

TERMS AND CONDITIONS of ACCOMMODATION CONTRACTS

Article 1. Scope of Application

Article 1.

Contracts for Accommodation and related agreements to be entered into with this Hotel shall be subject to these Terms and Conditions. Any particulars not provided for herein shall be governed by laws and regulations or generally accepted practices.

2. The Hotel may, notwithstanding the preceding paragraph, enter into a special contract, insofar as such special contract does not violate laws and regulations or generally accepted practices.

Article 2. Refusal of Accommodation Contracts

The Hotel may not accept an application for an Accommodation Contract under any of the following circumstances:

- (1) When the application for accommodation does not conform with the provisions of these Terms and Conditions;
- (2) When the Hotel is fully booked and no room is available;
- (3) When the person seeking accommodation is deemed liable to conduct himself/herself in a manner that will contravene the law, public order, or good morals due to his/her stay;
- (4) When the person seeking accommodation is clearly detected to be affected with an infectious disease;
- (5) When the person seeking accommodation makes a coercive or unreasonable request to the Hotel or the Hotel's employees;
- (6) When the person seeking accommodation is employed by a corporation that is run by an organized crime syndicate or members of such or similar organizations;
- (7) When the Hotel is unable to provide accommodation due to natural disasters, malfunction of facilities or other inevitable causes;
- (8) When the person seeking accommodation is deemed liable to give tremendous annoyance to other guests due to his/her intoxication or other causes.

Article 3. Notification of Names and Others

When the Hotel has accepted an application for an Accommodation Contract (hereinafter called "Application for Accommodation Contract") prior to the arrival date, the Hotel may request the person who has made the Application for Accommodation Contract to notify the Hotel of the following particulars:

- (1) Name, sex, country of citizenship and occupation of the Guest;
- (2) Other particulars deemed necessary by the Hotel.

Article 4. Deposit

1. When the Hotel has duly accepted an Application for Accommodation Contract, the Guest may be requested to pay an accommodation deposit within the limits of the Basic Accommodation Charges for the number of nights at the Hotel (3 nights when the number

exceeds 3 nights) by the date specified by the Hotel.

2. The deposit in the preceding paragraph shall be used for the cancellation charges as stipulated in Article 5, if applicable, and the remainder, if any, shall be refunded.

Article 5. Right to Cancel Accommodation Contracts by the Guest

1. In cases where a Guest has cancelled an Accommodation Contract in whole or in part, the Guest shall pay the cancellation charges as listed in the after-mentioned table.

2. In cases where the Guest does not appear by 10:00 p.m. (or 2 hours after the notified time of arrival) on the arrival date without any advance notice by the Guest, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

3. In cases where the Accommodation Contract has been regarded as being cancelled as stipulated in the preceding paragraph, but if the Guest is able to prove that his/her failure to appear without any advance notice is due to the delay or nonarrival of the public transportation including the train and the aircraft or reasons not attributable to the Guest, the Hotel shall not charge the Guest with the cancellation charge stipulated in Paragraph 1 of Article 5.

Article 6. Right to Cancel Accommodation Contracts by the Hotel

1. The Hotel may cancel the Accommodation Contract, unless otherwise specified, under any of the following circumstances:

- (1) When the Guest comes under any provisions of Items 3 to Item 8 of Article 2;
- (2) When the Guest is requested to notify particulars as stipulated in Item 1 of 3, but fails to do so by the date specified;
- (3) When the Guest is requested to pay an accommodation deposit as stipulated in Item 1 of Article 4, but fails to do so by the date specified.

2. The Hotel shall refund any deposit received for the Accommodation Contract in cases where the Hotel has cancelled the Contract in accordance with the preceding paragraphs.

Article 7. Registration

The Guest shall provide the Front Desk with the following details on the date of his/her arrival at the Hotel. The Guest from abroad who does not have a permanent address in Saipan shall show his/her passport and allow the Hotel to make and keep a copy of the passport.

- (1) Item 1 of Article 3), and birthdate of the Guest, the location of the previous accommodations, and the travel destination;
- (2) The nationality, passport number, and port and date of entry into Saipan of a Guest from abroad who does not have a permanent address in Saipan
- (3) Other particulars deemed necessary by the Hotel.

Article 8. Checkout Time

1. The Guest is entitled to occupy the contracted room of the Hotel until MAIN WING/CRISTAL TOWER 12:00 a.m. TAGA TOWER 13:00 a.m. (Checkout Time).

2 The Hotel may, notwithstanding the provisions prescribed in the preceding paragraph,

permit the Guest to occupy the room beyond the Checkout Time. In such cases, extra charges shall be paid as follows:

☆Until 15:00 (per hour): 30% of the accommodation charge

☆Until 18:00: 50% of the accommodation charge

☆After 18:00: 100% of the accommodation charge

Article 9. Payment of Accommodation Charges

1. Accommodation charges shall be paid at the Front Desk at the time of his/her check-in by the Guest in \$ currency or by other alternative means such as coupons or credit cards acceptable to the Hotel. Personal checks shall not be accepted.

2. Accommodation charges shall be paid by the Guest even if he/she voluntarily does not stay at the guest room after the commencement of occupancy.

Article 10. Observance of Rules and Regulations

The Guest shall observe the Rules and Regulations established by the Hotel and posted within the premises of the Hotel.

Article 11. Rejection of Continued Occupancy

The Hotel may reject continued occupancy of the room, even within a period accepted, in the following circumstances:

(1) When the Guest comes under any provisions of Items 3 to Item 8 of Article 2;

(2) When the Guest does not observe the Rules and Regulations in the preceding article.

Article 12. Liability of the Hotel

1. The liability of the Hotel concerning accommodation starts at the earlier time of either when the Guest is registered at the Front Desk or when the Guest enters the room and terminates at the time when the Guest leaves the room to depart.

2. When the Hotel is unable to provide the contracted rooms, the Hotel shall arrange other accommodations of the same standard, insofar as possible, with the consent of the Guest. 3.

3. Notwithstanding the provisions of the preceding paragraph, when the Hotel is unable to arrange other accommodations, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges for the accommodations. However, when the Hotel is unable to provide accommodations due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

4. The Hotel shall not assume any responsibility for accidents caused due to the Guests' noncompliance with the Rules and Regulation posted within the Hotel.

Rules and Regulations

The Guests are kindly requested to observe the following Rules and Regulations under Article 10 of the Terms and Conditions for Accommodation Contracts, to maintain the Hotels' public nature and safety.

In the event that the Guest fails to comply with the Rules and Regulations, the Hotel reserves

the right to reject the continued occupancy of the room under Article 11 of the Terms and Conditions for Accommodation Contracts.

- (1) Be sure to check the evacuation routes posted on the inside of the guest room door.
- (2) Do not smoke in bed or areas where a fire may be triggered.
- (3) The following articles cannot be brought into the Hotel.
 - (a) Animals and birds.
 - (b) Things with offensive smells.
 - (c) Numerous articles.
 - (d) Explosive or flammable articles such as gunpowder and gasoline.
 - (e) Illegally owned guns, swords and others.
- (4) Do not invite visitors to the room or let them use the facilities and articles of the room without good reason.
- (5) Do not gamble or get involved in immoral acts in the room or the hallway.
- (6) Do not give annoyance or disturbance to other Guests by making a loud noise.
- (7) Do not distribute advertising material to other Guests in the Hotel.
- (8) Be aware that the Guest's long-term stay at the Hotel does not grant occupancy rights and any legal rights pertaining to residency.
- (9) Do not leave shoes or other belongings in the hallway or the lobby.
- (10) Do not use the room or the lobby as an office or a business site.