

B&B Dreams Do Come True: Terms and Conditions

As a condition to participating in Lanier Publishing's Dreams Do Come True certificate and coupon program (the "Promotions"), the inn listed on the accompanying authorization form ("Participant") agrees to the following:

Use of Participant's Materials: Participant acknowledges and agrees that Lanier Publishing and/or its Partners and Distributors may publish and generally use the information and materials that Participant provides to it ("Participant's Materials") in any and all materials related to the Promotions, including but not limited to the Books, and art, publications, advertising, and media of all kinds ("Promotion Materials") and the copyright in all of Promotion Materials shall be owned by Lanier Publishing and/or the Partners and Distributors. Participant acknowledges and agrees that Participant's Materials may be altered, colored, modified, or used in conjunction with other materials in any manner in the sole discretion of Lanier Publishing. Participant waives any right to inspect or approve such materials or the use to which such materials are put by Lanier Publishing and/or Partners and Distributors, and generally releases Lanier Publishing, the Partners and Distributors, and their respective officers, directors, employees, agents, and representatives from any liability of any kind for such use.

Indemnity: Participant agrees to defend, indemnify, and hold harmless Lanier Publishing and their partners and distributors, and their respective officers, shareholders, employees, proprietors, contractors, and representatives, from and against any and all claims, demands, liabilities, suits or judgments arising out of or in any way relating to any aspect of the Promotions, including but not limited to (i) Participant's breach of any provision of this Agreement; (ii) personal injury to or deaths of Participant's guests making use of the Promotions ("Guests"), their family members and invitees, or to Participant, Participant's agents and employees, guests, customers and invitees; (iii) any loss, injury, or damage to any personal property, including, without limitation the property of Guests, their family members and their invitees, and Participant, Participant's agents and employees, guests, customers and invitees; and (iv) infringement of any third-party proprietary rights and any other claim arising from use of Participant's Materials, including, without limitation, claims relating to the infringement of copyrights, trademarks, and rights of publicity and privacy; and (v) any conduct of Participant and/or Participant's agents, employees or representatives.

Representations and Warranties: Participant represents and warrants that (i) it holds all licenses and permits that are necessary to allow it to provide guest accommodations and, if applicable, food and meal service of the type offered under the Promotions, and that it will maintain in effect all such licenses and permits during the full term of the Promotions; (ii) that it is legally authorized to offer its premises for use as guest accommodations and, if applicable, to provide for and meal services of the type provided at the premises and there is no action or threatened action by any municipal, administrative or governmental body could affect that authorization (ii) it will provide its accommodations and, if applicable, any food or meal service, in a professional and workmanlike manner and that, at minimum, it will maintain and provide its guest accommodations in a clean and safe with suitable electricity, heat and plumbing, and all such utilities (and other fixtures and appliance) will be in good working order and will comply with all applicable municipal, county, state codes and ordinances; and (iv) Participant maintains in effect at all times liability and casualty insurance with a reputable carrier and with policy limits and deductibles that are suitable for its business and its reasonably foreseeable liabilities.

Disclaimers. Participant understands and acknowledges that participation in the Promotions does not guaranty any additional business or improved revenues. EXCEPT FOR PARTICIPANT'S WARRANTIES ABOVE, PARTICIPANT, LANIER PUBLISHING AND THEIR PARTNERS AND DISTRUBUTERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY IN NATURE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Liability for Breach: Participant understands and acknowledges that certificates and other materials, once placed in circulation, are irrevocable and that Participant's failure to honor such materials may cause injury to Lanier Publishing and their partners and distributors). Participant agrees that it is solely liable for any and all such damages and agrees to defend and indemnify Lanier Publishing and Sponsors, and their respective officers, shareholders, employees, proprietors, contractors, and representatives, for such damages as provided above. Participant further acknowledges that its failure to honor the Promotions is likely to cause irreparable harm to Lanier Publishing and their partners and distributors) and agrees that Lanier Publishing and their partners and distributors may be entitled to injunctive relief, including specific performance to this Agreement as an additional remedy.

Limitation of Liability. IN NO EVENT SHALL LANIER PUBLISHING OR THEIR PARTNERS AND DISTRIBUTOR(S) BE LIABLE FOR SPECIAL, INCIDENTAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

Binding on Successors: If during the term of this Agreement or the Promotion, or any extension thereof, Participant sells the premises, its business, or substantially all of the assets of its business, Participant shall, as a condition of such sale, notify and require the purchaser thereof to assume Participant's obligations under this Agreement. Participant acknowledges that its failure to cause this Agreement to be assumed by a successor may cause irreparable harm to Lanier Publishing and their partners and distributors and that Lanier Publishing and their partners and distributors may be entitled to injunctive relief, including specific performance to this Agreement.

No Agency or Other Relationship: The relationship established between the parties by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to constitute the parties as partners, joint venturers, co-owners, franchisers or otherwise as participants in a joint or common undertaking for any purpose whatsoever. Lanier Publishing and their partners and distributors have no control of Participant or Participant's business, including but not limited to the condition of the accommodations to be provided by Participant to Guests.

Entire Agreement: This Agreement, including the recitals, terms and conditions set forth here, on the reverse, and in the attached Authorization, if any, constitute the entire agreement of the parties, and no representations, warranties, covenants or promises of any kind have been made by either party to the other party except as expressly set forth herein.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and fully performed therein by residents thereof. Any dispute arising under this Agreement will be resolved in the state or federal courts having jurisdiction in the County of Sonoma, California, and Participant submits to the personal jurisdiction of such courts.

Amendment, Waiver, Severability: This Agreement may only be modified or amended by a written instrument signed by both parties. A waiver of any right by a party will only be effective if in writing by the party charged with the waiver and will only be effective for the single occurrence waived. If any provision of this Agreement is determined to be unenforceable, it will be severed from the Agreement and the remaining provisions will be construed in a manner that gives effect to the parties' intentions.

Attorneys' Fees: The prevailing party in any action arising from this Agreement shall be entitled to recover attorney's fees, costs and expenses.