

# General Terms and Conditions of Use for Parking Lot

Name: Hotel New Otani Nagaoka Parking Lot

Operator

Corporate Name: Coop Building Inc.

Commercial Name: Hotel New Otani Nagaoka

Representative: MORI, Yasuji - Chief Executive Officer

Address: 8-35, Dai-machi 2-chome, Nagaoka-city, Niigata Prefecture

Main Phone: 0258-37-1111

## 1. General Rules

The following Terms and Conditions (hereinafter referred to as 'these Regulations') apply to the use of the parking lot or other spaces (hereinafter referred to as 'the Parking Lot') managed by Hotel New Otani Nagaoka (hereinafter referred to as 'the Hotel').

## 2. Scope of Responsibility in Parking Lot Operation

The Operator shall only provide a place for users to park their vehicles, regardless of whether or not the keys to the vehicle have been deposited to the Operator, and shall not be held responsible for the loss or damage of the vehicles. However, if the loss or damage is caused due to the Operator's intentional or gross negligence in managing the parking lot, the Operator shall be responsible for compensation.

## 3. Definition of Terms

Definitions of terms in the regulations shall be as follows:

- "Operator" refers to Coop Building Inc. (commercial name: Hotel New Otani Nagaoka);
- "Parking Lot" refers to specific areas reserved for the parking of vehicles on the premises of the Operator;
- "Parking Entry Machine" refers to the equipment used to issue an entry ticket or to accept a monthly parking pass according to a monthly contract for using the parking lot (hereinafter referred to as the "entry machine");
- "Entry Ticket" refers to a ticket issued by the parking lot entry machine before pulling into the parking lot;
- "Validated Entry Ticket" refers to an entry ticket with hourly validated discount by each destination.
- "Validation Coupon" refers to an hourly discount coupon issued by each destination.
- "Automated Payment Machine" refers to the equipment used to collect entry tickets and/or validation coupons, and to automatically settle the parking fee or to accept monthly parking passes when pulling out of the parking lot;
- "Vehicles" refer to motor vehicles except motorcycles specified in Article 2, Item 4 of the Parking Lot Act, other than small-sized special motor vehicles;

- "Operation" refers to providing users with parking spaces for their use.
- "User" refers to those who intend to use a parking lot to park their vehicle, such as the driver or passenger of such vehicles.
- "Owner" refers to the Owner or User of the vehicle specified in the vehicle inspection certificate.
- "Monthly Parking Pass" refers to a pass that allows a user to use a parking spaces on a monthly basis( month-to-month contract) as stipulated in Article 20 of these Regulations.

#### 4. Conclusion of Agreement

Pulling into the parking lot by the User shall be deemed to be the conclusion of an agreement to leave a vehicle at the parking lot, between the Operator and the user under these Regulations. Should a user pull into the parking lot with no agreement on these Regulations, the User shall be deemed to have agreed to the regulations before driving the vehicle into the parking lot.

#### 5. Hours of Operation

Hours of operation for this parking lot shall be 24 hours a day, 365 days a year in general.

#### 6. Parking Duration on Hourly Use

The maximum parking duration for every single-use (excluding use with a Monthly Parking Pass) is seven days (168 hours) after the entry ticket is issued. However, the parking duration may be extended at the discretion of the Operator in case of unavoidable circumstances.

Guests intending to stay at the hotel may use the parking lot according to the period of their stay on one vehicle per room basis at every use. However, use of the parking lot on the day of departure shall be no later than 11:00 a.m.

#### 7. Requirements for Usage

Use of this parking lot shall be subject to the following requirements:

- Guests intending to stay at the hotel may use the parking lot on one vehicle per room basis from 2:00 p.m. on the day of arrival until 11:00 a.m. on the day of departure. The entry tickets for staying guests need to be validated by the Reception Desk each time before pulling out of the parking lot;
- As a general rule, visitors intending to use food and beverage outlets, to attend meetings or gatherings at the venues, or to visit tenant outlets and other facilities are allowed to use the parking lot on one vehicle per person basis. Before pulling out of the parking lot, the user shall previously ask at the destination whether a validation coupon will be issued, or whether a validation to the entry ticket for hourly discount will be provided, the User shall insert the entry ticket and the validation coupon into the automated payment machine in that order, and if a shortfall is shown on screen, the User shall then pay in cash before pulling out. However, if the entry ticket has been validated for hourly discount, the User shall insert only the entry ticket into the machine, and if a shortfall is shown on screen, the User shall pay in cash before pulling

out; and

- Parking fees for those who is intending to attend a single event at the NC Hall (theater) or a meeting specifically designated by the Operator are not subject to any discount.

#### 8. Interruption of Operation

The Operator may wholly or partially interrupt its operation, close off driveways, or evacuate the vehicles from the parking lot (hereinafter referred to as the “interruption of operation”) under any of following circumstances:

- When natural disaster, fire, flood, explosion, damage to parking facilities/equipment, or similar incidents have occurred or are likely to occur;
- When continued operation is deemed inappropriate for security reasons;
- When improvement work, cleaning, or sterilization is required;
- When instructed by the local government or the police; or
- In other cases where the Operator deems that there are unavoidable reasons.

#### 9. Requirements for Vehicle Sizes, etc.

The size of a vehicle that may park in a parking lot shall not exceed 5.1meters(16.7ft) in length and 2.0meters(6.6ft) in width, including the loads or attachments. Motorcoaches and minibuses shall be assigned to other locations designated by the Operator. However, for motorcycles, motorized bicycles, and bicycles, contact the Guest Relations Desk for other locations to park them. Unregistered vehicles, have expired inspection stickers, or are otherwise illegally modified may not be parked.

#### 10. Pulling into and Out of the Parking Lot

When pulling into a parking lot, Users shall stop their vehicles at the parking entry gate, receive an entry ticket from the entry machine, and enter the lot upon ensuring that the gate bar is raised. When pulling out of the parking lot, Users shall insert the entry ticket into the automated payment machine to pay the applicable fee at the exit gate, and then pull out after ensuring that the gate bar is raised. When Users staying at the hotel intend to pull out during the stay, an accommodation validation is required for the entry ticket by the Reception Desk before pulling out, and shall insert the validated entry ticket into the automated payment machine at the exit gate. And pull out after ensuring that the gate bar is raised. For users staying at the hotel, there is no need to settle the parking fees using the automated payment machine since the fees have already been charged to the Users at the Reception Desk. Also, when Users staying at the hotel are pulling out after the check-out time (11:00 a.m.) on the day of departure, extra parking fees will be made at the Users’ expense.

A User who signed a monthly parking lot contract with the Operator (hereinafter referred to as “a monthly parking contract User”) under Article 20 is allowed to use the parking lot within the contract period. When pulling into the parking lot, the User shall stop at the entry gate, insert the monthly parking pass into the entry machine (to verify the monthly parking pass), and enter the parking lot upon ensuring that the gate bar is raised. When pulling out of the parking lot, the User shall stop at the exit gate, insert the monthly parking pass into the automated payment machine, and exit the parking lot

upon ensuring that the gate bar is raised. Entry and exit gates may be closed whenever it is necessary for the management of the parking lot.

#### 11. Relocation of the Parked Vehicles

The Operator may request Users to relocate their parking position when necessary for the management of the parking lot.

#### 12. Traffic in the Parking lot

Users shall observe the following restrictions relating to vehicle traffic in the parking lot:

- Drive slowly;
- No overtaking;
- Let exiting vehicles go first;
- Drive quietly and avoid unnecessary use of the horn; and
- Obey the signage and direction boards.

#### 13. Rules to be Observed

In any case other than as provided in the previous Article, Users shall observe the following rules in the parking lot:

- No smoking or use of fire;
- In the event of an accident or damage to the entry or exit gate bar, other equipment, or other parked vehicles (including attachments and loads), immediately notify the Reception Desk;
- No entry into other Users' parking spaces and do not touch the parking equipment without particular reasons;
- No sleeping, drinking alcohol, gambling, making loud noises, etc;
- Do not wash or fix the vehicle other than under unavoidable circumstances;
- Do not fuel the vehicle or defuel the vehicle;
- Always turn off the engine while being parked, close the windows, and lock the doors and trunk to avoid theft before leaving the vehicle;
- No sales activities, speech making, promotions, fund-raising activities, signature campaign, etc;
- Do not leave infants or the elderly alone in a parked vehicle;
- Do not leave animals in a parked vehicle; and
- Do not engage in any other activities that may interfere with the operation of the parking lot or cause inconvenience to other users.

#### 14. Right to Deny Entry

When the parking lot is full or unavailable, the Operator reserves the right to change lot usage by denying entry or requesting vehicles to leave at their discretion in any of the following circumstances:

- When there is a risk of damage to or defacement of the parking facilities, equipment, other vehicles, their loads or attachments;
- When flammables, explosives, or other hazardous materials are loaded or attached to the vehicle;

- When making intense noises or giving off a terrible smell or odor;
- When unsanitary items are loaded or attached to the vehicle, or when there is a risk of overflowing or leaking of unsanitary fluids from the vehicle;
- When a driver is under the influence of alcohol, or is likely to drive recklessly; or
- When there is any other impediment to the operation of the parking lot.

#### 15. Right to Deny Exits

The Operator reserves the right to deny vehicles to exit at their discretion under any of the following circumstances:

- When the User fails to return(insert) the parking stub into the automated payment machine without due reasons;
- When the User fails to pay the required parking fee without due reasons;
- When a User who signed a monthly parking contract loses the pass card, the User may be denied to exit the lot until being verified as a User signed the contract; or
- When there is any other impediment to the operation of the parking lot.

#### 16. Response to Accidents

When an accident has occurred or is likely to occur in a parking lot, the Operator may move the vehicle or take other necessary measures. The Operator shall also notify the local police regardless of whether the accident is a property damage accident or an accident causing injury.

#### 17. Parking Fee Collection and Creating Receipts

When pulling out of the parking lot, the applicable parking fee is collected by the automated payment machine at the exit gate and is paid as shown on the screen. Also, if a receipt is required, press the "Receipt" button on the machine for receipt. However, if necessary for the management of the facilities, or if the automated payment machine breaks down, the fee may be collected by an attendant of the Hotel.

The applicable parking fee for the staying guest shall be charged to the guest's room account on a one-vehicle per room basis by the Reception Desk, and the guest shall settle them at the time of check-out. However, the staying guest may pull out of the parking lot at no extra fee until 11:00 a.m. (check-out time) on the day of departure.

When the User has a validation coupon provided by each destination (food and beverage outlets, meeting and reception venues, or tenants), or when the entry ticket has been validated by the destination for the specified hours of free parking, the User shall insert the entry ticket and/or the validation coupon in order into the automated payment machine, and shall pay a parking fee in cash if any shortage is indicated on the screen.

As for a receipt for staying guests, since a receipt is issued when the accommodation expenses and parking fees are settled together at the Reception Desk at the time of check-out, the automated payment machine no longer issues any receipt.

The monthly parking contract User shall transfer the predetermined parking fee (an amount equivalent to a single month's use) to the bank account designated by the Operator until the end of every previous month under Article 20 of these Terms and Conditions. However, when the User has signed a monthly parking lot contract in the middle

of a month, the parking fee for that month shall be calculated on a prorated basis and is to be paid by the User in advance for that month. The Operator shall concurrently issue a monthly parking pass to the monthly parking contract User under the contract. When the User who signed a monthly parking lot contract intends to cancel the contract in the middle of a month, the cancellation refunds shall be calculated on a prorated basis according to the number of remaining days including the day the parking lot is no longer used and shall be refunded to the User with deducting the required handling fee from the calculated amount. In the event that the parking lot cannot be used temporarily due to suspension of operations or other reasons as provided in Article 8, the fee for the relevant duration shall be refunded without deducting the relevant handling fee.

#### 18. Hourly Parking Fees

Hourly parking fees per vehicle shall be as shown in Table 1. These fees are subject to change without notice.

#### 19. Hours subject to the Hourly Parking Fees

Hourly parking fees are subject to the duration from the time stamp on the parking stub issued at the time of entry until the time of exit.

#### 20. Monthly Parking Contract

When a User applies for a monthly parking contract to the Operator, the Operator may conclude a monthly parking contract with the User only when the Operator deems that there is sufficient space for renting out the parking lot on a monthly basis. In such cases, the monthly parking fee shall be determined separately. Also, a monthly parking pass will be issued to the User upon completion of the contract under the following conditions:

- a. Monthly parking pass is not subject to transfer or sublet to others.
- b. User shall notify the Operator of the registration number, model name, and color of the vehicle to be used. The same shall apply when changing the vehicle to be used.
- c. In the event that the parking lot is closed for operation as provided for in Article 8, the Operator may refuse the use of the parking lot to the Users under the monthly parking contracts. In such a case, the parking fees covering the period for which the Users were unable to park shall not be refunded.
- d. In the event that the User under the monthly parking contract parked exceeding the period of validity of the monthly parking pass, its calculation of the parking fee for the excess time shall be under the provisions of Article 18.
- e. The User under the monthly parking contract may not use the parking lot for any purpose other than the parking of the vehicle.
- f. In the event that the User under the monthly parking contract engages in considerable disorderly conduct in the parking lot and is likely to hinder its operation, the monthly parking contract may be terminated at the discretion of the Operator.

#### 21. Penalties for Abuse of Parking Lot

In the event that Users for hourly use of the parking lot (other than Users for monthly

use of the parking lot) forcibly exited a vehicle without paying the applicable parking fees, a penalty equivalent to twice the applicable parking fees must be paid by the user in addition to the applicable parking fees.

In the event that Users for monthly use of the parking lot abuse their monthly parking pass in any of the following circumstances, the Operator shall take away their monthly parking pass as invalid, and a penalty equivalent to twice the amount of the hourly parking fee for the abuse shall be paid to the Operator in addition to the monthly parking fee previously paid by the User. In this case, the monthly parking fee previously paid to the Operator is not refunded to the User.

- a. In the event that the User has used the monthly parking pass to use a parking space for a vehicle which has not been notified to the Operator under the monthly parking contract.
- b. In the event that a monthly parking pass has been physically or electronically modified by the User or the third party.
- c. In the event that a monthly parking pass has been used beyond the expiration date of validity.

## 22. Request for Removal of Vehicles

In the event that an hourly User (except for staying guests and Users of a monthly parking pass) has parked a vehicle for a period exceeding the period specified in Article 6 without prior notice to the Operator, or in the event that a User of a monthly parking pass has parked a vehicle for a period exceeding 7 days (168 hours) consecutively after the expiration, cancellation or termination of the monthly parking contract. In this case, the Operator may request these Users to remove the vehicle by the date specified by the Operator, either through a notice or through posting in the parking lot.

At the time of removal, the owner or user shall pay 400 yen per hour as a penalty for unauthorized parking from the time of entry until the time of removal.

In the event that a User has rejected or been unable to remove the vehicle as provided for in the preceding paragraph, or in the event that the Operator is unable to ascertain the User in the absence of negligence on the part of the Operator, the Operator may request the owner of the vehicle (referring to the owner and the user stated in the Vehicle Inspection Certificate; hereinafter the same shall apply) to remove the vehicle and may transfer it to the owner by the date designated by the Operator, either through a notice or a posting in the parking lot. In this case, the User shall be deemed to have waived all rights pertaining to the transfer of the relevant vehicle and shall not file any objection or claim against the Operator for the transfer of the relevant vehicle or otherwise. In cases where a request for removal is made in writing, if the User or Owner does not remove the vehicle by the date designated by the Operator, a statement may be added to the document to the effect that the User shall be deemed to have rejected the request for removal. The Operator shall not be liable for any compensation if any damage is caused to the vehicle on or after the date designated under the provision of Paragraph 1, unless otherwise for reasons attributable to the Operator.

### 23. Searching inside the Vehicles

In the case of paragraph 1 of the preceding Article, the Operator may search the relevant vehicle (including its interior) to the extent necessary to ascertain the User or Owner.

### 24. Relocation of the Vehicles

In the event that there is a hindrance to the operation of the parking lot in the case of Article 22, paragraph 1, the Operator may relocate the vehicle to another location upon notifying the User or Owner, or posting a notice in the parking lot.

### 25. Disposal of the Vehicles

In the event that a User or Owner rejects or is unable to remove the relevant vehicle, or the Operator is unable to ascertain the User or Owner through no fault of the Operator despite a written notice or a notice posted in the parking lot requesting the User to remove the relevant vehicle within the period specified, but the vehicle eventually is not removed within the period specified, the vehicle may be sold, disposed of, or otherwise disposed of in the presence of an impartial third party, upon notice to the User or by posting a notice in the parking lot after a lapse of three (3) months from the date of the notice. In this case, if it is apparent that the market value of the relevant vehicle is less than the cost of disposal (including the storage after the notice), the relevant vehicle may be sold, disposed of, or otherwise disposed of in the presence of an impartial third party immediately after the expiration of the deadline for removal.

In the event that the relevant vehicle was disposed of under the provisions of the preceding paragraph, the Operator shall notify the User to that effect either through a written notice or posting a notice in the parking lot without delay.

In the event that income is gained from disposing of the relevant vehicle under the provisions of paragraph 1, the Operator shall deduct the parking fees, storage, removal, and disposing of the vehicle from that income, and then return the remaining amount, if any, to the User. However, any shortfall shall be at the expense of the User.

### 26. Custodial Responsibility

The Operator is responsible for custody of the User's vehicle from when the entry ticket is issued by the parking entry machine until it is collected by the automated payment machine (from checking a monthly parking pass at the entrance until checking a monthly parking pass at the exit for monthly parking Users). However, the Operator shall not assume such responsibility beyond the Operator's reasonable control in the management of the parking lot, even though the Operator did not fail to exercise due care of a prudent manager in the management of the parking lot.

The Operator shall not be responsible for custody of the vehicle after the entry ticket has been collected at the exit (or, in the case of a user of the monthly parking pass, its monthly parking pass has been inserted into the automated payment machine). However, this shall not apply if it is proven that the Operator has failed to exercise due care of a good manager in the management of the parking lot.

## 27. Liability for Damages

In principle, the Operator is held liable for compensating loss and damage of the relevant vehicle in the parking lot to the User or Owner, with due consideration to the market value of the relevant vehicle and the extent of its damage. However, this shall not apply in cases where the relevant vehicle has been in custody under the provisions of Article 26, or where the Operator has verified that they have properly exercised due care of a prudent manager in the management of the parking lot.

## 28. Disclaimers

The Operator shall not be held responsible for compensation when damages are caused to the vehicle or its User in the parking lot under any of the following circumstances beyond the reasonable control of the Operator unless otherwise caused by intentional or gross negligence on the part of the Operator:

- Natural disasters and other unavoidable accidents including accidents due to flying or falling object;
- Damages to the loads or attachments;
- Accidents caused by the vehicle's loads or attachments;
- Collisions, accidental contacts, and other accidents;
- Interruption of Operation etc. under the provisions of Article 8;
- Cases under the provision of Article 16;
- Damage due to violation of the provisions of Article 12 and 13;
- Damage due to troubles between Users, or caused by third parties;
- Losses of vehicle, loads, or attachments by theft; or
- Other damage due to the User's own action or behavior.

## 29. Compensation for Damages

When the Operator has sustained damage for reasons attributable to a User, the Operator may claim compensation for the damage from that User.

## 30. Amendments to these Regulations

These Regulations correspond to the Standard Terms and Conditions in standard business transactions under the Civil Code (hereinafter referred to as 'the Code'), and any part of these Regulations may be amended by the hotel in accordance with the provisions of the Code if such amendment is considered beneficial in general to the Users or necessary for reasonable and probable cause. Amendments to these Regulations shall be published on the official website and apply from the effective date indicated on the relevant page.

## 31. Severability

The provisions of these Regulations are severable, and in the event any provision hereof is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not in any way affect the validity, legality or enforceability of the remaining provisions hereof. If any provision of these Regulations is held to be invalid or unenforceable with relation to specific Users, the validity or enforceability of the remaining

provisions or portions hereof shall not be affected thereby, unless the invalid or unenforceable provision is material and essential to the remaining Users.

### 32. Governing Language

These provisions are written both in Japanese and English. In the event of any discrepancy or conflict between the two versions of these provisions, the Japanese language version shall prevail in all respects.

### 33. Jurisdiction and Applicable Laws

Any dispute arising from/or related to these provisions shall be subject to the exclusive jurisdiction of the Niigata District Court as court of first instance that has jurisdiction over the headquarters location of Hotel New Otani Nagaoka and shall be resolved in accordance with the laws of Japan, without reference to principles of conflict of laws.

### 34. Matters not stipulated by these Regulations

Matters not stipulated by these Regulations will be processed under the provisions of the laws of Japan.

### 35. Effective Date

These Regulations shall be effective as of April 1, 2021 (Japan Standard Time).

Table No.1 – Parking Fee Schedule (relevant to Article 18)

Destination		Parking Duration	Fees (incl. taxes)	Extra fees
Accommodations	Private Passenger Vehicle	Per night (per room)	JPY1,000.00 per vehicle	In and Out privileges from 2:00 p.m. on the day of arrival until 11:00 a.m. on the day of departure. Thereafter, an extra 200 yen is added for each 30 minutes.
	Minibus	Per night(per group)	JPY2,000.00 per vehicle	
	Motorcoach		JPY2,400.00 per vehicle	
Food & Beverage Outlets	Spending up to 1,000 yen	Up to 1 hour	Free up to the duration on the left per vehicle.	Thereafter, an extra 200 yen is added for each 30 minutes.
	Spending exceeds 1,000 yen	Up to 2 hours		
Venue events	Meeting (No food and beverage)	Up to 2 hours	Free up to the duration on the left per vehicle.	
	Reception (With food and beverage)	Up to 3 hours	Free up to the duration on the left per vehicle.	
	Wedding Reception	Up to 6 hours	Free up to the duration on the left per vehicle.	
Tenants (Outlets)		Every 30 minutes.	JPY200.00 per vehicle	
Arts & Crafts Learning Programs		Up to 3 hours	Free up to the duration on the left per vehicle.	Thereafter, an extra 200 yen is added for each 30 minutes.
Theater (NC Hall) Nonguests		Every 30 minutes.	JPY200.00 per vehicle	No discount applicable. Thereafter, an extra 3,000 yen is added for each 24 hours or less than 24 hours.
		Up to 24 hours	JPY3,000.00 per vehicle	