



### Addendum C

## Land's End Group Lodging Agreement Reservation, Confirmation and Cancellation Policies (Individuals and Groups)

**1) Reservation Classifications:** Land's End classifies all reservations as either "Individual" or as "Group" reservations, defined as follows:

**A) Individual:** Individual reservations are for a single payor, reserving one or more rooms over one or more nights intended to be occupied by the payor or his / her immediate family. Individual reservations can be confirmed once all required guest information is obtained at the time each reservation is made. One individual can pay for another individual's reservation and can receive confirmation for separate reservations made. The person appearing on the room reservation is the only person authorized to make changes to the reservation. The credit card used to pay the deposit guarantee must match that of the person checking in.

**B) Group:** Group reservations are for a single payor who reserves multiple rooms over one or more nights in his / her name but who intends to assign the individual occupants at a later date. These Group Room Blocks or group reservations can be made without required guest information at the time of booking. However, each guest's name and assigned room must be issued to Operator a minimum of 30 days in advance of scheduled arrival. If such manifest, or individual information is not received by Operator within 30 days of scheduled arrival, Operator retains the right to cancel the group reservation.

A confirmation number will be issued for each Group reservation and unique arrival date.

**2) Reservation Guarantee:** Reservation guarantee and payment terms are dependent upon whether the reservation is "Individual" or "Group", as follows:

**A) Individual:** To guarantee an Individual reservation, a pre-deposit is required equivalent to the first two-night's stay, at the time the reservation is made. Land's End does not accept non-guaranteed individual reservations.

**B) Group:** Group reservations must be guaranteed for payment in advance of arrival according to the schedule appearing on Addendum A of our **Land's End Group Lodging Agreement**, either through a pre-deposit or through arrangements for direct billing to Customer, upon approval of Customer's credit.

**Note:** All deposits must be in US funds. Operator accepts VISA, Master Card and AMEX. Customer must ensure payment reaches Land's End and clears the bank prior to the deposit's due date. Operator may cancel any reserved rooms for which a guarantee has not been timely received.



- 3) **Direct-Bill Accounts:** As an alternative form of payment at check-out, and with advanced notice and acceptance by Operator, a master “House Account” may be established to allow Customer to direct bill their charges, but only in circumstances when other forms of payment cannot be made. When direct-billed, Customer will be invoiced upon check-out and agrees to pay such sums upon receipt of invoice, or as otherwise agreed to.
- 4) **Room Blocks:** A Room Block is any number of rooms held for the Customer’s exclusive use to re-market to third parties in the future—i.e., there are no confirmed individual names or reservations associated with the rooms being held or reserved for Customer at the time the Room Block is made.
- A) If Customer requires a Handicap accessible room within Room Block, such request must be specifically identified by Customer at the time of initial reservation request.
- B) A Room Block is held for Customer only pursuant to a fully executed Land’s End Group Lodging Agreement, Addendum A. Addendum A will list the Initial Room Block, the Room Types and Rates, and will summarize the deposit requirements to guarantee the Initial Room Block until 60 days in advance of scheduled arrival, at which time the Room Block must be guaranteed according to the following schedule, or Operator will release the Room Block:
- i) **Customer’s Original Room Block:** Customer’s Original Room Block will be attached to Land’s End Group Lodging Agreement as Addendum A. Upon execution of a Group Lodging Agreement, Customer will make an initial cash deposit equivalent to 10% of the value of the Room Block in exchange for Operator’s guarantee to reserve the Original Room Block up until 60 days prior to scheduled arrival (Refer to Addendum A for the respective arrival date to determine the exact 60 days prior date). The Original Room Block will not be considered reserved or guaranteed by Operator until an executed copy of this Agreement AND the initial deposit has been received by Operator. Required periodic deposit amounts and dates are itemized on Addendum A.

Up until 60 days prior to each scheduled arrival date, Customer will be allowed to make periodic adjustments to the Original Room Block by adding or removing rooms for any arrival dates. All adjustments to the Original Room Block must be submitted by Customer to Operator in writing and must be acknowledged by Operator via written confirmation to be considered valid and guaranteed by Operator. Rooms not appearing on Addendum A may be added, at the election of Operator, subsequent to the date of execution of Addendum A, but only if agreed to in writing by both parties hereto.

- ii) **Customer’s Final Room Block:** At 59 days prior to scheduled arrival date, the Original Room Block—as modified and accepted by the parties-- will automatically



become the Final Room Block. The Final Room Block will represent a complete list of the rooms reserved by Operator for Customer and for which Customer guarantees payment in full, subject to the Cancellation provisions under Paragraph 6 below.

- 5) Manifests / Rooming Lists:** 59 days and less prior to scheduled arrival date, Customer will provide Operator with periodic updates and reports on Customer's sales progress, which reports will contain any changes to the Final Room Block. Customer will provide Operator with guest names, or Manifests, for each room listed on the Final Room Block no later than 30 days prior to each scheduled arrival date. Since any cancellations made less than 30-days prior to scheduled arrival will result in a 100% cancellation fee, Operator's 30-day manifest will represent the basis for final invoicing to Customer.
- 6) Cancellations:** All cancellations must be in writing. Customer must receive a cancellation number from Operator in writing for the cancellation to be valid. Customer will be asked to provide the cancellation number, so please retain it. To receive a refund for any portion of your deposit for the cancellation of a reservation, Operator must receive notice of your cancellation according to the following schedule:
- A) Individual:** To receive a full refund, cancellation of an individual reservation must be received prior to 48 hours in advance of scheduled arrival. Cancellations within 48 hours of scheduled arrival result in a cancellation fee of 100%.
- B) Group:** To receive a refund, or to avoid penalties for late cancellation, Group cancellations must be received and confirmed according to the following schedule.
- i)** Customer may cancel individual rooms or smaller blocks of rooms within their total Room Block up to 60 days prior to the arrival date for each reservation with no penalty or cancellation fee.
  - ii)** Any rooms cancelled within 59– 31 days from each of Customer's individual arrival dates will be charged a cancellation fee of 50% of the total room revenue cancelled (i.e. 50% of the applicable room rate listed in Addendum A for each room cancelled multiplied by the number of nights cancelled).
  - iii)** All rooms cancelled within 30 days from each of Customer's individual arrival dates will be charged a cancellation fee of 100% of the total room revenue cancelled (i.e. 100% of the applicable room rate listed in Addendum A for each room cancelled multiplied by the number of nights cancelled.)

Note: The cancellation fees applied under A and B above may—at the election of Operator-- be reduced by the revenue generated from cancelled rooms that Operator is able to subsequently re-sell to another customer.



- 7) **Group Check-in:** Operator will require Group Check-in for all Group Reservations. Individuals seeking room-charge capability must create an individual folio with an open credit card to secure payment for all incidental charges. Customer or their agent must accept responsibility for issuing individual keys, and for informing the group participants of Operator's Hotel Policies, attached hereto as Addendum B.

