

NEW CHITOSE AIRPORT PORTOM HALL Usage Policy

This policy shall stipulate the usage terms and conditions of the "NEW CHITOSE AIRPORT PORTOM HALL" facility (hereinafter referred to as "this Facility") managed and operated by Hokkaido Airports Co., Ltd. (hereinafter referred to as the "Operator"). When in use of the facility, users are to fully understand and comply with the contents of this policy.

1. Hours of Use

(1) Business Day

Open All Year Round

However, please note that we may be temporarily closed due to inspections and repairs to this facility or the building where this facility exists (hereinafter referred to as "this Building").

(2) General Business Hours

9:00 AM to 10:00 PM

Please inquire us for use outside of the general business hours.

The time allowed for using the facility shall be from when you first entered and last exited, including the preparation and removal of all equipment.

*Applications and inquiries are accepted from Monday to Friday (excluding national holidays and New Year holidays) during 9:00 AM to 5:30 PM.

2. Application

(1) Acceptance Date of Application

- If using entire building, or the entire span of the main hall

First business day of the month that is one year prior to the date of use

- If using half the span of the main hall, or the entire span of the main hall + the foyer

First business day of the month that is 6 months prior to the date of use

- If using entire span of the seminar room

First business day of the month that is 6 months prior to the date of use

- If using half the span of the seminar room

3 months prior to the date of use

- If using entire span of the seminar room + the foyer

1 month prior to the date of use

- If using only the meeting room

14 days prior to the date of use

(2) How to Apply

Please fill in the required items on the "application form," apply a seal, and send to this facility.

The application shall be deemed accepted upon the issuance of the "Usage Agreement" by the

operator to the user (hereinafter, the status of issuing the "Usage Agreement" shall be deemed that the "Reservation was Confirmed," and the applicant of the reservation as being the "User"). Please note that you will be charged a fee if you cancel after the "usage agreement" was issued.

In addition, please note that after confirming your inquiry and application, we may deny your request to use the facility.

3. Prohibition of the Transfer and Subleasing the Right of Use

The user may not transfer or sublease all or a part of the right to use the facility to a third party without the consent of this facility.

4. Usage Fee

(1) Facility Usage Fees, etc.

Please refer to the separate document "Pricing List for the Portom Hall."

(2) Payment of the Usage Fee

The fee to use the facility shall be paid via lump-sum payment in advance.

We will send you an invoice for the usage fee of the facility along with the "Usage Agreement," so please pay by the designated date on the invoice.

The user shall bear the bank transfer fee.

Please note that we do not accept payment by cash or credit card.

Please note that we may cancel your reservation or charge a cancellation fee if we cannot confirm your payment by the designated date.

We will issue a separate invoice for the extension and any supplementary service fees, so please pay by the designated date on the invoice.

5. Cancel Reservation

(1) How to Cancel

After making a reservation (After issuance of the Usage Agreement) but the reservation is canceled due to reasons stemming from the user (including change of venue and schedule), please fill in the necessary items in the "Cancellation Application Form" and submit to us. You will be charged the cancellation fee stipulated in (2).

Please note that we cannot accept verbal cancellation.

If the operator approves of the reservation change, we will issue another Usage Agreement.

(2) Cancellation Fee

90 Days Prior to the Date of Use: 30% of the Facility Usage Fee

10 Days Prior to the Date of Use: 50% of the Facility Usage Fee

The Day of the Date of Use: The Full Amount of the Facility Usage Fee

Cancellations for miscellaneous items, equipment, catering, and other items shall be subject

to a separate cancellation fee, depending on the contents.

6. Prohibited Items

The following items are prohibited.

If you fall under any of the prohibited items, we will deny your application.

- (1) Acts that are contrary to the laws and regulations, or to public order, morality or good morals
- (2) Conduct that violates the Usage Policy
- (3) Damage to the integrity and credibility of the facility or the building
- (4) Acts that cause harm or trouble to other users of the facility, or the residents or visitors of the facility
- (5) Acts that disturb the tranquility of the building or the surrounding area
- (6) Use for purposes other than the purpose applied for
- (7) Acts that allow another person to use this facility without the prior consent of the operator
- (8) Implementing work and events in places besides the facility that were not approved for use
- (9) Acts that damage or risks damage to the facility and equipment
(Example: Inserting nails, screws, thumbtacks, pins, etc. into the facility, the equipment, the furniture, the fixtures, etc., or sticking adhesive tape, etc., or other similar acts)
- (10) Display signboards, posters, etc. at locations other than the designated areas (including, both inside and outside the building, and within the elevator)
- (11) Admission that exceeds the capacity of the facility
- (12) Carrying-in ignited or flammable goods and dangerous or corrosive substances
(Example: Dangerous Substances <<Explosives, fats and oils, chemicals, an abundant supply of matches, lighters, gas cylinders, etc.>>, corrosive substances <<substances with foul odors, and that are deemed harmful to the sanitation and any other issues by this facility>>, large equipment that exceeds regulation, heavy goods, etc., and others items similar to these)
- (13) Use of fire within the building or premises (including smoking anywhere inside this facility, aside from the smoking room)
- (14) Carrying-in food and drink for the purpose of eating and drinking
- (15) Acts that may cause nuisance or discomfort to the surroundings, such as generating loud volume, vibration, or foul odors
- (16) Use of the facility by criminal organizations or its affiliated companies, or their equivalent, or a member(s) of such organization (hereinafter referred to as "antisocial forces")
- (17) Acts that promote the activities of anti-social forces or contribute to the operation of anti-social forces
- (18) Bringing in animals other than guide dogs, service dogs, and hearing dogs

(19) Sales of goods, fundraising, posting, distribution of printed materials, photography other than to record an event, advertising activities, or other similar acts that are not permitted by this facility

(20) Acts that are found to cause a loss of social credibility due to improper business activities, etc.

(21) Other acts that are deemed to hinder the management and operation of this facility

(22) Any other acts deemed inappropriate by the operator

7. Canceling a Reservation, Suspension or Cancellation of Use, etc.

If falling under any of the following, the Use Agreement may be canceled, or the use of the facility either suspended or canceled, even after making a reservation or while still in use of the facility.

If the operator cancels the agreement, the cancellation fee set forth in 5 - (2) of the above shall be charged, except for instances that are listed in (7) through (10).

The operator shall not be held responsible for any damages that may occur to the user as a result of a cancellation of the Use Agreement due to the following.

(1) If deemed and falls under, or is likely to fall under any of the items set forth in the previous "3. Prohibition of the Transfer and Subleasing the Right of Use" and "6. Prohibited Items"

(2) If there is a false entry in the user application form, or when recognized that the user, the purpose of use, the content of use, etc. are different from what was approved by the operator.

(3) If failing to comply with the provisions, etc. set forth by the operator regarding the use, etc. of this facility

(4) If failing to notify the relevant government or public agency of the use of this facility, or failure to follow its instructions

(5) If an order to suspend an event etc. has been issued by a relevant public agency

(6) If the usage fees, etc. of the facility have not been paid by the prescribed date

(7) If the operator determines that a disaster or force majeure prevents the use of the facility or risks endangerment to human life or property

(8) If a request is made by a public institution such as Hokkaido to refrain from operating a business due to a large-scale outbreak of an infectious disease

(9) If warning declaration has been issued under the Act on Special Measures Concerning Countermeasures for Large-Scale Earthquakes

(10) If the operator determines that there is a safety issue with the use of the facility due to an unforeseen accident, malfunction, damage, etc.

(11) If the operator determines that there is a safety issue with the use of this facility due to an accident

(12) If the user or his/her agent, officer, or employee commits a wrongful act in applying for using this facility, etc.

(13) If the user or his/her agent or intermediary is found to be an antisocial force

If deemed that the user or his/her agent or intermediary is controlled by or has a relationship with anti-social forces

(14) Relative to the use, if determined that the user and their subcontractor has a contractual relationship with another party or their agent who are antisocial forces or is an intermediary of such, and the user does not respond to the request for canceling this relevant contract (with the antisocial force) or other necessary measures without justifiable grounds

(15) If determined that this facility is used as an office by an organized crime group

(16) If deemed that an organization likely to commit violent and unlawful acts collectively or habitually, will use or find benefit

(17) If the user performs any of the following acts listed in (a) through (e), against the operator and a third party

(including instances performed by an officer or employee of the user, or a person entrusted by the user)

(a) an act of providing false information

(b) an act of visiting or making a telephone call through the use of rude or violent language, or in a manner that causes annoyance

(c) an act of assault, intimidation or other illegal acts

(d) an act that goes against the will of this facility, such as payment of money, exemption from liability, executing a contract, provision of convenience, or any other benefits provided by this facility for which the facility is not legally obligated

(e) in the event that the facility recognizes the user or any person related to the user has committed fraudulent and violent acts or have made threatening speeches and behavior

(18) If deemed that the credit status of the user is found to have deteriorated significantly

(a) When the user has been suspended from payment or has become unable to pay, or has received a dishonored check

(b). When the user has received an attachment, provisional attachment, provisional disposition, or other petition for compulsory execution or auction, or a disposition for delinquency in taxes or public charges, etc. from a third party

(c). Upon the occurrence of the fact of a commencement of a private arrangement, a commencement of a bankruptcy proceeding, the commencement of special liquidation, a commencement of civil rehabilitation proceedings, or a filing of a petition for the commencement of corporate reorganization proceedings, etc. has been made against the user

(19) When unavoidable circumstances occur in the management and operation of this facility

(20) Violation to any other provisions stipulated in this Agreement

(21) When the operator determines that there are other issues in the management and operation

of this facility

8. Refund of the Facility Usage Fees, etc.

If a reservation has been canceled, stopped use, suspended use, or canceled the use for any reasons aside from items (7) through (10) in the above, the facility usage fee shall not be refunded.

In this case, the actual expenses incurred will also be paid at a later date.

9. Responsibilities of the User

The user must adhere to the following.

- (1) Always use this facility with the due care of a prudent manager.
- (2) In addition to complying with this Usage Policy and the provisions of the related laws and regulations stipulated by the operator, the user shall make sure that their employees, workers, and visitors of the user comply to such.
- (3) No special qualifications are required for the handling of elevators, escalators, stairs, doors, desks, chairs, etc.

When using the facility, its equipment, and fixtures, users are requested to operate and manage them so the parties and visitors that are relevant to the event can use them appropriately.

- (4) Whilst in contact and coordinating with the operator, please maintain order, organize and guide visitors, manage, coordinate, and prevent any theft and accidents by employees and workers.
- (5) Regarding any occurrence of accidents during the use of this facility (including the initial preparation and clean up afterward), not only the users but their related businesses and visitors are all responsible for such accidents. Please take all possible measures to prevent such an accident.
- (6) To prepare for disasters and accidents, designate an event manager (person in charge of the venue) and confirm in advance of the location of the emergency exits, evacuation guidance methods, and fire extinguishers before the use of this facility as well as fully informing the workers and other related parties.
- (7) If the operator deems it necessary to discuss the security and guidance plans, the user should consult with the person in charge of the facility in advance and follow their instructions.

In this case, you are responsible for the security, organization and the guidance of the visitors.

- (8) When using this facility, it is the user's responsibility to organize, guide, and guard the cars used by the users and related parties.

However, if a large number of visitors are expected, or if the operator deems that there is a risk of causing harm or trouble to the residents or visitors of this building or other users

of this facility, the operator will arrange for the coordination, guidance, security, etc., with the costs being borne by the user.

(9) If a crowd is expected with visitors from multiple events, please cooperate with the users of other events held at the same time and make a comprehensive management plan.

Please consult the person in charge of this facility when making such a plan.

(10) Depending on the situation of the day, the operator may decide to limit the entry and exit.

(11) In an emergency, follow the instructions of the person in charge of the facility to ensure the safety of the visitors.

(12) When using this facility, the user is responsible (please inquire in advance) for the necessary notifications and applications for permission, etc. to the relevant government agencies.

(13) The user is required to purchase the necessary insurance at their responsibility and bear its' cost.

(The user is responsible for the management of the items carried into the facility, including the exhibits.

We recommend that you purchase insurance in case of an emergency, especially for the exhibition of valuables.)

(14) The user must not engage in any activities that are dangerous to the management and administration of this facility as specified in this Usage Policy or any other activities that may cause inconvenience to other users or visitors of this facility.

(15) If the user or a related party intends to carry out activities such as the carrying in and out a large number of combustibles or heavy materials into this building, the sale of goods inside this building and its premises, soliciting contributions, or conducting advertising activities (including the wearing of Zekken, displaying signboards, posters, placards, flags, banners, distribution of leaflets, etc.), please make a request in advance. If the operator deems that this may hinder the management and operation of this facility or this building, we may refuse.

(16) When using this facility, the user is requested to make sure to observe the time they have reserved, and to restore the facility to its original condition at the user's expense within the reserved time, and must be checked by the operator before leaving.

The same shall apply when the operator cancels or cancels the use of the facility for the reasons specified in "7. Canceling a Reservation, Suspension or Cancellation of Use, etc." in the above

(17) As a general rule, the user is to take their garbage home. We will charge a fee if the garbage is to be handled at this facility.

(18) Items left behind at this facility and in this building (include the building premises) are deemed to have been abandoned by the user, and the operator will ship for disposal, with

the costs of labor charged to the user.

(19) Please note that if it is necessary for the management and administration of this facility, the operator and employees of the affiliated companies may enter the venue being used.

(20) Please note that we may monitor your room for safety management such as disaster prevention.

(21) Please contact us in advance if you want to use the building, its name, logo or image on printed materials.

(21) For other uses, please consult with the person in charge of the operator and follow their instructions.

10. Damages and Disclaimers

(1) Compensation for Damages

(a) If the user damages, defiles, or loses this facility, its equipment, fixtures, or other related facilities, or damages other facilities or the other users or participants of this facility (including all damages caused by participants in the event and related parties), the user shall immediately contact the operator.

In this case, the user will have to compensate the operator for the damage caused.

(b). If the operator, the other facility, or other users or participants of this facility are damaged as a result of the violation of this Usage Policy specified by the operator and the agreement with the operator regarding the use of the facility, the user will be liable for the damage caused to the operator.

(2) Disclaimer

(a) The user is responsible for the safety management of the rental room.

Please note that the operator is not responsible for any personal or physical accidents or theft, damage or loss of items brought in by using this facility.

(b) In the event that the use of this facility becomes impossible due to a disaster or force majeure, the operator shall not be liable for any damages incurred by the users as a result.

(c) In the event that the contracted party's' intended purpose cannot be achieved due to the failure of the equipment or fixtures of this facility, the operator shall not compensate for the loss beyond that of a refund of the usage fee of the facility.

11. Notes on Construction Work, etc.

(1) Please consult with the person in charge of this facility in advance and follow its instructions regarding the layout of the facility and various construction works such as securing evacuation routes and installing heavy objects and power sources.

When performing work that requires a license or qualification such as electrical work or working at heights, make sure to submit a copy of the license or qualification certificate in advance.

(2) A designated company of this facility will carry out the temporary electrical work and

telephone work associated with the construction work of the trunk line. This shall be implemented after prior discussion and under the responsibility and expense of the user.

(3) When there is a risk of defacement or damage to this facility, equipment, and ancillary facilities during the carrying in and out of goods, the floor and walls must be covered and protected under the user's responsibility and expense in accordance with the operator's instructions.

(4) The application for the layout of each venue will be accepted upon payment of a separate setup fee.

(5) As a general rule, the user is to take their garbage home. We will charge a fee if the garbage is to be handled at this facility.

(6) For the carrying in and out of items, please submit such plans in advance and make sure to unload and load them at the designated place.

12. Delay Damages

If the user is late in payment of the debt to the operator (facility usage fees and other fees for the use of equipment and fixtures used in the facility, food and drink charges, etc.), the operator can claim 14.6% of the amount of debt (on a daily basis) per year.

13. Applicable Law, etc.

(1) The language to be used for the contract regarding the use of this facility (hereinafter referred to as "this Agreement") shall be in the Japanese language, and the applicable law Japanese as well.

(2) The currency used for payment under this Agreement shall be in Japanese yen.

(3) For lawsuits and other matters concerning the use of this facility, the Sapporo District Court shall be the exclusive jurisdictional court.

14. Other

(1) Applicants for the use of this facility may apply under this Policy through a third party only if the operator agrees in advance (such a third party shall hereinafter be referred to as the "Third-Party").

In this case, the Applicant shall enter the name of the Third Party and other prescribed matters in the "organizer" column of the "Portom Hall Application Form."

(2) If a Third-Party uses this facility pursuant to the provisions of the preceding item, how this shall be handled is as follows.

(a) The applicant of the preceding item (hereinafter referred to as the "this Contractor") who received a reservation shall assume all responsibility as a Contractor pursuant to this Policy.

(b) The Contractor shall impose the obligations of the Contractor that is based on this Policy and the provisions stipulated by the Operator, to be held responsible by the Third-Party.

(c) Any and all acts or omissions of the Third Party concerning the use of this facility shall be deemed to be acts or omissions of the Contractor.

(3) This Usage Policy is current as of October 2019. Please note that there m Please note that there may be further modifications without prior notice.