



Addendum D
Land's End Group Lodging Agreement
Common Terms and Conditions

1. **Parking:** Operator offers free parking to Land's End customers only, on a first-come, first-served basis.
2. **ADA:** Land's End is a "place of public accommodations," as defined in Title III of the Americans with Disabilities Act. Land's End believes the hotel and its entire facility is in compliance with ADA standards, but does not guarantee that it is.
3. **Insurance Requirements:** Both parties agree to maintain comprehensive general liability insurance providing coverage in generally accepted limits and with reasonable commercial terms, given their respective operations. Operator reserves the right to request evidence of such insurance from Customer and to be listed as "named insured" on Customer's policy if the volume of business with Customer justifies it.
4. **Indemnification:** Operator agrees to indemnify Customer and its affiliates, together with the officers, directors and employees of Customer and its affiliates, and hold them harmless from and against any and all claims, losses, lawsuits, damages and expenses arising from, incurred as a consequence of, or otherwise attributable to the negligence, recklessness or willful fault of Operator or any of its employees, officers, representative or agents in providing the Services. Customer agrees to indemnify Operator and its affiliates, together with the officers, directors and employees of Operator and its affiliates, and hold them harmless from and against any and all claims, losses, lawsuits, damages and expenses arising from, incurred as a consequence of or otherwise attributable to the negligence, recklessness or willful fault of Customer or its affiliates in providing the services for which it is paid.

A party's indemnification obligations shall only apply if: (i) the Indemnified Party has given the Indemnifying Party prompt written notice of the claim or cause of action and authorized the Indemnifying Party to assume the defense thereof through legal counsel selected by the Indemnifying Party and consented to by the Indemnified Party, which consent shall not be unreasonably withheld; (ii) the Indemnified Party provides the Indemnifying Party with such assistance and cooperation in responding to and defending against the claim or cause of action as the Indemnifying Party reasonably requests; and (iii) the Indemnified Party does not engage in any settlement negotiations or agree to any settlement of the claim or cause of action without the prior written consent of the Indemnifying Party.

5. **Default/Termination:** If Customer shall default in its obligations under any Agreement with Land's End, and shall fail to cure the default within 10 days after notice from the non-defaulting party (unless the default is not curable, in which event there shall be no requirement of notice or cure period), the non-defaulting party may, by notice to the defaulting party, terminate this Agreement. The termination or expiration of this



Agreement shall not terminate the liabilities and obligations of the parties to the extent such obligations or liabilities were incurred within the Term of Service herein.

- 6. Force Majeure:** The failure to perform any obligation under this Agreement shall be excused if due to Force Majeure, including but not limited to Acts of God, fire, earthquakes or other catastrophes as well as acts of a public enemy, or acts of any government, or other emergencies making it illegal or impossible to provide the Services described herein--but only if the party claiming the Force Majeure promptly notifies the other party as soon as it becomes aware that it will be unable to perform.
- 7. Independent Businesses:** The relationship of the parties shall be that of independent businesses. Nothing contained herein shall constitute either party the partner, agent or joint venturer of the other party or give either party the right to contract on behalf of or obligate the other party.
- 8. Entire Agreement / Amendments:** This Addendum D is a permanent attachment to the **Land's End Group Lodging Agreement**, and is an enforceable provision of that Agreement as though attached thereto.
- 9. Waivers:** The obligations of a party shall not be considered to have been waived, by course of dealing or otherwise, unless a duly authorized officer of the other party shall have executed an express written instrument granting such waiver.
- 10. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.
- 11. Dispute Resolution:** Any controversy, claim or dispute arising out of, or relating to this Agreement, shall, at the option of the Operator, be settled through non-binding mediation or binding arbitration conducted in accordance with the rules of the American Arbitration Association or through an action brought in any court of competent jurisdiction in the State of Alaska for trial and determination by such court without a jury. In connection with any such litigation, including appellate proceedings, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. By your execution of this Agreement, you hereby consent to the jurisdiction of a court of competent jurisdiction in the state of Alaska, and to service of process outside Alaska pursuant to the applicable requirements of such court in any matter so submitted to it, and you expressly waive the right to a trial by jury. Further, any judgment or award rendered by the arbitration as referenced above, may be entered in any court in Alaska having jurisdiction thereof, or in any court having jurisdiction over the party against whom judgment is sought, to be enforced.