TERMS AND CONDITIONS FOR LEASE AGREEMENTS

Article 1. Scope of Application

1. Lease Agreements and related contracts to be entered into between MICHIE HOUSE and THE GUEST to be accommodated shall be subject to these Terms and Conditions, and any particulars not provided for herein shall be governed by laws and regulations applicable, and/or generally accepted practices.

2. In the case where MICHIE HOUSE has entered into a special contract with THE GUEST insofar as such special contract does not violate laws and regulations applicable or generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

Article 2. Application for Lease Agreements

1. THE GUEST who intends to make an application for the Lease Agreement with MICHIE HOUSE shall notify MICHIE HOUSE of the following particulars:

- a. Name of THE GUEST(s);
- b. Date(s) of accommodation and estimated time of arrival;
- c. Credit Card payment information;
- d. Other particulars deemed necessary by MICHIE HOUSE.

2. In the case where THE GUEST requests, during his/her stay, an extension of the accommodation beyond the date(s) in incise b. of the preceding Paragraph, it shall be regarded as an application for a new Lease Agreement at the time such a request is made.

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Article 3. Conclusion of Lease Agreement

1. The Lease Agreement shall be deemed to have been concluded when MICHIE HOUSE has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proven that MICHIE HOUSE has not accepted the application. 2. When the Lease Agreement has been concluded in accordance with the provisions of the preceding Paragraph, THE GUEST is requested to pay an accommodation deposit fixed by MICHIE HOUSE covering THE GUEST's entire period of stay by the date specified by MICHIE HOUSE.

3. The deposit shall be first used for the Total Accommodation Charges to be paid by THE GUEST, then secondly for the cancellation charges listed in Table N° 1, and thirdly for the damages charges under Article 10 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges.

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4. When THE GUEST has failed to pay the deposit by the date as stipulated in Paragraph 2, MICHIE HOUSE shall treat the Lease Agreement as invalid. However, the same shall apply only in the case where THE GUEST is thus informed by MICHIE HOUSE when the period of payment of the deposit is specified.

Article 4. Special Contracts Requiring No Accommodation Deposit

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, MICHIE HOUSE may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.

2. In the case where MICHIE HOUSE has not requested the payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of the payment of the deposit at the time the application for the Lease Agreement has been accepted, MICHIE HOUSE shall be treated as having accepted a special contract prescribed in the preceding Paragraph.

Article 5. Refusal of Lease Agreements

MICHIE HOUSE shall have the right not to accept the application for the Lease Agreement under any of the following cases:

1. When the application for accommodation does not conform with the provisions of these Terms and Conditions;

2. When MICHIE HOUSE is fully booked and no room is available;

3. When THE GUEST seeking accommodation is deemed liable to conduct himself/herself in a manner that will contravene the laws or act against the public order or good morals in regard to his/her accommodations;

4. When THE GUEST seeking accommodation can be clearly detected as carrying an infectious disease;

5. When MICHIE HOUSE is requested to assume an unreasonable burden in regard to his/her accommodation;
6. when MICHIE HOUSE is unable to provide accommodation due to natural calamities, dysfunction of the facilities and/or other unavoidable causes;

7. when THE GUEST seeking accommodation is deemed liable to behave in a manner that will infringe upon other Guests of this hotel or behaves in such a manner, due to intoxication or other causes;

8. when MICHIE HOUSE deems THE GUEST as inappropriate.

Article 6. Right to Cancel the Lease Agreement by THE GUEST

1. THE GUEST is entitled to cancel the Lease Agreement by sonotifying MICHIE HOUSE.

2. In the case where THE GUEST has cancelled the Lease Agreement in whole or in part due to causes for which THE GUEST is liable (except in the case where MICHIE HOUSE has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and THE GUEST has cancelled before the payment), THE GUEST shall pay cancellation charges as listed in the Attached Table No.1. However, in the case where a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when THE GUEST is informed of the obligation of the payment of the cancellation charges in case of cancellation by THE GUEST.

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3. In the case where THE GUEST does not appear by 5:00pm of the accommodation date (2 hours after the expected time of arrival if MICHIE HOUSE is notified of it) without an advance notice, MICHIE HOUSE may regard the Lease Agreement as being cancelled by THE GUEST.

Article 7. Right to Cancel the Lease Agreement by MICHIE HOUSE

1. MICHIE HOUSE may cancel the Lease Agreement under any of the following cases:

a. when THE GUEST is deemed liable to conduct and/or have conducted himself/herself in a manner that will contravene the laws or act against the public order and good morals in regard to his/her accommodation;

b. when THE GUEST can be clearly detected as carrying an infectious disease;

c. when MICHIE HOUSE is requested to assume an unreasonable burden in regard to his/her accommodation;

d. when MICHIE HOUSE is unable to provide accommodation due to a natural calamities and/or other causes of force majeure;

e. when THE GUEST seeking accommodation is deemed liable to behave in a manner that will infringe upon other Guests or behaves in such a manner, due to intoxication or other causes;

f. when THE GUEST does not observe the rules prohibiting certain actions specified under the House Regulations stipulated by MICHIE HOUSE (restricted to prohibitions deemed necessary in order to prevent fires), such as smoking in bed, and tampering with the fire-fighting facilities;

g. when THE GUEST does not comply with a payment request by MICHIE HOUSE.

2. In the case where MICHIE HOUSE has cancelled the Lease Agreement in accordance with the preceding Paragraph, MICHIE HOUSE shall not be entitled to charge THE GUEST for any services which he/she has not received.

Article 8. Occupancy Hours of Guest Rooms

1. THE GUEST is entitled to occupy the contracted guest room of MICHIE HOUSE from 3:00pm on the day of registration until 11:00am on the day of departure.

2. MICHIE HOUSE may, notwithstanding the provisions prescribed in the preceding Paragraph, permit THE GUEST to occupy the room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows: a. Up to 3 hours: 25% of the room charge b. Up to 6 hours: 50% of the room charge.

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c. More than 6 hours: 100% of the room charge.

Article 9. Observance of House Regulations

THE GUEST shall observe the House Regulations established by MICHIE HOUSE, which are posted within the premises of MICHIE HOUSE.

Article 10. Payment of Accommodation Charges

1. Accommodation Charges shall include the following: a. the established amount of the rent;

b. the charge for damages that THE GUEST causes to the property and/or utilities included in the lease (e.g.: damage to household appliances, damage to bed linen, etc.);

c. the charge for penalties that THE GUEST may incur for breaking any of the House Rules (e.g.: smoking in the room).

2. Accommodation Charges shall be paid by means acceptable to MICHIE HOUSE such as platforms (airbnb, booking, etc.), Zelle, Venmo, and hardly cash.

Article 11. MICHIE HOUSE access

MICHIE HOUSE or its agents may enter the premises at reasonable times to inspect them; or for any other purpose MICHIE HOUSE deems reasonably necessary. Except in the case of an emergency any such entry by MICHIE HOUSE shall be with reasonable prior notice of MICHIE HOUSE's intent to enter.

Article 12. Handling when Unable to Provide Rooms

 MICHIE HOUSE shall, when unable to provide the contracted room, help THE GUEST to arrange accommodation elsewhere, although MICHIE HOUSE is under no obligation to do so.
 MICHIE HOUSE shall pay THE GUEST a full refund for the inability to make the rental effective.

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Article 13. Liability in regard to Parking

MICHIE HOUSE shall not be liable for the custody of a vehicle of THE GUEST when THE GUEST utilizes the parking lot of MICHIE HOUSE, as MICHIE HOUSE merely offers the space for parking.

Article 14. Liabilities

Regarding THE GUEST's belonging, MICHIE HOUSE shall not be liable to THE GUEST, or to any person or entity that THE GUEST may claim through, for any loss or indirect, special, incidental, or consequential damages of any kind in connection with or arising out of the Room Rental Agreement and/or the present Terms & Conditions.

THE GUEST shall compensate MICHIE HOUSE for any damage caused through intention or negligence on the part of THE GUEST.

Attached Table N° 1. Cancellation Charge (Ref. Paragraph 2 of Article 6)

Date when Cancellation of the Lease Agreement is Notified No Show Accommodation				
No Show	Accommodation Day	1 Day Prior to Accommodation Day	5 Days Prior to Accommodation Day	20 Days Prior to Accommodation Day

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