation charge	(1) Basic accommodation charge (Room charge + meals, such as breakfast and dinner)	
	Additional charge	(2) Additional food/drink charge (except the meals included in (1)) and other service charges	
	Tax	a. Consumption tax	b. Bath tax

1. The basic accommodation charge is based on the table of charges posted at Front Desk and in each room.
2. The charge for an elementary school child or younger is described as follows: If he/she takes meals and uses bedding, etc. equivalent to an adult, the charge shall be 70% of an adult's charge; if he/she takes meals and uses bedding, etc. for children, the charge shall be 50% of an adult's charge; if he/she uses only bedding, the charge shall be 30% of an adult's charge. For a child (infant) who does not take meals or use bedding, the additional charge shall be 2000 yen, excluding tax.

Schedule 2 Penalty charge (concerning Article 6-2)

Number of people who concluded the Contract	Date of receiving the cancellation from the Guest	Has not come	On the scheduled day	1 day before	2 day before	3 day before	5 day before	6 day before	7 day before	8 day before	14 day before	15 day before	20 day before	30 day before
1 to 14		100%	100%	50%	30%	30%								
15 to 30		100%	100%	50%	30%	30%	30%							
31 to 100		100%	100%	80%	50%	30%	30%	20%	20%	10%	10%			
101 and more		100%	100%	80%	50%	50%	30%	30%	30%	15%	15%	10%	10%	10%

1. The percentage shown in the table is the percentage of the penalty charge for the basic Accommodation Charge.
2. In case that the number of scheduled days for the accommodation has been reduced, the penalty for one day (the first day of accommodation) shall be charged, regardless of how many days are cancelled.
3. In case that the Accommodation Contract has been cancelled for a part of the Group (consisting of 15 members or more), the penalty shall not be charged if the number of cancellation is less than 10% (the fraction to be rounded up) of the total number the Group members at the time of such cancellation being made 10 days prior to the first day of the scheduled day (if the Accommodation Contract is concluded in less than 10 days, the time shall be the date that our Ryokan has accepted it).