

**Rules for Using
PACIFICO Yokohama
Facilities**

PACIFICO YOKOHAMA

Article 1 (Purpose)

These rules stipulate items necessary for smooth and proper use of facilities such as buildings, equipment, fittings, furniture, etc. (hereinafter called "Facilities") managed by PACIFICO Yokohama (hereinafter called "PACIFICO").

Article 2 (Application for Use)

1. Groups wishing to use PACIFICO (hereinafter called "Users") must submit the prescribed application form for using Facilities separately provided (hereinafter called "Reservation Request Form"), to PACIFICO and obtain its acceptance.
2. Users must submit documents such as their corporate profile or Users' profiles, and a plan for occupancy or use in advance of their Reservation Request Form at the request of PACIFICO.
3. As a general rule, in using Facilities, organizers of an event are considered as Users and they must apply directly to PACIFICO. Users shall be the ultimate payer to PACIFICO.
4. Dates for receipt of applications are as specified in attached Table 1. However, said dates shall not apply when PACIFICO deems otherwise.
5. Users must submit the Reservation Request Form by the date designated by PACIFICO after the date of reservation confirmation. If the Form is not submitted, the reservation may be cancelled. The date of reservation confirmation refers to the date when Users notify PACIFICO verbally or in writing of their application to use its Facilities for their function, and PACIFICO accepts it.

Article 3 (Restriction on Days of Use, etc)

PACIFICO does not restrict the days and hours for use of its Facilities. However, PACIFICO reserves the right to change and/or designate days or hours when they are closed for the purposes of statutory checkup, clean-up, etc. The "Categories of standard patterns of usage hours" shown in Table 2 in principle will apply.

Article 4 (Acceptance for Use)

1. When PACIFICO receives the Reservation Request Form and judges that nothing violates the restrictions stated in Article 5, PACIFICO will issue a written acceptance of use.
2. Basically, the written acceptance will be issued within seven (7) business days from the date of receipt of Reservation Request Form.
3. If approved by PACIFICO, the Reservation Request Form, including these rules, the attached Information on Regulations, Price Estimate for Space Rental Charge will constitute a binding agreement between PACIFICO and the User to lease the Facilities.

Article 5 (Restrictions on Use, Cancellation of Reservation)

PACIFICO reserves the right to restrict the purpose of facility use or its contents, to refuse or cancel reservations if the function:

1. is likely to offend public order or morals,
2. potentially could degrade the dignity of PACIFICO,
3. is apt to damage Facilities and/or equipment,
4. is likely to trouble other groups using the Facilities or functions,
5. includes anything deemed problematic with respect to Facility management and operation.
6. aims to profit an organization that engages in unlawful and/or antisocial practices collectively and/or habitually, and/or
7. refuses to have PACIFICO contractors for all electrical work, catering and cleaning associated with Facility use.

Article 6 (Fees)

Fees for the use of the Facilities are as stated in the "Price List for Space Rental" provided separately.

Article 7 (Payment)

1. Users must pay PACIFICO the space rental fee in advance as specified in attached Table 3.
2. Payment for items other than space rental, such as for products, equipment, personnel, other services, etc., in principle must be settled within one (1) month after the function ends. However, in cases wherein PACIFICO deems it necessary, payment shall be settled not later than one (1) month prior to the first day of Facility use. PACIFICO will notify Users at the time it accepts the Reservation Request Form whether any payments for items other than space rental are due one (1) month prior to the first day of Facility use.
3. Notwithstanding the provision of Paragraph 1 and 2 herein, Users of small meeting rooms shown in Table 1 only, in principle must pay the space rental fee and other fees in advance by the date designated by PACIFICO.
4. The currency of payment must be Japanese Yen.
5. Users (organizer) shall be the ultimate payer to PACIFICO.
6. Even in the case of applying under an agency's name, the organizer is liable for an ultimate responsibility on payment until the payment is completed. In case there is no payment from a delegated agent, payment must be made by organizers.
7. It is acknowledged that, in certain circumstances, PACIFICO may approve an agency or exhibitor, etc. to pay all or part of the payment on space rental and/or equipment rental fee due to unavoidable reason of organizers. However, even in that

case, organizers are liable for an ultimate responsibility on payment until the payment is completed. In case there is no payment from a delegated payer, the payment must be made by organizers.

Article 8 (Alteration or Cancellation)

1. In the event of alteration of use, such as time, duration, place, etc., or cancellation of reservation or application is made owing to User convenience after the reservation confirmation, notification must be made to PACIFICO.
2. In case of cancellation or alteration of reservation or application, the User must pay PACIFICO the cancellation fee as specified in attached Table 4.
3. Regardless of when the cancellation notice is received, the User must bear all costs of facilities, products, equipment, personnel, other services, etc., as ordered from PACIFICO and for which PACIFICO must pay.

Article 9 (Prohibition of Transfer of Rights)

Users should not transfer to any third party all or part of their right to use Facilities without prior PACIFICO approval.

Article 10 (Prohibition of Altering Facilities, etc.)

Users are forbidden to install special devices to or alter Facilities, except when receiving prior PACIFICO approval.

Article 11 (User Duty)

Approved Users of PACIFICO must:

1. operate their show and/or function in good faith according to the accepted contents stated in the Reservation Request Form,
2. make payments by the date designated by PACIFICO pursuant to the provision of Article 7, Paragraph 1, 2 and 3,
3. make arrangements with the coordinator at PACIFICO regarding details of use not later than one month before the day when space rental begins,
4. provide the name, address and phone number of a representative of User so that PACIFICO can contact them at any time when necessary,
5. take full responsibility for any accident occurring during Facility use, including the periods for preparation and moving out, as caused by themselves, contractors, or visitors,
6. refrain from acts deemed offensive to public morals or custom, and/or that may hamper maintenance, management or operation of Facilities and other premises under PACIFICO management,
7. refrain from making commercial transactions such as sales, advertising, etc., and/or solicitation within Facilities and other premises under PACIFICO management without prior PACIFICO permission,
8. refrain from any public nuisances such as emitting noise, vibration and smell or parking on the street,
9. in principle, prohibit the audience from eating and drinking in the Main Hall and the National Convention Hall,
10. have all electrical work, catering and cleaning associated with Facility use done by only PACIFICO contractors.
*see Article 5, Paragraph 7
11. smoke only in designated area.

Article 12 (User Management Responsibility)

1. Users must use the Facilities occupied with care.
2. During preparation and moving out and actual Facility use, according to these rules and PACIFICO's guidelines for disaster prevention, Users must name a person responsible for management and have him/her endeavor to prevent fire and accidents, and keep in contact with and make adjustments with PACIFICO.
3. Users must submit reports and/or applications to the authorities concerned to obtain permission regarding matters designated by law in context with Facility use.
4. In consideration of the Facilities occupied and their surroundings, Users must keep visitors and their vehicles under control and supervise persons concerned such as workers.
5. When an unusually large number of visitors is expected, etc., or PACIFICO foresees a situation that may interfere with other tenants, PACIFICO or the Users must exercise the necessary measures for control, such as employing a security firm, with the cost incurred borne by the Users.
6. Users of the National Convention Hall and Exhibition Hall must restore the Facilities to their original condition after the period of tenancy ends.
7. In the event of an emergency, Users must follow all directions given by PACIFICO and ensure the safety of visitors.
8. User must understand that the staff of PACIFICO and/or its subsidiaries may come into the space rental for Facilities upkeep and/or emergency equipment inspection.

Article 13 (Cancellation of Acceptance)

1. PACIFICO reserves the right to cancel tenancy of its Facilities in the event any of the following occurs; even while Facilities are occupied, PACIFICO may restrict or stop their use under any of the following conditions:
 - (1) Facility use comes under any of the items in Article 5.
 - (2) It is recognized that the Reservation Request Form contains a description of purpose and content differing from those approved by PACIFICO.

- (3) Work or function activities take place in unapproved parts of the Facilities.
 - (4) Any act that violates PACIFICO Rules, etc., regarding Facility use, etc., is discovered.
 - (5) The User fails to submit to the proper authorities' reports and/or applications on matters designated by law concerning Facility use, etc.
 - (6) Payment for Facility use is not received by PACIFICO by the specified date.
 - (7) The User has received administrative punishment such as suspension of business or disqualification from business.
 - (8) It is objectively recognized that the User has extreme financial problems continuing the contract.
 - (9) Facilities, etc., cannot be used owing to a natural disaster or other causes beyond reasonable PACIFICO control, or cannot be used practically owing to any construction work and/or inspection, etc., for restoration.
 - (10) A national, prefectural or local government agency makes a request for suspension of business based on the laws and regulations in relation to the spread of an infectious disease, and due to such request, the User cannot hold the event at the Facilities during its usage period or PACIFICO decides to close the Facilities during the same period. For the avoidance of doubt, without the grounds provided in the laws and regulations, in the case that a national, prefectural or local government agency just makes a request for self-restraint regarding the holding of events, the event may be cancelled by the User at the User's discretion; however, PACIFICO does not have the right to cancel the tenancy of its Facilities pursuant to this Paragraph 1.
 - (11) Inevitable factors regarding Facilities management and operation occur.
2. In case of cancellation resulting from Items (1), (2), (3), (4), (5), (6), (7) or (8) of Paragraph 1 of this Article 13, the provisions of Article 8, Paragraph 2 shall apply.
 3. Only in the case Facility use is cancelled owing to the reasons specified in Items (9), (10) or (11) of Paragraph 1 of this Article 13, will the Facility use fee already paid be partially or totally refunded, depending on the case.

Article 14 (Liability and Exemption from Responsibility)

1. Users shall be liable for any and all damage PACIFICO incurs, for which Users, their contractors, or visitors are culpable with respect to the management, operation, etc., of Facilities and equipment.
2. Users shall be liable for any and all damage arising from User violation of the provisions of these rules or matters agreed upon with PACIFICO concerning the use of Facilities.
3. PACIFICO shall not be liable for accidents resulting in injury, death, or theft and/or damage to exhibits, etc., associated with the use of Facilities, etc., unless resulting from serious negligence by PACIFICO.
4. PACIFICO shall not be liable for damages Users, contractors, or visitors may suffer due to the provisions of Article 13, Paragraph 1.
5. PACIFICO and User (each referred to in this Article 14 as an "Indemnifying Party") each hereby indemnifies, defends, and holds the other party and such other party's affiliates, and all of their respective directors, officers, employees, agents, successors and assignees harmless from and against any claims, suits, demands, actions, judgments, injuries, costs or liabilities, including reasonable attorneys' fees and costs, relating to or arising out of the Indemnifying Party's material breach of these rules or the Indemnifying Party's negligence or willful misconduct. However, PACIFICO shall only be liable to User under any theory of liability (whether in contract, tort, strict liability or otherwise) for any damages in an amount equal to or less than the fees for the use of the Facilities payable under these rules.

Article 15 (Force Majeure)

Notwithstanding any other provisions to the contrary of any agreement between the parties regarding the use of the Facilities, including, without limitation, these rules, the Reservation Request Form, or the Price Estimate(s), in the case that an event occurs that goes beyond the reasonable control of either party, including, without limitation, acts of God, war, terrorism, government order, natural disaster, riots, spread of infectious disease, or other similar cause beyond either party's control, and a party cannot perform its obligations under any agreement between the parties regarding the use of the Facilities due to such event, such party will not be responsible for such non-performance; provided, however, that such party must promptly notify the other party in writing of such situation, to the extent such party is able to do so.

Article 16 (Governing Law)

These rules and any agreement between the parties regarding the use of the Facilities shall be construed and interpreted in accordance with the laws of Japan.

Supplementary provisions: These rules shall take effect on September 1, 2020.

Privacy Policy:

PACIFICO believes protecting personal information appropriately is a social obligation. In order to meet this obligation and justify our customers' trust, PACIFICO shall specify a basic policy regarding the handling of personal information for appropriate acquisition, utilization, and/or management of personal information.

The content of our privacy policy is on our website; <https://www.pacifico.co.jp/english/pacifico/privacy/>

Attached Table 1: Day when receipt of application starts

Conference Center		
Purpose of use		Day when receipt of application starts
1.	International conference using the Main Hall or/and whole floor(s) (except 2 nd floor and 4 th floor)	As occasion requires
2.	(1) Domestic assembly, conference or other function using the Main Hall or/and whole floor(s) (except 2 nd floor and 4 th floor) (2) International conference using large meeting room(s) or/and medium-sized meeting room(s)	3 years prior to use
3.	Conference, assembly, etc. held concurrently with an exhibition or function using 10,000m ² or more of the Exhibition Hall	2 years prior to use
4.	(1) Domestic assembly, conference or other functions using large meeting room(s) or/and medium-sized meeting room(s) (2) International conference using small meeting room(s)	One year prior to use
5.	Functions, performances (shows) or parties held on a commercial basis using the Main Hall, large meeting room(s) or/and medium-sized meeting room(s)	6 months prior to use
6.	Domestic conference or other functions using small meeting room(s)	3 months prior to use

National Convention Hall		
Purpose of use		Day when receipt of application starts
1.	International conference using the National Convention Hall	As occasion requires
2.	Domestic assembly or conference using the National Convention Hall	3 years prior to use
3.	Other functions using the National Convention Hall	One year prior to use
4.	Functions using the Marine Lobby only	3 months prior to use

Exhibition Hall		
Purpose of use		Day when receipt of application starts
1.	Exhibitions, functions, etc. held concurrently with an international conference using the National Convention Hall, Main Hall or/and whole floor(s) (except 2 nd floor and 4 th floor) of the Conference Center	As occasion requires
2.	Exhibitions, functions, etc. held concurrently with a domestic assembly, conference, or other function using the National Convention Hall, Main Hall or/and whole floor(s) (except 2 nd floor and 4 th floor) of the Conference Center	3 years prior to use
3.	Exhibitions, functions, etc. using 10,000m ² or more of the Exhibition Hall	2 years prior to use
4.	Exhibitions, functions, etc. using space less than 10,000m ² of the Exhibition Hall	One year prior to use
5.	Functions, performances (shows), parties held on a commercial basis	6 months prior to use

Annex Hall		
Purpose of use		Day when receipt of application starts
1.	(1) Functions, etc. held concurrently with an international conference using the National Convention Hall, Main Hall or/and whole floor(s) (except 2 nd floor and 4 th floor) of the Conference Center (2) International conference using large meeting room(s)	As occasion requires
2.	(1) Functions, etc. held concurrently with domestic assembly, conference, or other function using the National Convention Hall, Main Hall or/and whole floor(s) (except 2 nd floor and 4 th floor) of the Conference Center (2) Functions, etc. held concurrently with an international conference using medium-sized meeting room(s)	3 years prior to use
3.	Conference, assembly, etc. held concurrently with exhibitions or functions using 10,000m ² or more of the Exhibition Hall	2 years prior to use
4.	(1) Conference, assembly, etc. held concurrently with exhibitions or functions using space less than 10,000m ² of the Exhibition Hall (2) Domestic conference, assembly or other function using large meeting room(s) or/and medium-sized meeting room(s)	One year prior to use
5.	Functions, performances (shows), parties, etc. held on a commercial basis using large meeting room(s) or/and medium-sized meeting room(s)	6 months prior to use
6.	Domestic conference or other functions using small meeting room(s)	3 months prior to use

North		
Purpose of use		Day when receipt of application starts
1.	International conference using whole floor(s) (except 2 nd floor)	As occasion requires
2.	(1) Domestic assembly, conference or other function using whole floor(s) (except 2 nd floor) (2) International conference using multi-purpose hall(s), large meeting room(s) or/and medium meeting room(s)	3 years prior to use
3.	Conference, assembly, etc. held concurrently with an exhibition or function using 10,000m ² or more of the Exhibition Hall	2 years prior to use
4.	(1) Domestic assembly, conference or other functions using multi-purpose hall(s), large meeting room(s) or/and medium meeting room(s) (2) International conference using small meeting room(s)	One year prior to use
5.	Functions, performances (shows) or parties held on a commercial basis using multi-purpose hall(s), large meeting room(s) or/and medium meeting room(s)	6 months prior to use
6.	Domestic conference or other functions using small meeting room(s)	3 months prior to use

Note: Categories of meeting room(s)

		Large meeting room(s)	Medium meeting room(s)	Small meeting room
Conference Center	Main Hall	301+302+303+304	301+302 303+304 301, 302, 303, 304 501+502 501, 502, 503	Other than those mentioned in the left columns (except 221+222+223, 224, 321 and 425)
Annex Hall		F201+F202+F203+F204+F205+F206	F201+F202+F203+F204 F203+F204+F205+F206 F201+F202 F203+F204 F205+F206 F201, F202, F203, F204, F205, F206	E21-E26, Harbor Lounge A, B

	Multi-purpose Hall(s)	Large meeting room(s)	Medium meeting room(s)	Small meeting room
North	G1, G2, G3, G4, G5, G6, G7, G8	G301+G302, G303+G304 G301, G302, G303, G304 G401+G402 G403+G404 G401, G402, G403, G404	G312+G313 G314+G315 G316+G317 G318+G319 G412+G413 G414+G415 G416+G417 G418+G419	G311, G320, G411, G420 and single use of G312-G319, G412-G419

Attached Table 2: Categories of standard patterns of usage hours

Conference Center, Annex Hall and North		National Convention Hall		Exhibition Hall	
Pattern	Hours	Pattern of use	Hours	Purpose	Hours
A	9:00 - 17:00	Entire Hall	* 6 hours or more	Actual performance	0:00 - 24:00
B	9:00 - 21:00	First floor only		Preparation /Move-Out	One day unit only
C	9:00 - 12:00	For preparation other than for the actual function (performance)		0:00 - 12:00	
D	13:00 - 17:00	Marine Lobby	9:00 - 17:00	12:00 - 24:00	
E	18:00 - 21:00	*Within a calendar day (0:00 - 24:00)			

Attached Table 3: Fees

(1) Deposit

Application period	Payment deadline	Payment amount
2 and more years prior to use	Within one month from the date of reservation confirmation*	10% of the space rental fee
From 2 years to one year prior to use	Within one month of the date of reservation confirmation*	30% of the space rental fee
One year to prior to use	By the date designated by PACIFICO	50% of the space rental fee

*The date of reservation confirmation refers to the date when Users notify PACIFICO verbally or in writing of their application to use its Facilities for their function, and PACIFICO accepts it (refer to Article 2, Paragraph 5).

(2) Balance of the space rental fee

Payment deadline	Payment amount
One month prior to use	Balance of the space rental fee

(3) Balance of the total fee

Payment deadline	Payment amount
Within one month after use	Balance of the amount still due such as fees for equipment rental and other services

*Users of small meeting rooms must pay the space rental fee and other fees prior to use

Attached Table 4: Cancellation Fees

Date of cancellation	Payment amount
From the date of reservation confirmation* to 2 years prior to use	10% of the space rental fee
From 2 years to one year prior to use	30% of the space rental fee
From one year to one month prior to use	50% of the space rental fee
From one month prior to use	Full amount of the space rental fee

*The date of reservation confirmation refers to the date when Users notify PACIFICO verbally or in writing of their application to use its Facilities for their function, and PACIFICO accepts it (refer to Article 2, Paragraph 5).