

Regulations for Use of Function Rooms and for Wedding Receptions

Agreements for use of the function and event venues and related agreements between Hotel New Otani Nagaoka (hereinafter referred to as "the hotel") and guests are subject to the following regulations. Notwithstanding previous provisions, guests shall comply with any separate agreement signed with the hotel.

1. Definition of terms

Events refer to meetings(conferences) and receptions including banquet events, corporate gatherings or private gatherings. Wedding refers to a wedding ceremony and/or a wedding reception. Venues and function rooms refer to spaces used for events such as meetings(conferences), receptions and for weddings.

2. Hours of Events and Additional Charges

The guest is entitled to use the venue at the hotel during the period of time agreed upon in advance. The hotel may permit the guest to occupy the venue beyond the scheduled ending time agreed upon depending on availability. In such case additional charges will be incurred to the guest accordingly. However, the hotel may not comply with their request for extending the time due to prior commitments at the same venue.

3. Confirmation of Guaranteed Attendees

The guest shall inform the hotel of the final number of guaranteed attendees 2 business days prior to the date of the event, or as stipulated in a separate agreement. Since all arrangements will be completed until then, all expenses shall be paid by the guest even if the actual number of attendees decreases. If the number of attendees decreases by more than 10% of the initial number of attendees, the guest shall inform the hotel 10 business days prior to the date of the event. As for a wedding, the guest shall inform the hotel of the final number of guaranteed attendees 7 business days prior to the date of the wedding, or as stipulated in a separate agreement. Since all arrangements will be completed until then, all expenses shall be paid by the guest even if the actual number of attendees decreases. Besides the above expenses, actual expenses (if any) incurred to the hotel at the time notice of cancellation or changes in the number of attendees is given shall also be paid by the guest. If the number of attendees decreases by more than 30% of the initial number of attendees or is to be substantially lower than the average capacity of the venue, the venue may be transferred to another at the discretion of the hotel.

4. Application Fee

When the application for a wedding has been made, the guest is requested to pay 50,000 yen as an application fee within a specified time. An agreement for a wedding comes into effect upon signature of the written application for a wedding and upon receipt of the application fee by the hotel. Also for meetings and events, the guest may be required to make an advance payment at the discretion of the hotel.

5. Payment

The total amount of expenses as stated in a quotation or in an invoice (or any outstanding expenses if the guest has paid an application fee or advance payment) are to be paid in Japanese currency, in cash, by bank transfer or by credit card at least 14 business days prior to the event principally, unless all expenses are paid in advance. Also for a wedding, all expenses (or any outstanding expenses if the guest has paid an application fee or advance payment) are to be paid in Japanese currency, in cash, by bank transfer or by credit card at least 5 business days prior to the wedding principally. The guest is

allowed to use a credit card to pay both for wedding and event expenses up to the spending limits of one million yen, and the remaining balance is to be paid in cash. Any final balance outstanding is to be settled within 14 business days after the event or the wedding. In the event all expenses are not paid within a specified time, the agreement for a wedding shall be terminated at the sole discretion of the hotel, and the guest will bear a cancellation fee incurred in accordance with Article 7 of these regulations.

6. Joint Liability for Weddings

Both families hosting their wedding shall be jointly and severally liable for settlement of any balance outstanding of the expenses for wedding.

7. Cancellation Fee/Date Change Fee

When the contracted venue is cancelled or event date is changed, cancellation fee or date change fee shall be paid by the guest as indicated below. Besides, actual expenses (if any) incurred to the hotel until when notice of cancellation or change in the date is given shall also be paid by the guest.

[Meetings and Events]

Days to the event	Cancellation / Date Change Fee
180 days to 121 days prior to the event day	25% of the regular conference rate for 4 hours or 8 hours and actual expenses
120 days to 90 days prior to the event day	30% of the regular conference rate for 4 hours or 8 hours and actual expenses
89 days to 60 days prior to the event day	40% of the regular conference rate for 4 hours or 8 hours and actual expenses
59 days to 30 days prior to the event day	50% of the regular conference rate for 4 hours or 8 hours and actual expenses
29 days to 10 days prior to the event day	70% of the estimated amount and actual expenses
9 days to 1 day prior to the event day	80% of the estimated amount and actual expenses
On the event day	100% of the estimated amount and actual expenses

[Comments]

- 1.If the overall hours of the event exceeds 4 hours, 8- hour regular conference rate applies for cancellation and date change. Conference rate refers to rate for use of the venue mainly for conference.
2. Actual expenses refer to any cost incurred by the hotel until the time notice of cancellation or date change is provided. These expenses are subject to tax.

[Weddings]

Days to the wedding	Cancellation Fee	Date Change Fee
From the date the guest has applied until 120 days prior to the wedding day.	One half of application fee and actual expenses	No Fee
119 days to 100 days prior to the wedding day	Full application fee and actual expenses	One half of application fee
99 days to 80 days prior to the wedding day	Full application fee, 20% of the estimated amount and actual expenses	Full application fee and actual expenses
79 days to 60 days prior to the wedding day	Full application fee, 30% of the estimated amount and actual expenses	Full application fee, 10% of the estimated amount and actual expenses
59 days to 30 days prior to the wedding day	Full application fee, 40% of the estimated amount and actual expenses	Full application fee, 20% of the estimated amount and actual expenses
29 days to 10 days prior to the wedding day	Full application fee, 50% of the estimated amount and actual expenses	Full application fee, 40% of the estimated amount and actual expenses
9 days to 1 day prior to the wedding day	Full application fee, 80% of the estimated amount and actual expenses	Full application fee, 50% of the estimated amount and actual expenses
On the wedding day	Full application fee, 100% of the estimated amount and actual expenses	Full application fee, 100% of the estimated amount and actual expenses

[Comments]

1. Conference rate refers to rate for use of the venue mainly for conference. Reception rate refers to rate for use of the venue mainly for reception or banquet. Trade show rate refers to rate for use of the venue specifically for trade show or exhibition. Service charges and taxes are not subject to cancellation fees and date change fees.
2. Estimated amount is referred to as an initial quotation or the latest quotation presented to the guest.
3. If a food price per person has not been determined in the quotation even when notice of cancellation was given, a standard food price at 15,000yen per person applies for cancellations and date changes.
4. Actual expenses refer to any cost incurred by the hotel until the time notice of cancellation or date change is provided. The above expenses are subject to tax.

8. Decorations and Entertainment

Set-up, sound, lights, entertainment, decorations, flower arrangements, boards/banners, party favors and attendants at party are to be arranged by the hotel or preferred vendors by the hotel. When using vendors other than preferred vendors by the hotel, prior notice to the hotel for authorization is essential. To protect the property of the hotel and its scenic presence, all arrangements for the above items, needed personnel, transportation of materials and set-up by vendors who are not preferred by the hotel shall be adequately discussed previously with the hotel. If necessary, personnel expenses incurred to attend carrying-in/out of the materials may be the responsibility of the guest. If there is any concern that a loud sound from percussion or live band performances of the guest choice might cause a nuisance to the neighboring venues, the hotel may have to decline request to use these performances at the venue.

9. Handling of Copyrighted Contents

Unauthorized use of any digital content being edited privately such as video, music, song, photo image or literal text in the venue could lead to copyright infringement and the guest shall discuss with the hotel previously.

10. Restriction on the Age of Attendants at party

Please note that employing minors under the age 18 as attendants at party is prohibited by the Law on Control and Improvement of Amusement Businesses. Violators are subject to penalties by the law. When using staffing operators of attendants at party being acquainted with the guest, the guest is liable to prevent the staffing operators from committing a crime of hiring minors illegally.

11. Surcharges for Handling Wedding Items prepared by the guest

Wedding items such as wedding attire, outfits, wedding favors and others for wedding which are prepared for wedding by the guest via vendors who are not preferred by the hotel are subject to surcharges for handling these items. In such case, the guest shall discuss with the hotel previously.

12. Prohibited Acts

The following are prohibited at the hotel:

- (1) Bringing the following into the hotel facilities
 - i Outside food or beverages (including coffee or tea)
 - ii Dogs, cats, birds, other pet animals or livestock except for guide dogs, service dogs and hearing assistance dogs
 - iii Explosive or flammable articles such as gunpowder or gasoline
 - iv Unlicensed firearms or swords and other prohibited or restricted items
 - v Articles with offensive odors or which make disturbing noises
- (2) Smoking anywhere outside of the specified smoking areas
- (3) Depositing money, high-value items, negotiable instruments, important documents, any item which has substantial monetary value, or leaving fragile item or perishable item at cloak room.
- (4) Creating a disturbance which disrupts other events.
- (5) Gambling
- (6) Moving fixtures or equipment.
- (7) Using the venue for purposes other than those agreed at the time of the booking.
- (8) Behavior banned by the laws of Japan
- (9) Other matters deemed necessary in the discretion of the hotel.

13. Liability of the Guest

The guest and agents who are not appointed by the hotel shall be held responsible for any damage caused to the building, facilities, equipment, or any other articles of the hotel. In the event of any damage being caused to these articles, the guest who signed the agreement for the venue will be required to pay for any repairs to such damaged article or the cost to wholly replace them. The hotel does not assume any responsibility for any accidents resulting in injury, theft, loss, or damage (irrespective of whether direct, indirect or consequential) arising from the use of the hotel facilities.

14. Right to Decline Function Room Contracts

The hotel has a right to decline a contract for use of the venue with guests under any of the following conditions.

- (1) When the attendee to the event is considered liable to conduct himself/herself in a manner contrary to the law or to act against public order and good morals at the sole discretion of the hotel.

- (2) If there is any concern that the event might lead to protest or harassing conduct against the organizers/attendees, and such speech and behavior are considered to be a nuisance to other guests or the neighboring residents.
- (3) When the attendee to the event is a member of an antisocial organization such as an organized crime group, concerned party of an organized crime group, extremist party or other antisocial organization ("organized crime groups") or is related to organized crime groups as stipulated in the Act for the Prevention of Wrongful Acts by Members of Organized Crime Groups.
- (4) When the attendee to the event is involved with any corporation, partnership or other entity controlled by organized crime groups or persons related to organized crime groups stipulated in the same Act.
- (5) When the attendee to the event is a board member of any corporation, partnership or other entity related to organized crime groups stipulated in the same Act.
- (6) When the attendee to the event is considered liable to conduct and/or has conducted himself/herself in a manner that is a nuisance to the other guests at the sole discretion of the hotel.
- (7) When the attendee to the event is considered liable to conduct violent or gambling behavior, inflicting injuries, making threats, blackmailing, or making coercive undue claims.
- (8) When the attendee to the event is considered to have used violence as means of extortion or made unreasonable demands of the hotel or its employees, or obstructed the hotel operations by fraudulence or force.
- (9) When the attendee violates these regulations.

15. Right to Terminate Function Room Contracts

The hotel has a right to terminate any further use of the contracted venue even during the event and to eliminate the attendees from the hotel at any time under any of the following conditions. Even if the event is terminated under any of the following conditions, a cancellation fee is to be paid in accordance with Article 7 of these regulations.

- (1) When the attendee to the event is considered to have conducted himself/herself in a manner contrary to the law or to have acted against public order and good morals at the sole discretion of the hotel.
- (2) When the attendee to the event is considered to have conducted himself/herself in a manner that is a nuisance to the other guests at the sole discretion of the hotel.
- (3) When protest activities or harassing behavior against organizers/attendees of the event are considered to have conducted, and such activities are considered to have been a nuisance to other guests or the neighboring residents.
- (4) When the attendee to the event is a member of an antisocial organization such as an organized crime group, concerned party of an organized crime group, extremist party or other antisocial organization ("organized crime groups") or is related to organized crime groups as stipulated in the Act for the Prevention of Wrongful Acts by Members of Organized Crime Groups.
- (5) When the attendee to the event is involved with any corporation, partnership or other entity controlled by organized crime groups or persons related to organized crime groups stipulated in the same Act.
- (6) When the attendee to the event is a board member of any corporation, partnership or other entity related to organized crime groups stipulated in the same Act.
- (7) When the attendee to the event is considered to have conducted violent or gambling behavior, inflicting injuries, making threats, blackmailing, or making coercive undue claims.
- (8) When the attendee to the event is considered to have used violence as means of extortion or made unreasonable demands of the hotel or its employees, or obstructed the hotel operations by fraudulence or force.
- (9) When the attendee is considered to have violated these regulations.

16. Handling of Personal Information

The hotel may collect and use personal information for operational and statistical purposes only, and personal information shall never be disclosed to third parties without the consent of the guest. However, the hotel may disclose legally personal information under court order and upon request of the investigating authority, or to protect the lives and properties of the guests in emergency situations. For further information, please refer to Policy for the Protection of Personal Information on the Hotel New Otani Group website.

17. Disclaimer

The hotel shall be released from any and all obligations or liabilities in case the performance by the hotel of any obligations under the agreement becomes unfeasible by their deadlines due to force majeure, natural disaster, war, government regulation or action, terrorism, civil disorder, disruption of transportation, spread of infectious disease or any other emergency beyond reasonable control. The hotel has a right to terminate the agreement at the discretion of the hotel in case under any of such situations.

18. Governing Language

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

19. Jurisdiction and Applicable Laws

Any dispute arising from/or relating to these regulations shall be subject to the exclusive jurisdiction of the Niigata District Court of Japan as the court of first instance and shall be resolved in accordance with the laws of Japan.

20. Supplementary Provision

These regulations are subject to change without notice.

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Hotel New Otani Nagaoka