

# Standard Private Lodging Agency Business Contract

## Chapter I General Provisions

### (Applicable Scope)

- Article 1 (1) This agency shall conclude a Private Lodging Agency Agreement with a lodger based on this contract. As for matters not provided in this contract, laws and regulations or generally established customs shall apply in this case.
- (2) Notwithstanding the provision of the preceding paragraph, provided this agency does not violate any laws and regulations and concludes a special provision with a scope that does not disadvantage the lodger in writing or via any other appropriate method, the special provision shall prevail.

### (Definition of Terms)

- Article 2 (1) The term “Private Lodging Agency Agreement,” as used in this contract, refers to a contract that this agency accepts to act as an agent, intermediary or broker according to the entrustment of lodgers and for them to receive the lodgment service at the notified housing offered by the Private Lodging Operator (hereinafter called the “Lodging Service”).
- (2) The term “Fees for the Private Lodging Agency Business,” as used in this contract, refers to the fees payable to this agency by lodgers for activities as a lodging service agency.
- (3) The term “Accommodation Charges,” as used in this contract, refers to accommodation fees and other expenses payable to the Private Lodging Operator and the prescribed Fees for the Private Lodging Agency Business (excluding fees for change and cancellation procedures) for this agency so that it can serve as a lodging service agency.
- (4) The term “Communication Agreement,” as used in this contract, refers to the Private Lodging Agency Agreement concluded with a cardholder member of a credit card company having a partnership with this agency (hereinafter called the “Business Partner”), following an application by the Internet or any other communication measures, which stipulates that the lodger agrees in advance that this agency makes payment of claims or obligations related to Accommodation Charges etc. based on the Private Lodging Agency Agreement on or after the day when the said claims or obligation should be performed in accordance with the separately stipulated credit card membership rule of the Business Partner, and that the Accommodation Charges etc. are paid by a method set forth in Article 16, paragraph (1) or (5).

- (5) The term “Electronic Notice of Acceptance,” as used in this contract, refers to a notice of acceptance of the application for the agreement, which is sent via email to the email address specified by the lodger in advance or otherwise transmitted through the telecommunications circuit connected between the electronic computer, fax equipment, telex, or phone (hereinafter called the “Computer, etc.”) used by this agency and the Computer, etc. used by the lodger.
- (6) The term “Card Use Date,” as used in this contract, refers to the date by which the lodgers or this agency should pay Accommodation Charges, etc. or execute the repayment obligation in accordance with the Private Lodging Agency Agreement.

(Completion of Agency Obligation)

Article 3 Provided this agency acts as an agency for the Lodging Service with the care of a good manager, the incumbent obligations imposed under the Private Lodging Agency Agreement are deemed to have been met. Accordingly, provided this agency has met said obligations incumbent on it, even if it cannot conclude an agreement to provide the Lodging Service with the Private Lodging Operator due to absence from work, inappropriate conditions and others, the lodger must still pay the prescribed Fees for the Private Lodging Agency Business to this agency. If a Communication Agreement has been concluded, the Card Use Date is the date by which this agency shall notify the lodger that agreement to provide the Lodging Service could not be concluded with the Private Lodging Operator.

(Deputy Agency)

Article 4 In executing the Private Lodging Agency Agreement, this agency may have another private lodging agent, a person who acts as a representative in the course of trade, or another auxiliary person inside or outside Japan act on behalf of the agency, in whole or in part.

## **Chapter II Agreement Establishment**

(Application for Agreement)

- Article 5 (1) Lodgers wishing to conclude a Communication Agreement with this agency must notify this agency of the credit card membership number and details of the requested Lodging Service.
- (2) A lodger wishing to conclude a Private Lodging Agency Agreement (excluding the Communication Agreement) with this agency must fill in the prescribed details on the prescribed form, then submit the same with the sum of application money specified by this agency.

(3) The application money in the preceding paragraph is deemed to cover part of the Accommodation Charges, cancelation charges and others payable by the lodger to this agency.

(Rejection of Conclusion of Agreement)

Article 6 This agency may not conclude a Private Lodging Agency Agreement if any of the following cases apply:

- (i) If the lodger cannot pay incumbent obligations relating to Accommodation Charges, etc., in whole or in part, according to the Business Partner's credit card membership rule because the lodger's credit card is invalid or for any other reasons when concluding the Communication Agreement;
- (ii) If the lodger is deemed a member of any "boryokudan" crime syndicate, an associate member of "boryokudan," "boryokudan" affiliated member, "boryokudan" affiliated company, or "sokaiya" racketeer group or other antisocial force;
- (iii) If the lodger engages in any violent act of extortion, unjustifiable extortion, threatening words and deeds, acts of violence, or acts equivalent to the former against this agency;
- (iv) If the lodger impairs this agency's reputation by spreading rumor, using fraudulent means or power, takes actions to obstruct this agency's business or engages in any similar activities;
- (v) In using this agency's service, if the lodger engages in any actions constituting mental abuse against a third party, actions against public policy, unnecessary repetitive contributions to this agency's website and other actions deemed inappropriate by this agency.

(Timing for the Establishment of Agreement)

Article 7 (1) The Communication Agreement shall be established when the Electronic Notice of Acceptance arrives at the lodger. However, if the way in which the notice of acceptance of the application for the agreement is issued differs from that for the Electronic Notice of Acceptance in the agreement, the agreement is deemed established when this agency issues acceptance of the application stipulated in Article 5, paragraph (1).

(2) The Private Lodging Agency Agreement (excluding the Communication Agreement) shall be established when this agency consents to conclude the agreement and accepts the application money in Article 5, paragraph (2).

(Special Provision for the Establishment of Agreement)

Article 8 (1) Notwithstanding the provision of Article 5, paragraph (2), this agency may

only establish a Private Lodging Agency Agreement when consent is received to conclude said agreement via a written special provision without receiving the payment of the application money.

- (2) In the case set forth in the preceding paragraph, the timing for establishing the Private Lodging Agency Agreement shall be clarified in the document set forth in the preceding paragraph.

(Special Provision of Accommodation Voucher)

Article 9 (1) Notwithstanding the provisions of Article 5, paragraphs (2) and (1) of the preceding article, this agency may accept oral applications for the Private Lodging Agency Agreement issuing a document showing the rights to receive the offer of a Lodging Service in return for Accommodation Charges.

- (2) In the case set forth in the preceding paragraph, the Private Lodging Agency Agreement shall be established when this agency accepts the conclusion of the agreement.

(Terms and Conditions of Transaction Explanations)

Article 10 (1) This agency shall provide the lodger with accommodation dates, details of the Lodging Service, Accommodation Charges and other charges normally required for the accommodation, matters concerning the responsibilities and exemptions of this agency, fees for change procedures, fees for cancellation procedures and other matters shown in each item of Article 40 of the Ordinance for Enforcement of the Private Lodging Business Act related to the Ministry of Land, Infrastructure, Transport and Tourism (Ordinance of the Ministry of Land, Infrastructure, Transport and Tourism No. 65 of 2017) and a point of contact to respond to complaints, inquiries and other messages from lodgers (hereinafter called the “Terms and Conditions of Transaction Explanations”) in methods using information communications technology by concluding the Private Lodging Agency Agreement.

- (2) In the case set forth in the preceding paragraph, this agency shall confirm that the Terms and Conditions of Transaction Explanations are recorded in a file in an electronic computer used by the lodger.
- (3) In the case set forth in the preceding paragraph, if the electronic computer used by the lodger lacks any file in which to record the Terms and Conditions of Transaction Explanations, this agency shall confirm that the Terms and Conditions of Transaction Explanations are recorded in a file (the scope of which is limited to that for the exclusive use of the lodger) in an electronic computer used by this agency, and the lodger read the Terms and Conditions of Transaction Explanations.
- (4) The scope of the Lodging Service, which this agency is responsible for representing

through the Private Lodging Agency Agreement depends on the provisions as per the Terms and Conditions of Transaction Explanations.

(Delivery of Written Documents)

Article 11 This agency may issue the Terms and Conditions of Transaction Explanations in writing (hereinafter called the “Written Explanation of Terms and Conditions of Transaction” in this Article) instead of providing the Terms and Conditions of Transaction Explanations using the information and communication technologies. However, this agency may not issue Written Explanation of Terms and Conditions of Transaction when accommodation vouchers or other documents showing the right to receive the provision of all the Lodging Services provided by this agency as an agency are issued.

### **Chapter III Changes and Cancellation of Agreement**

(Changes of Agreement Details)

Article 12 (1) The lodger can ask this agency to change the lodging schedule, details of the Lodging Service and other details of the Private Lodging Agency Agreement. In this case, this agency shall meet the requests of the lodger as much as possible.

(2) If details of the Private Lodging Agency Agreement are changed according to the lodger's request in the preceding paragraph, the lodger must bear cancellation charges, penalties payable to the Private Lodging Operator at the time of cancellation of the completed agency, or any other expenses required to change the agency as well as this agency's change procedure fees stipulated in advance to this agency. In addition, any increase or decrease in Accommodation Charges due to any amended details in the Private Lodging Agency Agreement shall be handled by the lodger.

(Voluntary Cancellation by Lodgers)

Article 13 (1) The lodger can cancel the Private Lodging Agency Agreement, in whole or in part, at any time.

(2) If the Private Lodging Agency Agreement is canceled based on the provision in the preceding paragraph, the lodger must bear the consideration for the Lodging Service which he/she has been offered or cancellation charge and penalty pertaining to the Lodging Service that he/she has not been offered, or any other expenses already paid or to be paid to the Private Lodging Operator, as well as the fees for the cancellation procedure prescribed by this agency in advance and the Fees for the Private Lodging Agency Business, which this agency should have obtained.

(Cancellation Attributable to Lodgers)

Article 14 (1) This agency may cancel the Private Lodging Agency Agreement if any of the following cases apply:

- (i) If the Communication Agreement is concluded, but the lodger is unable to settle obligations related to Accommodation Charges, etc., in whole or in part, according to the Business Partner's credit card membership rule, for example, to the fact that the credit card possessed by the lodger is invalid;
  - (ii) If the lodger does not pay Accommodation Charges by the prescribed date;
  - (iii) If it emerges that any of Article 6, paragraphs (ii) to (v) apply to the lodger.
- (2) If the Private Lodging Agency Agreement is canceled based on the provision in the preceding paragraph, the lodger must bear the cancellation charge and penalty related to the Lodging Service that he/she has not been offered, or any other expenses that have been paid or will be payable to the Private Lodging Operator, and pay the fees for the cancellation procedure prescribed by this agency in advance and the Fees for the Private Lodging Agency Business, which this agency should have obtained.

(Cancellation Attributable to This Agency)

Article 15 (1) If a lodging service as an agency becomes impossible for reasons attributable to this agency, the lodger may cancel the Private Lodging Agency Agreement.

- (2) If the Private Lodging Agency Agreement is canceled based on the provision in the preceding paragraph, this agency shall refund any Accommodation Charges collected to the lodger, excluding expenses that have been or will be paid to the Private Lodging Operator as a consideration for the services that have been offered to the lodger.
- (3) The provisions in the preceding paragraph shall not prevent the lodger from claiming for damages against this agency.

#### **Chapter IV Accommodation Charges**

(Accommodation Charges)

Article 16 (1) If the Communication Agreement is concluded, the Accommodation Charges is paid to this agency via the Business Partner's credit card without any signature from the lodger in a prescribed voucher. In this case, the Card Use Date is the date when this agency notifies the lodger of the details of the final Lodging Service to the lodger.

- (2) The lodger must pay Accommodation Charges to this agency by the time prescribed by this agency before the start of accommodation.
- (3) This agency may change the Accommodation Charges if Accommodation Charges are changed before the start of accommodation due to revision of charges by the Private Lodging Operator, currency changes and other reasons.

- (4) Any increase or decrease in Accommodation Charges shall be handled by the lodger.
- (5) If a Communication Agreement is concluded with the lodger and fees payable by the lodger are incurred under the provisions of Chapter 3 or 4, this agency shall receive payment of expenses via the Business Partner's credit card without any signature from the lodger in a prescribed voucher. In this case, the Card Use Date is the date when this agency notifies the amounts that the lodger should pay to this agency or this agency should refund to the lodger. However, when this agency cancels the Private Lodging Agency Agreement pursuant to Article 14, paragraph (1) and item (i), the lodger must pay expenses etc. that he/she should pay to this agency via the payment method and by the due date prescribed by this agency.

(Settlement of Accommodation Charges)

Article 17 (1) If the expenses to be borne by the lodger in expenses paid to the Private Lodging Operator to provide the Lodging Services by this agency as an agency and Fees for the Private Lodging Agency Business (hereinafter called the "Settled Accommodation Charges") do not match the amount collected as Accommodation Charges, this agency shall immediately settle the Accommodation Charges according to the next paragraph and paragraph (3) after the completion of accommodation.

- (2) If the Settled Accommodation Charges exceed the amount collected as Accommodation Charges, the lodger must pay the difference to this agency.
- (3) If the Settled Accommodation Charges are less than the amount collected as Accommodation Charges, this agency shall refund the difference to the lodger.

## **Chapter V Organization and/or Group Agency**

(Organization and/or Group Agency)

Article 18 This agency applies provisions of this chapter in concluding the Private Lodging Agency Agreement applied, when appointing a representative responsible for the lodgers simultaneously staying (hereinafter called the "Person Responsible for Agreement").

(Person Responsible for Agreement)

Article 19 (1) Unless the special provision is concluded, this agency shall deem that the Person Responsible for Agreement has any and all representative authority in concluding the Private Lodging Agency Agreement of lodgers constituting the organization and/or group (hereinafter called the "Members") and a deal concerning the Private Lodging Agency Business related to the organization and/or group shall be concluded with Persons Responsible for Agreement.

- (2) The Person Responsible for Agreement must submit a member list to this agency or notify this agency of the number of Members by the day prescribed by this agency.
- (3) This agency bears no liability for obligations and duties currently assumed or expected to be assumed in future by the Person Responsible for Agreement for Members.
- (4) If the Person Responsible for Agreement does not come along with the organization and/or group, this agency deems that the Member selected in advance by the Person Responsible for Agreement shall be deemed a Person Responsible for Agreement after the start of accommodation.

(Special Provision for the Establishment of Agreement)

Article 20 (1) In concluding the Private Lodging Agency Agreement (excluding the Communication Agreement, the same shall apply to the next paragraph.) with the Person Responsible for Agreement, notwithstanding the provision of Article 5, paragraph (2), this agency may approve the conclusion of the Private Lodging Agency Agreement without receiving any payment of application money.

- (2) If the Private Lodging Agency Agreement is concluded without receiving any payment of application money, based on the provision in the preceding paragraph, this agency shall issue a document stating to that effect to the Person Responsible for Agreement and the Private Lodging Agency Agreement shall be established when this agency issues the document.

(Change of Members)

Article 21 (1) When a request is received from the Person Responsible for Agreement to change Members, this agency shall comply with it as much as possible.

- (2) The cost required to increase or decrease Accommodation Charges and the other expenses due to the change in the preceding paragraph shall be borne by the Members.

## **Chapter VI Responsibilities**

(Responsibilities of This Agency)

Article 22 (1) In executing the Private Lodging Agency Agreement, this agency shall be responsible for liabilities for damages when it or a person/company substituting the agency based on the provision of Article 4 (hereinafter called the “Deputy Agency”) has intentionally or negligently damaged the lodger. This, however, is limited to cases where this agency receives a notice within two years from the day following that of the occurrence of damage.

- (2) If lodgers suffer damage owing to natural disasters, wars, riots, the cancelation of the Lodging Service provision by the Private Lodging Operator, orders from public offices or



any other causes beyond the control of this agency or its Deputy Agency, this agency shall not be liable for damages except in the case referred to in the preceding paragraph.

(3) As for the damage in paragraph (1) to baggage, notwithstanding the provision of the same paragraph and provided the lodger notifies this agency within twenty-one days from the day following that of the occurrence of damage, this agency shall compensate up to 150,000 yen per lodger (excluding cases involving any intentional act or gross negligence on the part of this agency).

(Responsibilities of Lodgers)

Article 23 (1) If the lodger damages this agency intentionally or negligently, the lodger must compensate for damages incurred.

(2) In concluding a Private Lodging Agency Agreement, the lodger shall endeavor to use the information provided by this agency and try to understand the rights and obligations of the lodger and other details of the agreement.

(3) If the lodger recognizes after the start of accommodation that the actual Lodging Service differs from that provided in line with the Terms and Conditions of Transaction Explanations, he/she must immediately report the fact to this agency, or its Deputy Agency or the Private Lodging Operator in his/her lodgment.

**Chapter VII Responses to Complaints, Inquiries**

(Responses to Complaints, Inquiries)

Article 24 This agency shall endeavor to respond to complaints, inquiries etc. concerning details of the Lodging Service or any other Terms and Conditions of Transaction Explanations from the lodger promptly and appropriately and try to solve aspects concerning the said complaints, inquiries etc. promptly and appropriately.