

宿泊約款

TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

(適用範囲)

第1条 当ホテル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、法令又は一般に確立された慣習によるものとし、

2 当ホテルが、法令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。

(宿泊契約の申込み)

第2条 当ホテルに宿泊契約の申込みをしようとする者は、次の事項を当ホテルに申し出ていただきます。

- (1) 宿泊者名
 - (2) 宿泊日及び到着予定時刻
 - (3) 宿泊料金(原則として別表第1の基本宿泊料による。)
 - (4) その他当ホテル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、当ホテルは、その申し出がなされた時点で新たな宿泊契約の申込みがあったものとして処理します。

(宿泊契約の成立等)

第3条 宿泊契約は、当ホテルが前条の申込みを承諾したときに成立するものとし、ただし、当ホテル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(3日を超えるときは3日間)の基本宿泊料を限度として当ホテルが定める申込金を、当ホテル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ホテル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、ただし、申込金の支払期日を指定するに当たり、当ホテルがその旨を宿泊客に告知した場合に限ります。

(申込金の支払いを要しないこととする特約)

第4条 前条第2項の規定にかかわらず、当ホテルは、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 宿泊契約の申込みを承諾するに当たり、当ホテルが前条第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。

(宿泊契約締結の拒否)

第5条 当ホテルは、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) 宿泊の申込みが、この約款によらないとき。
- (2) 満室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、伝染病者であると明らかに認められるとき。
- (5) 宿泊に関し合理的な範囲を超える負担を求められたとき。
- (6) 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。

(Scope of Application)

Article 1. Contracts for Accommodation and related agreements to be entered into between this Hotel 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 and/or generally accepted practices.

2. In the case when the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

(Application for Accommodation Contracts)

Article 2. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:

- (1) Name of the Guest(s);
- (2) Date of accommodation and estimated time of arrival;
- (3) Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the Attached Table No.1.); and
- (4) Other particulars deemed necessary by the Hotel.

2. In the case when the Guest requests, during his stay, extension of the accommodation beyond the date in subparagraph (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

(Conclusion of Accommodation Contracts, etc.)

Article 3. A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply when it has been proved that the Hotel has not accepted the application.

2. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit fixed by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.

3. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 18 as applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.

4. When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2, the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

(Special Contracts Requiring No Accommodation Deposit)

Article 4. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring the accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.

2. In the case when the Hotel 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 an Accommodation Contract has been accepted, it shall be treated as that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

(Refusal of Accommodation Contracts)

Article 5. The Hotel may not accept the conclusion of Accommodation Contract 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 the Hotel is fully booked and no room is available;
- (3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation;
- (4) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease;
- (5) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
- (6) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable causes; or

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(宿泊客の契約解除権)

第6条 宿泊客は、当ホテルに申し出て、宿泊契約を解除することができます。

- 2 当ホテルは、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項の規定により当ホテル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、別表第2に掲げるところにより、違約金を申し受けます。ただし、当ホテルが、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、当ホテルが宿泊客に告知したときに限ります。
- 3 当ホテルは、宿泊客が連絡をしないで宿泊当日の午後8時(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2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。

(当ホテルの契約解除権)

第7条 当ホテルは、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) 宿泊客が伝染病者であると明らかに認められるとき。
 - (3) 宿泊に関し合理的な範囲を超える負担を求められたとき。
 - (4) 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。
 - (5) 寝室での寝たばこ、消防用設備等に対するいたずら、その他当ホテルが定める利用規則の禁止事項(火災予防上必要なものに限る。)に従わないとき。
- 2 当ホテルが前項の規定に基づいて宿泊契約を解除したときは、宿泊客がまだ提供を受けていない宿泊サービス等の料金はいただきません。

(宿泊の登録)

第8条 宿泊客は、宿泊日当日、当ホテル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、入国地及び入国年月日
 - (3) 出発日及び出発予定時刻
 - (4) その他当ホテル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、旅行小切手、宿泊券、クレジットカード等通貨に代わり得る方法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。

(客室の使用時間)

第9条 宿泊客が当ホテルの客室を使用できる時間は、午後3時から翌朝10時までとします。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 当ホテルは、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) 12時までは、室料金の3分の1
 - (2) 14時までは、室料金の2分の1
 - (3) 14時以降は、室料金の全額
- 3 前項の室料相当額は、基本宿泊料の100%とします。

(利用規則の遵守)

第10条 宿泊客は、当ホテル内においては、当ホテルが定めてホテル内に掲示した利用規則に従っていただきます。

(Right to Cancel Accommodation Contracts by the Guest)

Article 6. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.

2. In the case when the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Hotel 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.2. However, in the case when 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.
3. In the case when the Guest does not appear by 8 p.m. of the accommodation date (2 hours after the expected time of arrival if the Hotel is notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

(Right to Cancel Accommodation Contracts by the Hotel)

Article 7. The Hotel may cancel the Accommodation Contract under any of the following cases:

- (1) When the Guest is deemed liable to conduct and/or have conducted himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation;
 - (2) When the Guest can be clearly detected as carrying an infectious disease;
 - (3) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation;
 - (4) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure;
 - (5) When the Guest does not observe prohibited actions such as smoking in bed, mischief to the firefighting facilities and other prohibitions of the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires).
2. In the case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any of the services in the future during the contractual period which he has not received.

(Registration)

Article 8. The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation.

- (1) Name, age, sex, address and occupation of the Guest(s);
- (2) Except Japanese, nationality, passport number, port and date of entry in Japan;
- (3) Date and estimated time of departure; and
- (4) Other particulars deemed necessary by the Hotel.

2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as traveler's cheques, coupons or credit cards, these credentials shall be shown in advance at time of the registration prescribed in the preceding Paragraph.

(Occupancy Hours of Guest Rooms)

Article 9. The Guest is entitled to occupy the contracted guest room of the Hotel from 3 p.m. to 10 a.m. the next morning. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the days of arrival and departure.

2. The Hotel 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:
 - (1) until 12 p.m.: one third of the room charge
 - (2) until 2 p.m.: one half of the room charge
 - (3) over 2 p.m.: room charge in full
3. (The equivalent in the sum to the room charge prescribed in the preceding Paragraph shall be 100% of the Basic Accommodation Charges.)

(Observance of Use Regulations)

Article 10. The Guest shall observe the Use Regulation established by the Hotel, which are posted within the premises of the Hotel.

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(営業時間)

第11条 当ホテルの主な施設等の営業時間は次のとおりとし、その他の施設等の詳しい営業時間は備付けパンフレット、各所の掲示、客室内のサービスディレクトリー等で御案内いたします。

(1) フロント・キャッシャー等サービス時間：

イ 門限 なし
ロ フロントサービス 24時間

(2) 飲食等(施設)サービス時間：

イ 朝食 7:00~10:00
ロ 昼食 11:30~14:00
ハ 夕食 17:00~22:00
ニ その他の飲食等

(3) 附帯サービス施設時間：

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。

(料金の支払い)

第12条 宿泊客が支払うべき宿泊料金等の内訳及びその算定方法は、別表第1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、通貨又は当ホテルが認めた旅行小切手、宿泊券、クレジットカード等これに代わり得る方法により、宿泊客の出発の際又は当ホテルが請求した時、フロントにおいて行っていただきます。

3 当ホテル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。

(当ホテルの責任)

第13条 当ホテルは、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、それが当ホテル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。

2 当ホテルは、消防機関から適マークを受領しておりますが、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。

(契約した客室の提供ができないときの取扱い)

第14条 当ホテルは、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っ旋するものとします。

2 当ホテルは、前項の規定にかかわらず他の宿泊施設のあっ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、当ホテル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。

(寄託物等の取扱い)

第15条 宿泊客がフロントにお預けになった物品又は現金並びに貴重品について、滅失、毀損等の損害が生じたときは、それが、不可抗力である場合を除き、当ホテルは、その損害を賠償します。ただし、現金及び貴重品については、当ホテルがその種類及び価額の申告を求めた場合であって、宿泊客がそれを行わなかったときは、当ホテルは15万円を限度としてその損害を賠償します。

2 宿泊客が、当ホテル内にお持込みになった物品又は現金並びに貴重品であってフロントにお預けにならなかったものについて、当ホテルの故意又は過失により滅失、毀損等の損害が生じたときは、当ホテルは、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額の申告のなかったものについては、5万円を限度として当ホテルはその損害を賠償します。

(Business Hours)

Article 11. The business hours of the main facilities, etc. of the Hotel are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, notices displayed in each place, service directories in guest rooms and others.

(1) Service hours of front desk, cashier's desk, etc.

(a) Closing time Free
(b) Front service 24 Hours

(2) Service hours (at facilities) for dining, drinking, etc.

(a) Breakfast 7:00 ~ 10:00
(b) Lunch 11:30 ~ 14:00
(c) Dinner 17:00 ~ 22:00
(d) Other meals, drinks, etc.

(3) Service hours of auxiliary facilities

2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes of the Hotel. In such a case, the Guest shall be informed by appropriate means.

(Payment of Accommodation Charges)

Article 12. The breakdown and method of calculation of the Accommodation Charges, etc. that the Guest shall pay is as listed in the Attached Table No.1.

2. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as traveler's cheques, coupons or credit cards recognized by the Hotel at the front desk at the time of the departure of the Guest or upon request by the Hotel.

3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided for him by the Hotel and are at his disposal.

(Liabilities of the Hotel)

Article 13. The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements.

However, the same shall not apply in case when such damage has been caused due to reasons for which the Hotel is not liable.

2. Even though the Hotel has received the "PASS MARK" (Certificate of excellence of Fire Prevention Standard issued by the fire station), furthermore, the Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

(Handling When the Hotel is unable to provide Contracted Rooms)

Article 14. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.

2. When arrangement of other accommodation can not be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the Hotel cannot provide accommodation due to causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

(Handling of Deposited Articles)

Article 15. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused to the goods, cash or valuables deposited at the front desk by the Guest, except in the case when this has occurred due to causes of force majeure. However, for cash and valuables, when the Hotel has requested the Guest to report its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within the limits of 150,000yen.

2. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to the goods, cash or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at front desk. However, for articles of which the kind and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest within the limits of 50,000yen.

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(宿泊客の手荷物又は携帯品の保管)

第16条 宿泊客の手荷物が、宿泊に先立って当ホテルに到着した場合は、その到着前に当ホテルが了解したときに限って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。

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ホテル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、当ホテルは、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7日間保管し、その後最寄りの警察署に届けます。

3 前2項の場合における宿泊客の手荷物又は携帯品の保管についての当ホテルの責任は、第1項の場合にあっては前条第1項の規定に、前項の場合にあっては同条第2項の規定に準じるものとします。

(駐車場の責任)

第17条 宿泊客が当ホテルの駐車場をご利用になる場合、車輛のキーの寄託の如何にかかわらず、当ホテルは場所をお貸しするものであって、車輛の管理責任まで負うものではありません。ただし、駐車場の管理に当たり、当ホテルの故意又は過失によって損害を与えたときは、その賠償の責めに任じます。

(宿泊客の責任)

第18条 宿泊客の故意又は過失により当ホテルが損害を被ったときは、当該宿泊客は当ホテルに対し、その損害を賠償していただきます。

別表第1 宿泊料金等の内訳(第2条第1項及び第12条第1項関係)
(朝・夕食又は夕食を伴わない宿泊施設に適用)

		内 訳	
支払うべき総額	宿泊料金	① 基本宿泊料(室料)	
	税金	イ 消費税	ロ 特別地方消費税

備考1 基本宿泊料は、フロントに掲示する料金表によります。

別表第2 違約金(第6条第2項関係)

契約申込人数	契約解除の通知を受けた日	不 当 前 9 20				
		泊	日	日	日 前	日 前
一般	14名まで	100%	80%	20%		
団体	15名~99名まで	100%	80%	20%	10%	
	100名以上	100%	100%	80%	20%	10%

- ① 1. %は、基本宿泊料に対する違約金の比率です。
2. 契約日数が短縮した場合は、その短縮日数にかかわらず、1日分(初日)の違約金を取受します。
3. 団体客(15名以上)の一部について契約の解除があった場合、宿泊の10日前(その日より後に申込みをお引き受けした場合にはそのお引き受けした日)における宿泊人数の10%(端数が出た場合には切り上げる。)にあたる人数については、違約金はいただきません。

(Custody of Baggage and / or Belongings of the Guest)

Article 16. When the baggage of the Guest is brought into the Hotel before his arrival, the Hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the front desk at the time of his check-in.

2. When the baggage or belongings of the Guest is found left after his check-out, and the ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it is found, and after this period, the Hotel shall turn it over to the nearest police station.

3. The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the Preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

(Liability in regard to Parking)

Article 17. The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited to the Hotel or not.

However, the Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

(Liability of the Guest)

Article 18. The Guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.

Attached Table No.1

Calculation method for Accommodation Charges, etc. for Hotels (for accommodation facilities which do not provide breakfast and dinner, or which do not provide dinner)
(Ref.Paragraph 1 of Article 2, Paragraph 2 of Article 3 and Paragraph 1 of Article 12)

		Contents	
Total Amount be paid by the Guest	Accommodation Charges	1. Basic Accommodation Charge(Room Charge)	
		2. Taxes a. Consumption Tax b. Special Local Consumption Tax	

Remarks: 1. The Basic Accommodation Charges are displayed in Front.

Attached Table No.2

Cancellation Charge for Hotels(Ref.Paragraph 2 of Article 6)

Date When Cancellation of Contract is Notified	Contracted Number of Guests		
	Individual	Group	
Now Show	1 to 14	15 to 99	100 and more
Accommodation Day	100%	100%	100%
1 Day Prior to Accommodation	80%	80%	100%
9 Days Prior to Accommodation	20%	20%	80%
20 Days Prior to Accommodation		10%	20%
			10%

- Remarks: 1. The percentage signifies the rate of cancellation charge to the Basic Accommodation Charge.
2. When the number of days contracted is shortened, the cancellation charge for its first day shall be paid by the Guest regardless of the number of days shortened.
3. When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to the occupancy (when accepted less than 10 days prior to the occupancy, as of the date) with fractions counted as a whole number.