

宿泊約款

Accommodation Terms and Conditions

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宿泊約款

2025年8月31日

当宿泊施設名: **FOCUS KURAMAE**

第1条(適用範囲)

当宿泊施設が宿泊客との間で締結する宿泊契約及びこれに関連する契約は、この約款の定めるところによるものとし、この約款に定めのない事項については、法令等(法令又は法令に基づくものをいう。以下同じ。)又は一般に確立された慣習によるものとします。

- 2 当宿泊施設が、法令等及び慣習に反しない範囲で特約に応じたときは、前項の規定にかかわらず、その特約が優先するものとします。

第2条(宿泊契約の申込み)

当宿泊施設に宿泊契約の申込みをしようとする者は、次の事項を当宿泊施設に申し出ていただきます。

- (1) 宿泊者名、連絡先
 - (2) 宿泊日及び到着予定時刻
 - (3) 宿泊料金(原則として販売サイト掲載の宿泊料による。)
 - (4) その他、当宿泊施設が必要と認める事項
- 2 宿泊客が、宿泊中に前項第2号の宿泊日を超えて宿泊の継続を申し入れた場合、当宿泊施設は、その申し出がなされた時点で新たな宿泊契約の申し込みがあったものとして処理します。

第3条(宿泊契約の成立等)

宿泊契約は、当宿泊施設が前条の申し込みを承諾したときに成立するものとします。ただし、当宿泊施設が承諾をしなかったことを証明したときは、この限りではありません。

- 2 前項の規定により宿泊契約が成立したときは、宿泊期間の宿泊料を限度として当宿泊施設が定める申込金を、当宿泊施設が指定する日までに、お支払いいただきます。
- 3 申込金は、まず、宿泊客が最終的に支払うべき宿泊料金に充当し、第6条及び第18条の規定を適用する事態が生じたときは、違約金に次いで賠償金の順序で充当し、残額があれば、第12条の規定による料金の支払いの際に返還します。
- 4 第2項の申込金を同項の規定により当宿泊施設が指定した日までにお支払いいただけない場合は、宿泊契約はその効力を失うものとします。ただし、申込金の支払期日を指定するに当たり、当宿泊施設がその旨を宿泊客に告知した場合に限ります。

第4条(申込金の支払いを要しないこととする特約)

前条第2項の規定にかかわらず、当宿泊施設は、契約の成立後同項の申込金の支払いを要しないこととする特約に応じることがあります。

- 2 宿泊契約の申し込みを承諾するに当たり、当宿泊施設が前条第2項の申込金の支払いを求めなかった場合及び当該申込金の支払期日を指定しなかった場合は、前項の特約に応じたものとして取り扱います。

第4条の2(施設における感染防止対策への協力の求め)

当宿泊施設は、宿泊しようとする者に対し、旅館業法(昭和23年法律第138号)第4条の2第1項の規定による協力を求めることができます。

第5条(宿泊契約締結の拒否)

当宿泊施設は、次に掲げる場合において、宿泊契約の締結に応じないことがあります。

- (1) 宿泊の申し込みが、この約款によらないとき。
- (2) 満室(員)により客室の余裕がないとき。
- (3) 宿泊しようとする者が、宿泊に関し、法令の規定、公の秩序若しくは善良の風俗に反する行為をするおそれがあると認められるとき。
- (4) 宿泊しようとする者が、次の一から三に該当すると認められるとき。
 - 一. 暴力団員による不当な行為の防止等に関する法律(平成3年法律第77号)第2条第2号に規定する暴力団(以下「暴力団」という。)、同法第2条第6号に規定する暴力団員(以下「暴力団員」という。)、暴力団準構成員又は暴力団関係者その他の反社会的勢力
 - 二. 暴力団又は暴力団員が事業活動を支配する法人その他の団体であるとき
 - 三. 法人でその役員のうちに暴力団員に該当する者があるもの
- (5) 宿泊しようとする者が、他の宿泊客に著しい迷惑を及ぼす言動をしたとき。なお、本宿泊約款の附則2条に規定する、厚生労働省発表の旅館業法第5条第1項第2号(違法行為等)に該当し得る例(いずれの場合も宿泊しようとする者が先によっている場合を含む)の具体事例も含むものとする。
- (6) 宿泊しようとする者が、旅館業法第4条の2第1項第2号に規定する特定感染症の患者等(以下「特定感染症の患者等」という。)であるとき。
- (7) 宿泊に関し暴力的要求行為が行われ、又は合理的な範囲を超える負担を求められたとき(宿泊しようとする者が、障害を理由とする差別の解消の推進に関する法律(平成25年法律第65号。以下「障害者差別解消法」という。)第7条第2項又は第8条第2項の規定による社会的障壁の除去を求める場合は除く。)
- (8) 宿泊しようとする者が、当宿泊施設に対し、その実施に伴う負担が過重であって他の宿泊者に対する宿泊に関するサービスの提供を著しく阻害するおそれのある要求として、旅館業法施行規則第5条の6で定めるもの(本宿泊約款の附則3条にも原文ママ記載)を繰り返したとき。
- (9) 天災、施設の故障、その他やむを得ない事由により宿泊させることができないとき。
- (10) 宿泊しようとする者が、当宿泊施設の従業員及び他の宿泊客に対し、暴言、暴行、脅迫、恐喝、詐欺行為、当宿泊施設の従業員を長時間拘束する、又は当宿泊施設の従業員の業務の妨げとなる行為をする等、当宿泊施設内の平穏な運営を乱すおそれがあると認められるとき。
- (11) 宿泊しようとする者がソーシャルメディアサービス(SNS)や掲示板等に、当宿泊施設の従業員及び他の宿泊客に対する誹謗中傷等、又は事実と異なる内容や悪意のある書込みを行ったとき。
- (12) 宿泊しようとする者が泥酔者等で、当宿泊施設の従業員及び他の宿泊者に著しく迷惑を及ぼすおそれがあるとき、又は当宿泊施設の従業員及び他の宿泊者に著しく迷惑を及ぼす言動をしたとき。
- (13) 宿泊しようとする者が、過去に当宿泊施設又は株式会社PLAY&coが運営する宿泊施設に対してトラブルがあったとき。

第6条(宿泊客の契約解除権)

宿泊客は、当宿泊施設に申し出て、宿泊契約を解除することができます。

- 2 当宿泊施設は、宿泊客がその責めに帰すべき事由により宿泊契約の全部又は一部を解除した場合(第3条第2項の規定により当宿泊施設が申込金の支払期日を指定してその支払いを求めた場合であって、その支払いより前に宿泊客が宿泊契約を解除したときを除きます。)は、宿泊契約の申込みの際のキャンセルポリシーにより、違約金を申し受けます。ただし、当宿泊施設が第4条第1項の特約に応じた場合にあつては、その特約に応じるに当たって、宿泊客が宿泊契約を解除したときの違約金支払義務について、当宿泊施設が宿泊客に告知したときに限ります。
- 3 当宿泊施設は、宿泊客が連絡をしないで宿泊日当日の23:00(宿泊契約時にあらかじめ到着予定時刻が明示されている場合は、その時刻を1時間経過した時刻)になっても到着しないときは、その宿泊契約は宿泊客により解除されたものとみなし処理することがあります。

第7条(当宿泊施設の契約解除権)

当宿泊施設は、次に掲げる場合においては、宿泊契約を解除することがあります。

- (1) 宿泊客が宿泊に関し、法令の規定、公の秩序若しくは善良の風俗に反する行為をするおそれがあると認められるとき、又は同行為をしたと認められるとき。
- (2) 宿泊客が次の一から三に該当すると認められるとき。
 - 一. 暴力団、暴力団員、暴力団準構成員又は暴力団関係者その他の反社会的勢力
 - 二. 暴力団又は暴力団員が事業活動を支配する法人その他の団体であるとき
 - 三. 法人でその役員のうちに暴力団員に該当する者があるもの
- (3) 宿泊客が他の宿泊客に著しい迷惑を及ぼす言動をしたとき。なお、本宿泊約款の附則2条に規定する、厚生労働省発表の旅業法第5条第1項第2号(違法行為等)に該当し得る例(いずれの場合も宿泊しようとする者が先によっている場合を含む)の具体事例も含むものとする。
- (4) 宿泊客が特定感染症の患者等であるとき。
- (5) 宿泊に関し暴力的要求行為が行われ、又は合理的な範囲を超える負担を求められたとき(宿泊客が障害者差別解消法第7条第2項又は第8条第2項に規定による社会的障壁の除去を求める場合は除く。)
- (6) 宿泊客が、当宿泊施設に対し、その実施に伴う負担が過重であつて他の宿泊者に対する宿泊に関するサービスの提供を著しく阻害するおそれのある要求として、旅業法施行規則第5条の6で定めるもの(本宿泊約款の附則3条にも記載)を繰り返したとき。
- (7) 天災等不可抗力に起因する事由により宿泊させることができないとき。
- (8) 喫煙禁止場所での喫煙、寝室での寝たばこ、消防用設備等に対するいたずら、その他当宿泊施設に表示があつた場合の利用案内又は当宿泊施設従業員から説明があつた場合の利用案内の禁止事項に従わないとき。
- (9) 宿泊客が、当宿泊施設の従業員及び他の宿泊客に対し、暴言、暴行、脅迫、恐喝、詐欺行為、当宿泊施設の従業員を長時間拘束する、又は当宿泊施設の従業員の業務の妨げとなる行為をする等、当宿泊施設内の平穏な運営を乱すおそれがあると認められるとき。
- (10) 宿泊客がソーシャルメディアサービス(SNS)や掲示板等に、当宿泊施設の従業員及び他の宿泊客に対する誹謗中傷等、又は事実と異なる内容や悪意のある書込みを行ったとき。
- (11) 宿泊客が泥酔者等で、当宿泊施設の従業員及び他の宿泊者に著しく迷惑を及ぼすおそれがあると

き、又は当宿泊施設の従業員及び他の宿泊者に著しく迷惑を及ぼす言動をしたとき。

(12) 宿泊者が、過去に当宿泊施設又は株式会社PLAY & coが運営する宿泊施設に対してトラブルがあったとき。

(13) 宿泊者が、本宿泊約款の記載事項に違反するとき。

2 当宿泊施設が前項の規定に基づいて宿泊契約を解除したときは、宿泊客が既に支払い済みである宿泊料金当の返金は一切行いません。

第8条(宿泊の登録)

宿泊客は、宿泊日当日、当宿泊施設のフロントにおいて、次の事項を登録していただきます。

(1) 宿泊客の氏名、年齢、性別、住所、連絡先及び職業。

(2) 外国人にあつては、国籍、旅券番号、入国地及び入国生年月日。なお、チェックインの際にパスポートをコピー又は電子保存させていただきます。

(3) その他、当宿泊施設が必要と認める事項。

2 宿泊客が第12条の料金の支払いを、クレジットカード等により行おうとするときは、あらかじめ、前項の登録時にそれらを呈示していただきます。

第9条(客室の使用時間)

宿泊客が当宿泊施設の客室を使用できる時間は、到着日15:00から翌日10:00までとします。ただし、連続して宿泊する場合においては、到着日及び出発日を除き、終日使用することができます。

2 当宿泊施設は、前項の規定にかかわらず、同項に定める時間外の客室の使用に応じることがあります。この場合には次に掲げる追加料金を申し受けます。

(1) 出発日10:00を過ぎた時間を1時間単位で切り上げでの1時間あたり1000円。

(2) 出発日11:00を過ぎた場合は前1号の追加料金はいただかないが1泊分の宿泊料が追加料金となります。

第10条(利用案内の遵守)

宿泊客は、当宿泊施設内においては、当宿泊施設に表示があった場合の利用案内又は当宿泊施設従業員から説明があった場合の利用案内に従っていただきます。

第11条(営業時間)

当宿泊施設の主な施設等の営業時間は次のとおりとします。

フロント営業時間 8:00～23:00

2 前項の時間は、必要やむを得ない場合には臨時に変更することがあります。その場合には、適当な方法をもってお知らせします。

第12条(料金の支払い)

宿泊者が支払うべき宿泊料金等の内訳は、販売サイトに掲げるところによります。

2 前項の宿泊料金等の支払いは、第3条に定める申込金と宿泊料とで相殺できず宿泊料の方が多い場合、当宿泊施設が認めたクレジットカード等により、宿泊客の出発の際又は当宿泊施設が請求した時、フロントにおいて行っていただきます。なお、第9条に定める追加料金及び第18条に定める賠償又は

違約金も合わせて精算を行っていただきます。

- 3 当宿泊施設が宿泊客に客室を提供し、使用が可能になったのち、宿泊客が任意に宿泊しなかった場合においても、宿泊料金は申し受けます。

第13条(当宿泊施設の責任)

当宿泊施設は、宿泊契約及びこれに関連する契約の履行に当たり、又はそれらの不履行により宿泊客に損害を与えたときは、その損害を賠償します。ただし、それが次に示す当宿泊施設の責めに帰すべき事由によるものでないときは、この限りではありません。

- (1) 当宿泊施設は施設営業日において連泊者の個室又は連泊者のリネン交換を除き原則毎日清掃及び施設内安全確認を行いますが、他の宿泊者による、破壊、破損、汚染、重度特定感染症持込、害虫害獣持込、異臭物等持込、喫煙禁止にも関わらずの喫煙及び出火等の当日での発生又は発覚。
 - (2) 自然災害、火災、暴動、停電、断水、公共ガス停止及び行政機関による休業閉鎖要請。
 - (3) 食品で完封されているもの、第三者の提供する弁当などで当宿泊施設が手配のみに入っているもの又は宿泊客が自ら持ち込んだ飲食品についての、健康被害又は食中毒等。
 - (4) その他、当宿泊施設の責めに帰すべき事由によるものではないと一般的に捉えられるもの。
2. 当宿泊施設は、前項第1号及び第2号により宿泊を提供できないときは、提供できない当日1日分の宿泊料のみ返金の上、次条に定める他の宿泊施設のあつ旋を行います。ただし、あつ旋先の宿泊施設の宿泊料は宿泊者の負担となります。
 3. 当宿泊施設は、連泊する宿泊客から要望がある場合に限り、4日間に一度の頻度で無償にて客室のリネン交換、ゴミ回収及びアメニティ交換を行います。
 4. 当宿泊施設は、衛生管理上の理由により連泊中の宿泊客の部屋の清掃をさせていただく場合がございます。なお、清掃の実施にあたっては宿泊客へ、事前のお知らせ及び都合を配慮した上で行います。
 5. 当宿泊施設は、万一の火災等に対処するため、旅館賠償責任保険に加入しております。

第14条(契約した客室の提供ができないときの取扱い)

当宿泊施設は、宿泊客に契約した客室を提供できないときは、宿泊客の了解を得て、できる限り同一の条件による他の宿泊施設をあつ旋するものとします。なお、あつ旋先への移動交通費については、宿泊開始日当日で当宿泊施設フロントにお越しいただき他の宿泊施設をあつ旋した場合かつ当宿泊施設と宿泊者との合意となった場合のみ当宿泊施設で負担いたします。

- 2 当宿泊施設は、前項の規定にかかわらず他の宿泊施設をあつ旋ができないときは、違約金相当額の補償料を宿泊客に支払い、その補償料は損害賠償額に充当します。ただし、客室が提供できないことについて、当宿泊施設の責めに帰すべき事由がないときは、補償料を支払いません。また、移動交通費についても社会通念上において利用が適切でないもの及び過度なグレードアップは補償しません。

第15条(寄託物等の取扱い)

当宿泊施設は、宿泊客からの現金並びに貴重品については預かりません。万一、当宿泊施設が、宿泊客から現金並びに貴重品について預かった場合であっても宿泊客からあらかじめ種類及び価額の明告がなかったものは紛失又は毀損等の損害について、当宿泊施設は責任を負いません。

- 2 当宿泊施設のフロントへ、宿泊客が預けた物品について、紛失又は毀損等の損害が生じたとき、それが不可抗力である場合には当宿泊施設はその責任は負わず、損害賠償も免責されます。
- 3 当宿泊施設へ、宿泊客が持ち込んだものについて、当宿泊施設の故意又は重大な過失により、紛失又は毀損等の損害が生じたときは、当宿泊施設はその損害を賠償します。ただし、宿泊客からあらかじめ種類及び価格の明告のなかったものは、当宿泊施設に故意又は重大な過失がある場合のみ、当宿泊施設は5万円を限度としてその損害を賠償します。

第16条(宿泊客の手荷物又は携帯品の保管)

- 事前に宿泊客より当宿泊施設に荷物送付の連絡があり当宿泊施設が了承した場合に限り、宿泊に先立って当宿泊施設へ宿泊客の該当荷物が到着した場合、責任をもって保管し宿泊客がフロントにおいてチェックインする際お渡しします。ただし、宿泊客からの事前連絡及び当宿泊施設の了承がない場合での到着した荷物の有無、配送業者による誤配送、配送遅延等についても当宿泊施設は一切の責任を負いません。
- 2 宿泊客がチェックアウトしたのち、宿泊客の手荷物又は携帯品が当宿泊施設に置き忘れられていた場合において、その所有者が判明したときは、当宿泊施設は当該所有者に連絡をするとともにその指示を求めるものとします。ただし、所有者の指示がない場合又は所有者が判明しないときは、発見日を含め14日間保管し、その後最寄りの警察署に届けます。また、該当所有者との連絡で、発送又は処分が必要となった時、その費用は全て該当所有者が負担するものとし、所有権放棄を明言したとしても所有者又は元所有者は当宿泊施設へ精算をしなければなりません。

第17条(駐車及び駐輪の責任)

当宿泊施設には専用駐車場及び専用駐車場の用意はございません。そのため当宿泊施設は車両、二輪車又は自転車の駐車駐輪において、如何なる責任も負いません。

第18条(宿泊客の責任)

- 宿泊客の故意又は過失により当宿泊施設が損害を被ったときは、当該宿泊客は当宿泊施設に対し、その損害の賠償及び違約金のお支払いをしていただきます。なお、各号はいずれかではなく該当全てを対象とするものとします。
- (1) 当宿泊施設内、バルコニー及び屋上での喫煙: 違約金2万円
 - (2) 当宿泊施設内及び施設内ゴミ箱への吸い殻の廃棄: 違約金2万円
 - (3) トイレ以外での排尿及び排泄: 違約金2万円
 - (4) 洗面所又は浴室内での髪染め: 違約金2万円
 - (5) ペット又は動物の連れ込み: 違約金2万円
 - (6) 嘔吐又は備品への出血: 違約金1万円
 - (7) 鍵の紛失: 一般キー違約金5000円、特殊キー違約金3万円、並びに再発行実費が違約金を超える場合はその差額も追加違約金とする。
 - (8) 設備備品の破壊及び破損: 原状回復に対する金額(購入又は修理にかかる費用)
 - (9) 客室又は宿泊ベッドの販売停止: 宿泊停止期間の日数分の宿泊料を違約金とする。
 - (10) 本項各号に記載するような事象又は類似事象で通常清掃以外が必要となる場合: 追加清掃として費用を各違約金とは別で、宿泊者は支払い義務を負うものとする。

第19条(当宿泊施設における宿泊以外のサービス利用契約締結の拒否又は契約解除)

当宿泊施設は、第7条1項の全号において、対象を宿泊客のみでなく、宿泊客及び当宿泊施設における宿泊以外のサービス利用者(以下、「当施設サービス利用者」という)、に置き換えた場合で該当するときは、宿泊以外のサービス利用契約に応じない又は契約解除することができます。

第20条(インターネット通信)

当宿泊施設内での、インターネット通信の利用は、当施設サービス利用者自身の責任において利用するものとします。なお、通信会社の事由又はその他の障害により、予告なくインターネット通信が中断又は停止する可能性はあります。

- 2 当施設サービス利用者がインターネット通信の利用中で、通信の中断又は停止によって当施設サービス利用者にいかなる損害が生じても、当宿泊施設の攻めに帰すべき事由によるものではないとし、当宿泊施設はその責任を負わないものとします。
- 3 当宿泊施設で、当施設サービス利用者がインターネット通信を不適切に利用し、当宿泊施設及び第三者に損害を与えた場合、その損害について賠償していただきます。

第21条(カスタマーハラスメントに対する行動指針)

当宿泊施設での、当施設サービス利用者によるカスタマーハラスメントが行われた場合、第7条及び第19条に定める契約解除を実行させていただきます。なお、状況に応じて警察及び弁護士等に連絡の上で法的措置等の厳正な対処を行います。

- 2 前条におけるカスタマーハラスメントとは次のとおりとします。

- (1) 身体的及び精神的な攻撃(暴行、傷害、脅迫、中傷、名誉毀損、侮辱、暴言)
- (2) 威圧的、差別的又は性的な言動
- (3) 提供していないサービス及び過剰なサービス提供の要求
- (4) 合理的理由のない謝罪の要求
- (5) 継続的、執拗的又は高速的な言動(長時間におよぶ拘束、電話又は居座り等)
- (6) 当宿泊施設の従業員へのストーカー行為及び個人への攻撃
- (7) 正当な理由なく合意を得ずに行う録音並びに録画
- (8) SNSや掲示板等での誹謗中傷及び虚偽の発信拡散
- (9) 過度な値引き交渉、理由のない商品交換及び金銭補償の請求
- (10) その他、社会通念上相当な範囲を超える攻撃、要求及び言動

第22条(その他の細則と責任範囲)

当宿泊施設でのその他の細則と責任範囲は次のとおりとします。

- (1) 当宿泊施設では消防法の定めにより火災報知器を館内各所に設置しており、火災、その他の理由により報知器が感知した場合、館内放送が流れることがあります。館内放送によりお客様が損害を被った場合であっても、当宿泊施設は一切の責任を負いません。
- (2) 客室内や敷地内で許可なく営業上の目的で写真やビデオ・DVD等あらゆる機器による撮影および録音はご遠慮願います。また、私的に撮影及び録音されたものであっても、許可なく営業上の目的でインターネット上に掲載する行為や各種SNSを使用した配信行為等はなさないでください。(ラ

イブ配信も含みます)場合により法的措置の対象となることがあります。

- (3)ご来館客と客室内でのご面会をご遠慮願います。
- (4)宿泊約款第2条により登録された宿泊客(同伴者を含む)以外の客室内での面会、及び宿泊させることはお断り申し上げます。
- (5)お客様宛に届いた品物を当宿泊施設が代わりに受け取る場合、その品物の滅失・毀損等について当宿泊施設の責めに帰すべき事由によるものでないときは、一切の責任を負いません。
- (6)当宿泊施設の住所を住民登録として居所申請を行うことはお断りいたします。なお、滞在の証明は「宿泊証明書」の発行をし、「居住証明書」の発行はいたしません。
- (7)セルフクロークスペースがある場合、該当箇所におけるトラブルや事故に対し、当宿泊施設の責めに帰すべき事由によるものでないときは、一切責任を負いません。
- (8)宿泊者が本約款に違反しトラブルとなった場合、当宿泊施設の運営会社である株式会社PLAY&coに情報を記録し、以降同社が運営する宿泊施設の利用をお断りする場合がございます。

第23条(宿泊約款の変更)

本宿泊約款は変更することがあります。

第24条(準拠法及び管轄裁判所)

当宿泊施設と当施設サービス利用者との間に関する紛争は日本法を準拠法とします。また、東京地方裁判所又は東京簡易裁判所を第一審の合意管轄裁判所とします。

附則

附則1条(当宿泊施設従業員対応)

当宿泊施設従業員は、宿泊客とのやり取りについて第7条、第9条、第12条、第13条、第14条、第15条、第16条、第18条、第22条、附則2条及び他関連条項を元に対応させていただきます。

附則2条(厚生労働省発表、迷惑を及ぼす言動。原文ママ)

旅館業法第5条第1項第2号(違法行為等)に該当し得る例。

(いずれの場合も宿泊しようとする者が酒に酔っている場合を含む)

- (1)宿泊しようとする者が、従業員や他の宿泊客に接近してことさらに咳(せき)を繰り返す、つばを吐きかけるなどした場合や、従業員や他の宿泊客につかみかかり又は突き飛ばした場合は、暴行罪が成立し得ます。
- (2)宿泊しようとする者が、旅館・ホテルの業務を妨害する意図で、法第4条の2第1項に基づく協力を求めた従業員を大声で罵倒したり、協力に応じる必要がないなどと怒号したり、あるいは他の宿泊客がいる場で特定感染症に罹(り)患しているなどと吹聴して旅館・ホテル側にその対応をさせ、旅館・ホテルの業務を妨害した場合や、その他旅館・ホテルの業務を妨害する意図で、従業員を大声で罵倒する等して旅館・ホテル側にその対応をさせ、旅館・ホテルの業務を妨害した場合には、威力業務妨害罪が成立し得ます。

- (3) 宿泊しようとする者が、従業者や他の宿泊客に対し、その同意がなく又は同意がないことの表明が困難な状態にさせ又はその状態にあることに乗じて、わいせつな行為を行った場合には、不同意わいせつ罪が成立し得ます。
- (4) 宿泊しようとする者が、従業者や他の宿泊客に対し、公衆の目に触れるような場所で殊更に裸体を見せつける場合は、公然わいせつ罪や軽犯罪法違反が成立し得ます。
- (5) 宿泊しようとする者が、施設内の備品や設備を意図的に破壊又は汚損する場合は、器物損壊罪が成立し得ます。
- (6) 宿泊しようとする者が、従業者に対し、「SNSにこの旅館の悪評を載せるぞ」「このホテルに火をつけるぞ」と言うなど、生命、身体、自由、名誉又は財産に対し具体的な害悪を告知した場合は、脅迫罪が成立し得ます。
- (7) 宿泊しようとする者が、従業者に対し、「宿泊料をタダにしなければSNSにこの旅館の悪評を載せるぞ」等と脅す場合は、恐喝未遂罪が成立し得ます。
- (8) 宿泊しようとする者が、従業者に対し、生命、身体、自由、名誉若しくは財産に対し害を加える旨を告知して脅迫し、又は暴行を用いて土下座を行わせた場合は、強要罪が成立し得ます。
- (9) 宿泊しようとする者が、従業者に対し、不特定多数の者の前で「馬鹿」「ブス」等と侮辱する場合は、侮辱罪が成立し得ます。
- (10) 宿泊しようとする者が、他の宿泊者に対し、著しく粗野又は乱暴な言動で迷惑をかけた場合は、軽犯罪法違反が成立し得ます。
- (11) 宿泊しようとする者が、人数を偽って宿泊する場合や宿泊料を期日までに払わない場合は、詐欺罪が成立し得ます。

附則3条(旅館業法施行規則、第五条の六。原文ママ)

法第五条第一項第三号の厚生労働省令で定めるものは、次の各号のいずれかに該当するものであつて、他の宿泊者に対する宿泊に関するサービスの提供を著しく阻害するおそれのあるものとする。

- (1) 宿泊料の減額その他のその内容の実現が容易でない事項の要求(宿泊に関して障害を理由とする差別の解消の推進に関する法律(平成二十五年法律第六十五号)第二条第二号に規定する社会的障壁の除去を求める場合を除く。)
- (2) 粗野又は乱暴な言動その他の従業者の心身に負担を与える言動(営業者が宿泊しようとする者に対

して障害を理由とする差別の解消の推進に関する法律第八条第一項の不当な差別的取扱いを行つたことに起因するものその他これに準ずる合理的な理由があるものを除く。)を交えた要求であつて、当該要求をした者の接遇に通常必要とされる以上の労力を要することとなるもの

Accommodation Terms and Conditions

August 31, 2025

Name of Accommodation Facility: **FOCUS KURAMAE**

Article 1 (Scope of Application)

Accommodation contracts entered into between this accommodation facility and guests, as well as any related contracts, shall be governed by the provisions of these terms and conditions. Matters not specified in these terms and conditions shall be governed by applicable laws and regulations (including those based thereon; the same shall apply hereinafter) or generally accepted customs.

2. If this accommodation facility agrees to special terms that do not conflict with laws, regulations, or established customs, such special terms shall take precedence over the provisions of the preceding paragraph.

Article 2 (Application for Accommodation Contract)

Any person wishing to apply for an accommodation contract with this accommodation facility shall provide the following information to this accommodation facility:

- (1) Guest name and contact information
 - (2) Date of stay and estimated arrival time
 - (3) Accommodation fees (principally based on the rates listed on the sales website)
 - (4) Other matters deemed necessary by this accommodation facility
2. If a guest requests to extend their stay beyond the date specified in Item 2 of the preceding paragraph during their stay, this accommodation facility shall treat such request as a new application for an accommodation contract at the time the request is made.

Article 3 (Establishment of Accommodation Contract)

The accommodation contract shall be established when the accommodation facility accepts the application described in the preceding article. However, this shall not apply if the accommodation facility can prove that it did not accept the application.

2. When the accommodation contract is established in accordance with the provisions of the preceding paragraph, the applicant shall pay the application fee specified by the accommodation facility, up to the amount of the accommodation fee for the accommodation period, by the date specified by the accommodation facility.
3. The deposit shall first be applied to the final accommodation fee payable by the guest. In the event of circumstances arising under the provisions of Articles 6 and 18, the deposit shall be applied in the order of liquidated damages followed by compensation, and any remaining amount shall be refunded at the time of payment of the fee under the provisions of Article 12.
4. If the deposit specified in paragraph 2 is not paid by the date specified by the accommodation facility in accordance with the provisions of the same paragraph, the accommodation contract shall become null and void. However, this shall apply only if the accommodation facility has notified the guest of the payment deadline for the deposit.

Article 4 (Special Agreement Exempting Payment of Deposit)

Notwithstanding the provisions of the second paragraph of the preceding article, the accommodation facility may agree to a special provision exempting the payment of the application fee specified in the same paragraph after the contract has been concluded.

2. If the accommodation facility does not request payment of the application fee specified in the second paragraph of the preceding article or does not specify the payment deadline for such application fee when accepting the application for the accommodation contract, it shall be deemed to have agreed to the special provision specified in the preceding paragraph.

Article 4-2 (Request for Cooperation in Infection Prevention Measures at the Facility)

This accommodation facility may request cooperation from guests in accordance with the provisions of Article 4-2, Paragraph 1 of the Hotel Business Act (Act No. 138 of 1948).

Article 5 (Refusal to Enter into an Accommodation Contract)

This accommodation facility may refuse to enter into an accommodation contract in the following cases:

- (1) When the accommodation application does not comply with these terms and conditions.
- (2) When there are no available rooms due to full occupancy.
- (3) When the person seeking accommodation is deemed likely to engage in conduct that violates laws and regulations, public order, or good morals in connection with accommodation.
- (4) When the person seeking accommodation is deemed to fall under any of the following categories:
 1. A member of a criminal organization as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Criminal Organizations (Law No. 77 of 1991) (hereinafter referred to as "criminal organization"), a member of a criminal organization as defined in Article 2, Item 6 of the same Act (hereinafter referred to as "criminal organization member"), an associate of a criminal organization, or any other antisocial force.
 2. When the facility is a corporation or other organization controlled by a violent group or a member of a violent group in its business activities.
 3. When the facility is a corporation with an officer who is a member of a violent group.
- (5) When the person seeking accommodation has engaged in conduct that causes significant inconvenience to other guests. Note that this includes specific examples specified in Article 2 of the Supplementary Provisions of these Accommodation Terms and Conditions, which correspond to the examples of illegal acts, etc., as announced by the Ministry of Health, Labour and Welfare under Article 5, Paragraph 1, Item 2 of the Hotel Business Act (including cases where the person seeking accommodation has already stayed at the facility).
- (6) When the person seeking accommodation is a patient or other individual with a specific infectious disease as defined in Article 4-2, Paragraph 1, Item 2 of the Hotel Business Act (hereinafter referred to as "patients or other individuals with specific infectious diseases").
- (7) When violent demands are made with respect to accommodation, or when unreasonable burdens are imposed (excluding cases where the person seeking accommodation requests the removal of social barriers under Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act on the Elimination of Discrimination Against Persons with Disabilities (Act No. 65 of 2013; hereinafter referred to as the "Act on the Elimination of Discrimination Against Persons with Disabilities")).
- (8) When the person seeking accommodation repeatedly makes demands that, due to the burden they impose on the accommodation facility, may significantly hinder the provision of accommodation services to other guests, as specified in Article 5-6 of the Enforcement Regulations of the Hotel Business Act (also stated verbatim in Article 3 of the Appendix to these Accommodation Terms and Conditions).
- (9) When accommodation cannot be provided due to natural disasters, facility failures, or other unavoidable circumstances.
- (10) When a guest is deemed likely to disrupt the peaceful operation of the accommodation facility by engaging in acts such as verbal abuse, physical violence, threats, extortion, fraud, prolonged detention of the accommodation facility's staff, or acts that interfere with the duties of the accommodation facility's staff.
- (11) When the person seeking accommodation posts defamatory comments or other false or malicious content about the employees or other guests of the accommodation facility on social media services (SNS) or bulletin boards.
- (12) When a person seeking accommodation is intoxicated and poses a significant risk of

causing inconvenience to employees or other guests of this accommodation facility, or when such a person engages in behavior that significantly inconveniences employees or other guests of this accommodation facility.

(13) When a person seeking accommodation has previously caused trouble at this accommodation facility or other accommodation facilities operated by PLAY&co Co., Ltd.

Article 6 (Guest's Right to Cancel the Contract)

Guests may cancel their accommodation contract by notifying the accommodation facility.

2. If a guest cancels all or part of the accommodation contract due to reasons attributable to the guest (excluding cases where the accommodation facility has specified the payment deadline for the deposit under Article 3, Paragraph 2 and requested payment, and the guest cancels the accommodation contract before making the payment), the accommodation facility will charge a cancellation fee in accordance with the cancellation policy stated at the time of booking. However, if the accommodation facility has agreed to the special terms and conditions under Article 4, Paragraph 1, the accommodation facility shall only be liable for the cancellation fee when the accommodation facility has notified the guest of such liability at the time of agreeing to the special terms and conditions.

3. If the guest does not arrive by 11:00 PM on the day of arrival (or one hour after the scheduled arrival time specified at the time of the accommodation contract, if such a time was specified), the accommodation facility may treat the accommodation contract as having been canceled by the guest and proceed accordingly.

Article 7 (Right to Terminate the Accommodation Contract)

This accommodation facility may terminate the accommodation contract in the following cases:

(1) When it is determined that a guest is likely to engage in conduct that violates laws and regulations, public order, or good morals in connection with their stay, or when such conduct has already been committed.

(2) When the guest is deemed to fall under any of the following categories:

(i) Organized crime groups, members of organized crime groups, associates of organized crime groups, or other antisocial forces;

(ii) Corporations or other organizations where organized crime groups or their members exercise control over business activities;

(iii) Corporations where any of their officers are members of organized crime groups.

(3) When a guest engages in behavior that causes significant inconvenience to other guests. This includes specific examples specified in Article 2 of the Supplementary Provisions of these Accommodation Terms and Conditions, which are examples that may fall under Article 5, Paragraph 1, Item 2 of the Hotel Business Act (illegal acts, etc.) as announced by the Ministry of Health, Labour and Welfare (including cases where the person seeking accommodation has already done so).

(4) When a guest is a patient with a specific infectious disease.

(5) When violent demands are made regarding accommodation, or when unreasonable burdens are imposed (excluding cases where a guest requests the removal of social barriers as stipulated in Article 7, Paragraph 2 or Article 8, Paragraph 2 of the Act on the Elimination of Discrimination Against Persons with Disabilities).

(6) When the guest repeatedly makes demands that, due to the burden they impose on the accommodation facility, could significantly hinder the provision of accommodation services to other guests, as specified in Article 5-6 of the Enforcement Regulations of the Hotel Business Act (also stated verbatim in Article 3 of the Appendix to these Accommodation Terms and Conditions).

(7) When it is impossible to provide accommodation due to reasons attributable to force majeure such as natural disasters.

(8) When a guest smokes in a no-smoking area, smokes in bed, tampers with firefighting equipment, or otherwise fails to comply with the prohibited items listed in the usage

guidelines posted at the accommodation facility or explained by the accommodation facility staff.

(9) When a guest engages in behavior that disrupts the peaceful operation of the accommodation facility, such as using abusive language, committing acts of violence, making threats, extortion, fraud, detaining accommodation facility staff for an extended period of time, or obstructing the duties of accommodation facility staff.

(10) When a guest posts defamatory comments or other false or malicious content about the staff or other guests of the accommodation facility on social media services (SNS) or bulletin boards.

(11) When a guest is intoxicated and poses a significant risk of causing disturbance to the staff or other guests of the accommodation facility, or when a guest engages in behavior that significantly disturbs the staff or other guests of the accommodation facility.

(12) When a guest has previously caused trouble at this accommodation facility or other accommodation facilities operated by PLAY&co Co., Ltd.

(13) When a guest violates any provision of these accommodation terms and conditions.

2. When this accommodation facility terminates the accommodation contract based on the provisions of the preceding paragraph, any accommodation fees already paid by the guest shall not be refunded.

Article 8 (Registration for Accommodation)

Guests shall register the following information at the front desk of this accommodation facility on the day of their stay.

(1) Guest's name, age, gender, address, contact information, and occupation.

(2) For foreign nationals: nationality, passport number, port of entry, and date of entry. Please note that we will copy or electronically store your passport at check-in.

(3) Other information deemed necessary by the accommodation facility.

2. When guests wish to pay the fees specified in Article 12 using a credit card or other method, they must present such cards or other payment methods at the time of registration as described in the preceding paragraph.

Article 9 (Room Usage Hours)

Guests may use the rooms of the accommodation facility from 3:00 PM on the day of arrival until 10:00 AM on the following day. However, in cases of consecutive stays, guests may use the room throughout the day except on the arrival and departure dates.

2. This accommodation facility may, at its discretion, accommodate requests for room use outside the hours specified in the preceding paragraph. In such cases, the following additional fees will be charged:

(1) For periods exceeding 10:00 AM on the departure date, an additional fee of 1,000 yen per hour (rounded up to the nearest hour).

(2) If the departure time is after 11:00 on the departure date, the additional fee specified in the preceding item will not be charged, but an additional fee equivalent to one night's accommodation fee will be charged.

Article 10 (Compliance with Usage Guidelines)

Guests must comply with the usage guidelines displayed within the accommodation facility or explained by the staff of the accommodation facility.

Article 11 (Business Hours)

The business hours for the main facilities of this accommodation facility are as follows:

Front Desk Hours: 8:00 AM to 11:00 PM

2. The hours specified in the preceding paragraph may be temporarily changed in cases of necessity. In such cases, notification will be provided by appropriate means.

Article 12 (Payment of Fees)

The breakdown of accommodation fees and other charges payable by guests shall be

as posted on the sales website.

2. Payment of the accommodation fees and other charges referred to in the preceding paragraph shall be made at the front desk upon the guest's departure or when requested by the accommodation facility, using a credit card or other method approved by the accommodation facility, if the accommodation fees exceed the deposit specified in Article 3. Additionally, any additional fees specified in Article 9 and any compensation or liquidated damages specified in Article 18 shall also be settled at the same time.
3. Even if the guest chooses not to stay after the accommodation facility has provided the guest with a room and made it available for use, the accommodation fees shall still be charged.

Article 13 (Responsibility of the Accommodation Facility)

The accommodation facility shall compensate guests for any damages caused by the performance or non-performance of the accommodation contract or related contracts. However, this does not apply if the damages are not attributable to the following reasons.

- (1) The accommodation facility conducts daily cleaning and safety inspections of the premises on business days, except for the rooms of consecutive guests or the linen exchange for consecutive guests. However, this does not apply to damage, breakage, contamination, introduction of severe infectious diseases, introduction of pests or wild animals, introduction of odorous substances, smoking despite the smoking ban, or fires that occur or are discovered on the same day.
 - (2) Natural disasters, fires, riots, power outages, water shortages, public gas service interruptions, or government-mandated closures.
 - (3) Health hazards or food poisoning related to food items that are fully sealed, meals provided by third parties that the accommodation facility only arranges, or food and beverages brought in by guests themselves.
 - (4) Other circumstances generally considered not attributable to the fault of the accommodation facility.
2. If the accommodation facility cannot provide lodging due to the reasons listed in items (1) and (2) above, it will refund only the lodging fee for the day when lodging cannot be provided and arrange for lodging at another accommodation facility as specified in the following article. However, the lodging fee for the arranged accommodation facility shall be borne by the guest.
3. This accommodation facility will perform free linen changes, garbage collection, and amenity exchanges in guest rooms once every four days, upon request from guests staying for multiple nights.
4. This accommodation facility may clean the rooms of guests staying for multiple nights for hygiene management reasons. However, cleaning will be conducted after prior notice to guests and consideration of their convenience.
5. This accommodation facility is covered by inn liability insurance to address any unforeseen fires or other incidents.

Article 14 (Handling when contracted rooms cannot be provided)

In the event that this accommodation facility is unable to provide the contracted guest room to the guest, the facility shall, with the guest's consent, arrange for alternative accommodation at another facility under the same conditions to the greatest extent possible. Note that transportation expenses for moving to the alternative accommodation facility shall be borne by this accommodation facility only if the guest visits the front desk on the day of check-in, the facility arranges for alternative accommodation, and there is mutual agreement between the facility and the guest.

2. Notwithstanding the provisions of the preceding paragraph, if the hotel is unable to arrange alternative accommodation, it shall pay the guest compensation equivalent to the amount of the penalty fee, which shall be applied toward damages. However, if the hotel is not at fault for the inability to provide the room, no compensation shall be paid. Additionally, transportation expenses that are deemed inappropriate under social

norms or excessive upgrades shall not be compensated.

Article 15 (Handling of Deposited Items)

This accommodation facility does not accept cash or valuables from guests. Even if this accommodation facility accepts cash or valuables from guests, it shall not be liable for any loss or damage to such items if the guest has not previously disclosed the type and value of the items.

2. If damage such as loss or damage occurs to items deposited by guests at the front desk of this accommodation facility, the facility shall not be liable for such damage if it is due to force majeure, and shall be exempt from liability for compensation.
3. If damage such as loss or damage occurs to items brought into this accommodation facility by a guest due to the intentional act or gross negligence of this accommodation facility, this accommodation facility shall compensate for such damage. However, for items for which the guest has not previously disclosed the type and value, this accommodation facility shall only compensate for such damage up to a limit of 50,000 yen if there is intentional act or gross negligence on the part of this accommodation facility.

Article 16 (Storage of Guests' Luggage or Personal Belongings)

Only when the guest has notified the accommodation facility in advance of sending luggage and the accommodation facility has given its consent, will the accommodation facility take responsibility for storing the guest's luggage that arrives at the accommodation facility prior to the guest's stay, and will hand it over to the guest at check-in at the front desk. However, the hotel shall not be liable for any luggage that arrives without prior notification from the guest or the hotel's approval, including mis delivery or delivery delays by the delivery company.

2. If a guest's luggage or personal belongings are left behind at the hotel after check-out, and the owner is identified, the hotel shall contact the owner and seek their instructions. However, if there are no instructions from the owner or the owner cannot be identified, the items will be stored for 14 days including the discovery date, after which they will be reported to the nearest police station. Additionally, if it becomes necessary to ship or dispose of the items based on communication with the owner, all costs will be borne by the owner, and even if the owner or former owner explicitly renounces ownership, they must settle the costs with the accommodation facility.

Article 17 (Responsibility for Parking and Bicycle Storage)

This accommodation facility does not have a dedicated parking lot or bicycle storage area. Therefore, this accommodation facility assumes no responsibility for the parking or storage of vehicles, motorcycles, or bicycles.

Article 18 (Responsibility of Guests)

If the accommodation facility incurs damage due to the intentional or negligent acts of a guest, the guest shall indemnify the accommodation facility for the damage and pay a penalty. Note that each item applies to all applicable cases, not just one.

- (1) Smoking inside the accommodation facility, including on balconies or the roof: Penalty of 20,000 yen
- (2) Disposal of cigarette butts inside the accommodation facility or in facility trash bins: Penalty fee of 20,000 yen
- (3) Urination or defecation outside of toilets: Penalty fee of 20,000 yen
- (4) Hair dyeing in washrooms or bathrooms: Penalty fee of 20,000 yen
- (5) Bringing pets or animals into the facility: Penalty fee of 20,000 yen
- (6) Vomiting or bleeding on facilities: Penalty fee of 10,000 yen
- (7) Loss of keys: General key penalty fee of 5,000 yen, special key penalty fee of 30,000 yen, and any additional costs exceeding the penalty fee shall be charged separately as an additional penalty.
- (8) Damage or destruction of facilities or equipment: The amount required to restore the original condition (purchase or repair costs)
- (9) Suspension of room or bed sales: The penalty fee will be equivalent to the

accommodation fee for the number of days the stay is suspended.

(10) In cases where events similar to those listed in this section require cleaning beyond routine cleaning: Additional cleaning costs shall be charged separately from the penalties, and the guest shall be obligated to pay such costs.

Article 19 (Refusal to Enter into or Termination of Contracts for Services Other Than Accommodation at This Accommodation Facility)

This accommodation facility may refuse to enter into or terminate contracts for services other than accommodation if the provisions of Article 7, Paragraph 1 apply to not only guests but also users of services other than accommodation at this accommodation facility (hereinafter referred to as "facility service users").

Article 20 (Internet Communication)

The use of internet communication within this accommodation facility shall be at the sole responsibility of the facility service user. Please note that internet communication may be interrupted or suspended without notice due to reasons attributable to the communication company or other obstacles.

2. If any damage is incurred by the facility service user due to the interruption or suspension of communication while using the internet, such damage shall not be attributed to the fault of the accommodation facility, and the accommodation facility shall not be held liable for such damage.

3. If the facility service user improperly uses the internet within the accommodation facility and causes damage to the accommodation facility or a third party, the facility service user shall compensate for such damage.

Article 21 (Action Guidelines for Customer Harassment)

In the event of customer harassment by a user of our facility's services, we will terminate the contract as stipulated in Articles 7 and 19. Depending on the circumstances, we will take strict measures, such as contacting the police and lawyers, and taking legal action.

2. Customer harassment as referred to in the preceding article shall be defined as follows:

- (1) Physical and mental attacks (assault, injury, threats, defamation, slander, insults, abusive language)
- (2) Intimidating, discriminatory, or sexual remarks or behavior
- (3) Demands for services not provided or excessive service provision
- (4) Demands for apologies without reasonable cause
- (5) Continuous, persistent, or excessive behavior (prolonged confinement, phone calls, or lingering)
- (6) Stalking of employees of this accommodation facility and attacks on individuals
- (7) Recording or videotaping without consent and without valid reason
- (8) Defamation and dissemination of false information on social media or bulletin boards
- (9) Excessive price negotiation, unreasonable product exchanges, and demands for monetary compensation
- (10) Other acts, demands, or conduct that exceed the scope of what is considered reasonable by social norms

Article 22 (Other Detailed Rules and Scope of Responsibility)

Other detailed rules and scope of responsibility at this accommodation facility are as follows.

(1) In accordance with the Fire Service Act, fire alarms are installed throughout the facility, and in the event of a fire or other emergency, an announcement may be made over the intercom. Even if guests suffer damage as a result of the public address system, the accommodation facility shall not be held liable in any way.

(2) Photography or recording using any equipment, including cameras, video cameras, or DVDs, for commercial purposes without permission is prohibited within guest rooms or on the premises. Additionally, even if photography or recording is done for personal use, posting such content online for commercial purposes or streaming via social media

platforms (including live streaming) without permission is strictly prohibited. Such actions may result in legal action.

(3) Visits with guests in guest rooms are not permitted.

(4) Visits with guests in guest rooms, as well as accommodating guests other than those registered under Article 2 of the Accommodation Terms and Conditions (including companions), are not permitted.

(5) If the hotel receives items addressed to guests on their behalf, the hotel shall not be liable for any loss or damage to such items unless such loss or damage is attributable to the hotel's negligence.

(6) The hotel does not permit the use of its address for residential registration purposes. Please note that the hotel issues "Accommodation Certificate" as proof of stay but does not issue "Certificate of Residence."

(7) In cases where there is a self-service cloakroom space, we shall not be liable for any troubles or accidents occurring in such areas if such troubles or accidents are not attributable to our facility.

(8) If a guest violates these terms and conditions and causes trouble, we may record the information with our operating company, PLAY&co Co., Ltd., and may refuse future use of facilities operated by the same company.

Article 23 (Changes to the Accommodation Terms and Conditions)

These Accommodation Terms and Conditions are subject to change.

Article 24 (Governing Law and Jurisdiction)

Any disputes between this accommodation facility and users of its services shall be governed by Japanese law. The Tokyo District Court or Tokyo Summary Court shall be the agreed court of first instance.

Supplementary Provisions

Supplementary Provision 1 (Response by Employees of the Accommodation Facility)

Employees of the accommodation facility shall respond to interactions with guests in accordance with Articles 7, 9, 12, 13, 14, 15, 16, 18, 22, Supplementary Provision 2, and other relevant provisions.

Supplementary Provision 2 (Announcement by the Ministry of Health, Labour and Welfare: Acts Causing Disturbance. Original Text as Is)

Examples that may constitute violations under Article 5, Paragraph 1, Item 2 of the Hotel Business Act (Illegal Acts, etc.).

(In all cases, this includes situations where the person seeking accommodation is intoxicated.)

(1) If a person seeking accommodation approaches staff members or other guests and repeatedly coughs excessively, spits, or grabs or pushes staff members or other guests, this may constitute assault.

(2) If a person seeking lodging, with the intent to obstruct the operations of the inn or hotel, loudly abuses staff members who have requested cooperation based on Article 4-2, Paragraph 1 of the Act, shouts that there is no need to cooperate, or spreads rumors in the presence of other guests that they are infected with a specific infectious disease, thereby forcing the inn or hotel to respond and obstructing its operations, or if, with the intent to obstruct the operations of the inn or hotel, the person loudly abuses an employee, thereby forcing the inn or hotel to respond, and obstructs the operations of the inn or hotel, the offense of obstruction of business by force may be established.

(3) If a person seeking accommodation engages in indecent acts toward staff or other

guests without their consent, or takes advantage of a situation where consent cannot be clearly expressed, the offense of indecent assault without consent may apply.

(4) If a person seeking accommodation intentionally exposes their naked body in a public place where it can be seen by others, they may be charged with public indecency or violation of the Minor Offenses Act.

(5) If a person seeking accommodation intentionally destroys or damages facilities or equipment within the premises, they may be charged with property damage.

(6) If a person seeking accommodation threatens staff by saying, "I will post negative reviews about this inn on social media" or "I will set fire to this hotel," thereby threatening specific harm to life, body, freedom, honor, or property, they may be charged with the crime of intimidation.

(7) If a guest threatens staff members by saying, "If you don't waive the lodging fee, I will post negative reviews about this inn on social media," they may be charged with attempted extortion.

(8) If a person intending to stay at an inn threatens an employee by stating that they will harm their life, body, freedom, honor, or property, or forces them to kneel by using violence, it may constitute the crime of coercion.

(9) If a person intending to stay at an inn insults an employee by calling them "idiot" or "ugly" in front of an unspecified number of people, it may constitute the crime of insult.

(10) If a person seeking accommodation causes inconvenience to other guests through grossly rude or violent behavior, it may constitute a violation of the Minor Offenses Act.

(11) If a person seeking accommodation falsifies the number of people staying or fails to pay the accommodation fee by the due date, it may constitute fraud.

Supplementary Provision 3 (Hotel Business Act Enforcement Regulations, Article 5-6. Original text as is)

The items specified by the Ministry of Health, Labour and Welfare Ordinance under Article 5, Paragraph 1, Item 3 of the Act shall be those that fall under any of the following items and are likely to significantly hinder the provision of accommodation services to other guests.

(1) Demands for reductions in lodging fees or other matters whose implementation is difficult to achieve (excluding cases where the removal of social barriers as defined in Article 2, Item 2 of the Act on the Promotion of the Elimination of Discrimination Based on Disabilities in Accommodation Services (Act No. 65 of 2013) is sought).

(2) Demands accompanied by rude or violent behavior or other conduct that places a burden on the physical or mental well-being of staff (excluding cases where the operator has engaged in unfair discriminatory treatment as defined in Article 8, Paragraph 1 of the Act on the Promotion of the Elimination of Discrimination Against Persons with Disabilities, or other cases with reasonable grounds equivalent thereto), and which require efforts exceeding those typically necessary for the reception of the person making the demand.