



CENTRAL COUNCIL
Tlingit and Haida Indian Tribes of Alaska
Office of the President • Edward K. Thomas Building
9097 Glacier Highway • Juneau, Alaska 99801

Executive Council of the Central Council
TLINGIT & HAIDA INDIAN TRIBES OF ALASKA

Resolution EC 25-84

Title: Limited Waiver of Sovereign Immunity for Toast Merchant Agreement

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally recognized tribe with more than 38,000 citizens; and

WHEREAS, under Article X of the Tlingit & Haida Constitution, the Executive Council is the governing body of Tlingit & Haida when the Tribal Assembly is not in session; and

WHEREAS, the Tribal Assembly is not in session; and

WHEREAS, Tlingit & Haida seeks to use Toast for credit card payment processing for tribal enterprises; and

WHEREAS, Tlingit & Haida wishes to enter into the Toast Merchant Agreement (the Agreement) which governs Toast's services in the United States; and

WHEREAS, the Agreement requires a limited waiver of sovereign immunity for disputes arising out of and related to the Agreement; and

WHEREAS, Article VII, Section 4 of Tlingit & Haida's constitution states that waivers of sovereign immunity are "disfavored" and are only to be granted when it is "necessary to secure a substantial advantage or benefit to Tlingit & Haida";

NOW THEREFORE BE IT RESOLVED, that the Executive Council of Central Council Tlingit & Haida Indian Tribes of Alaska hereby determines that granting a limited waiver of sovereign immunity is necessary to allow tribal enterprises to process credit card payments effectively and efficiently at an affordable price; and

BE IT FURTHER RESOLVED, that Tlingit & Haida expressly, unequivocally, and irrevocably waives its sovereign immunity from suit and will not raise sovereign immunity as a defense in a judicial action brought therein by Toast, subject to the following limitations:

1. Notwithstanding any applicable statute of limitations or other applicable law, the Waiver shall be enforceable while the Agreement is in effect; the Waiver shall expire when the Agreement is terminated, so long as the Waiver remains in effect for any proceeding then pending in arbitration or a court action, as well as all appeals therefrom, until such matters have been finally determined;
2. The Waiver applies solely with respect to claims or causes of action arising out of the Agreement that are brought in accordance with the laws of Massachusetts and the commercial arbitration rules of the American Arbitration Association;
3. The Waiver is solely in favor of Toast and does not extend to any other person, company, or entity;
4. The Limited Waiver does not waive the immunity of Tlingit & Haida's officers, employees, officers, agents, and members;
5. This Waiver is not to be construed as a waiver of or consent to attachment, execution, levy, encumbrance, or other judicial process upon:
 - a. Any real property, or interest in real property, of Tlingit & Haida or its sub-entities, whether held in fee, in trust for the benefit of Tlingit & Haida or any tribal citizen by the United States, or as restricted fee simple land; or
 - b. Any federal, state, or grant funds held, or to be received by, Tlingit & Haida, in trust or otherwise.


ADOPTED this 16th day of May 2025, by the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska, by a vote of 6 yeas, 0 nays, 0 abstentions and 0 absences.

CERTIFY



President Richard J. Peterson

ATTEST



Tribal Secretary Jacqueline L. Pata