

## CONFERENCE CENTER MANAGEMENT AGREEMENT

This Conference Center Management Agreement (this "Agreement") is made effective as of January 1, 2023 (the "Effective Date") by and between **BASE VILLAGE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and **SNOWMASS MOUNTAIN LODGING, LLC**, a Delaware limited liability company (the "Manager"). The District and the Manager are referred to individually as a "Party" and collectively as the "Parties."

### Recitals

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users;

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District;

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys;

WHEREAS, the District owns that certain Commercial Unit 1, Capitol Peak Lodge, according to Declaration of Covenants, Conditions and Restrictions for Capitol Peak Lodge Condominium recorded March 21, 2008 at Reception No. 547692 in the real property records of Pitkin County, Colorado (as amended, the "Declaration"), which Commercial Unit contains certain improvements known as the Base Village Conference Center consisting of an approximately 16,000 square foot facility and certain equipment and furnishings (collectively, the "Conference Center"); and

WHEREAS, the District desires to enter into an agreement for the management and operation of the Conference Center, and the Manager desires to provide management and operation services for the Conference Center for the District as provided in this Agreement.

### Agreement

In consideration of the recitals and mutual covenants herein contained, the District and the Manager agree as follows:

1. Appointment. The District appoints the Manager as the exclusive managing agent of the Conference Center to perform the management and operations services described below, and the Manager accepts such appointment, under the terms of this Agreement.

2. Term; Termination.

(a) Unless sooner terminated as provided in this Agreement or pursuant to applicable law, the term of this Agreement will commence as of the Effective Date and shall expire on December 31, 2023. Thereafter, the term of this Agreement shall be automatically extended and shall continue for successive periods of one (1) calendar year each, commencing on January 1 and expiring on December 31 in each instance absent cancellation by either party pursuant to Section 2(b) below or as otherwise provided in this Agreement or pursuant to applicable law.

(b) Notwithstanding the foregoing, either the District or the Manager may terminate this

Agreement, with or without cause, by giving written notice to the other Party ninety (90) days' prior written notice of the intent to terminate the Agreement. The Agreement shall terminate at the end of such ninety (90) day period or on such other date as agreed upon in writing between the Parties.

3. Authority of Manager. Subject to the terms and conditions of this Agreement, Manager shall have the right to determine operating policy, quality of service and standards of operation consistent with the Management Standard (defined below), and any other matters affecting customer and other third-party relations or the efficient management and operation of the Conference Center. Further, Manager is authorized to manage conference bookings and the administration of same, including, without limitation, the right to enter into or to cause its agents, employees or subcontractors to enter into and carry out the purposes of usage agreements, the right to process refunds of deposits in accordance with Manager's cancellation policies, and the right to conduct the Services as defined in Section 4 below. Manager shall further have the authority to deal on behalf of the District with the Capitol Peak Lodge Condominium Association (the "CPL Association") and the Base Village Company, Inc. (the "Master Association") and, in furtherance of such authority, the District hereby grants to Manager its proxy to vote on all matters in the CPL Association and the Master Association during the term of this Agreement. The "Management Standard" is hereby defined as Manager employing the skill and knowledge customarily employed by other management companies performing similar services for resort conference centers in the area.

4. Services of Manager. The Manager will perform the following services (the "Services"), any or all of which services the Manager may subcontract and delegate to others (including without limitation to affiliates of the Manager or any other third party selected by the Manager):

(a) Maintain, operate and repair the Conference Center and related improvements (including facilities, furnishings, and equipment related thereto), in good, clean, attractive and sanitary condition and repair commensurate with the Management Standard. The foregoing shall include (i) hiring, paying and supervising (and discharging, if necessary) all persons necessary to be employed or retained as independent contractors in order to properly maintain, operate and repair the Conference Center; and (ii) making and entering into such vendor contracts and purchases in either the District's or the Manager's name, as the Manager elects, as may be deemed necessary or desirable to meet the foregoing maintenance and repair obligations (including, without limitation, contracts for utilities, trash removal, and other services necessary to the District), all in accordance with the Management Standard and the District's approved annual budget. With respect to specific items of maintenance or repair, the Manager, as the authorized agent to incur obligations and make expenditures on behalf of the District in accordance with the approved budget, shall, except in the circumstances of an emergency nature, request the advance approval of the District for any unbudgeted single expense in excess of \$10,000. The Manager will use diligent efforts to obtain the best price available as to any good or service (including obtaining multiple bids from contractors or vendors, where applicable or required by law), consistent with the need to maintain a high quality of goods and services, as the Manager deems advisable in the best interest of the District.

(b) Manager shall manage the use of the Conference Center, including the leasing, licensing, permitting and other authorization for the use of the Conference Center facilities, including, without limitation, the administration of the applications for use and the entering into use agreements governing the temporary use of the Conference Center. Manager shall further manage the planning, programming, scheduling, administering and regulating of all such uses of the Conference Center. Use agreements shall be made in the District's or the Manager's name as agent for the District as determined by Manager.

(c) Subject to the limitations of the District's approved annual budget or overage limits in this Agreement, purchase and/or rent equipment, tools, vehicles, appliances, goods, supplies,

materials and other items of personal property as are reasonably necessary to perform the Services, including the maintenance, upkeep, repair, replacement, refurbishing and preservation of the Conference Center. Purchases paid for by the District shall remain the property of the District.

(d) Provided that such costs are fully funded by the District or by revenues generated from the operation of the Conference Center, pay all costs incurred in the management and operation of the Conference Center and provided in the approved budget, including all operating expenses, payroll, taxes, insurance premiums, license fees, management fees and other expenses.

(e) Obtain insurance proposals as reasonably requested by the District; to the extent commercially available, cause to be acquired and maintained in force all insurance as the District from time to time requests to be acquired and maintained, which insurance may be secured under an individual policy or policies or under a master policy entered into by the Manager on behalf of the District; and act as agent for the District in connection with such insurance as instructed by the District or as reasonably determined by Manager to be in the best interests of the District.

(f) Maintain records and an accounting system, including invoices and any other documentation provided by third parties, in accordance with the Management Standard. Such records shall be sufficient to generally describe the Services the Manager has performed under this Agreement, the expenses it incurred in rendering such Services, the revenues generated from the operation of the Conference Center, and any payments made on behalf of the District for the Services. Such records will be kept on-site or at the office of the Manager or its subcontractor or delegate, or at an internet-based storage service and shall be available for inspection by the District or its representatives, or an expert or independent auditor employed by and at the cost and expense of the District, during normal business hours and/or at such other reasonable time as the Manager shall agree. Any expert or independent auditor may also conduct an external audit; provided the cost for same is paid by the District and said independent auditor.

(g) No less than 90 days prior to the new fiscal year of the District, Manager shall prepare and propose to the District for its approval an operating budget for the following fiscal year, setting forth the anticipated revenues and expenses of the District for the year. The Manager, if requested by the District, shall also assist with the preparation of any reserve studies for the Conference Center.

(h) Invoice and collect revenues from users of the Conference Center and direct that such revenues be deposited directly into the District's accounts or otherwise made payable to the District and not the Manager. The Manager shall implement the decisions as directed by the District as related to collection and enforcement, provided, however, that all legal matters in connection with the collection of delinquent accounts shall be conducted through the District's legal counsel.

(i) Subject to the budget restrictions herein, the Manager may retain and employ such professionals and such other experts (e.g., accountants, engineers, attorneys) whose services may be reasonably required to effectively perform its duties and exercise its power hereunder, and to employ same on such basis as it deems most beneficial.

(j) Assist the District in connection with minor construction and repair projects, including, without limitation, the solicitation of bids for same. The District acknowledges that Manager maintains an internal engineering and maintenance department. Should the District require construction and repair services which Manager's internal department is able to provide, Manager shall be entitled to charge the District for the services provided (the "Engineering Services Charges") at Manager's then-current rates as long as such then-current rates are included in the District's annual budget or otherwise approved by the District. Should the District request Manager's involvement in larger projects and Manager is willing to provide such assistance, Manager shall be entitled to charge a separate fee, subject to the

approval of the District.

(k) The Manager may elect, at its sole discretion at any time, to install certain equipment owned by the Manager for the direct or indirect purpose of managing the operations of the District. Any such equipment shall remain the property of Manager at all times.

(l) Notwithstanding anything to the contrary contained herein, the Manager shall have power to make emergency expenditures, regardless of whether contemplated in the approved budget, where necessary to avoid immediate danger to life or property, without the prior approval of the District, but the Manager shall inform the District at the earliest reasonable time thereafter both orally and in writing.

5. No Interference. The District will fully cooperate with the Manager and will take all actions reasonably necessary to assist the Manager in performing the Services. The District shall not interfere nor permit, allow or cause any of its officers or directors to interfere with the Manager in the performance of its duties or the exercise of any of its powers hereunder. In no instance shall the Manager need to take direction or instruction from any individual director.

6. Fees and Expenses.

(a) Accounting Fee and Management Fee. During the term of this Agreement, the District will pay to the Manager (i) an accounting fee (the "**Accounting Fee**") equal to \$20,000.00 per year, payable quarterly in advance within 10 days after the beginning of each calendar quarter of the District, for the performance of accounting services for the District, and (ii) a management fee (the "**Management Fee**") equal to \$34,300.00 per year, payable quarterly in advance within 10 days after the beginning of each calendar quarter, for the performance of the Services other than the accounting services. The Accounting Fee and the Management Fee (collectively, the "**Manager Fees**") are subject to adjustment as provided in Section 6(b) below. The Manager, in its reasonable judgment, has the right to apply revenues collected from the operation of the Conference Center to the payment of the Conference Center's expenses, including without limitation the Manager's fees and overhead expenses, and other items reflected in the budget. The Manager Fees are not subject to deferral. If the Manager Fees are not paid within 10 days after the beginning of each calendar quarter, the past due amount shall be subject to a late charge of \$500 and start accruing interest at 7% per annum until paid.

(b) Adjustments to Manager Fees. The Manager Fees will be adjusted as set forth below effective as of each January 1 during the term of this Agreement. For this purpose, "base year" means the full calendar year during which the term of this Agreement commences, and "Consumer Price Index" means the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (1982-84 = 100) for the Denver Standard Metropolitan Statistical Area. The January 1 adjustment will be based on the percentage difference between the Consumer Price Index for the month of December that immediately precedes the base year, and the Consumer Price Index for December of the base year. If the Consumer Price Index for December in any calendar year during the term of this Agreement is greater than the Consumer Price Index for the base year, then the Manager Fees payable during the next calendar year (without regard to any previous adjustments under this paragraph) will be multiplied by the percentage difference between the Consumer Price Index for such December and the Consumer Price Index for the base year, and the Manager Fees will be increased by the product effective as of such January 1. (For example, if the Effective Date of this Agreement occurs in calendar year 2023, then the base year is 2023; the adjustment will be based on any increase in the Consumer Price Index from December 2022 to December 2023; and the adjustment will be effective beginning January 1, 2024.) The adjusted Manager Fees will be payable until it is readjusted pursuant to the terms of this Agreement. If a substantial change is made in the Consumer Price Index, then the Consumer Price Index adjustment will be adjusted to the

figure that would have been used had the manner of computing the Consumer Price Index in effect at the date of this Agreement not been altered. If the Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information used in determining the Consumer Price Index will be selected by the Manager in its reasonable discretion and used in the place of the Consumer Price Index. No adjustments will be made to the annual fee adjustment due to any revision that may be made in the Consumer Price Index by the Bureau of Labor Statistics for any month. The Manager's delay or failure, beyond January 1 of any year, in computing or billing for these adjustments will not impair the continuing obligation of the District to pay such adjustments.

(c) Reimbursement of Expenses. Notwithstanding any contrary provision herein, the District shall reimburse the Manager for all direct expenses incurred on behalf of the District. "Direct expenses" shall include any ordinary and necessary expenses made on behalf of the District pursuant to an approved budget or as otherwise permitted under this Agreement, including, without limitation, (i) items of personal property, including parts and supplies and housekeeping supplies and equipment, purchased by the Manager on behalf of the District, (ii) costs of all employees hired to perform the services hereunder, including their salaries and wages, taxes, benefits (which may be at hourly rates inclusive of wages, taxes and benefits) and other employment expenses (including the costs of employee education and training by third parties), (iii) fees and expenses of any independent contractors retained by the Manager to perform the Services hereunder, and (iv) costs of other obligations and direct expenses incurred by the Manager on behalf of the District pursuant to this Agreement. "Direct expenses" will not include any salaries, wages, benefits or other expenses for executive officers or the staff of the Manager which does not provide Services directly to the District. It is acknowledged by the Parties that Manager may need to add additional staff, increase staff hours and/or incur additional expenses as bookings for the Conference Center increase and, while Manager will apprise the Board at its regular meetings and will request modifications to the approved budget to address any material budget impacts, it is understood and agreed that Manager shall not be at risk of not receiving reimbursement of direct expenses incurred by Manager in connection with such activities. No part of the Manager Fees, any other compensation paid to the Manager, or any compensation paid to an employee of the Manager, may be based in whole or in part on net profits. "Related Party" means any entity controlled directly or indirectly by the Manager; or controlled directly or indirectly by the same entity, group of entities or persons that controls the Manager (as Related Party is more particularly described in Treasury Regulation 1.150-1(b)).

(d) W-9. Concurrent with the execution of this Agreement, the Manager shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to Manager until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit A.

## 7. Budgeting Procedures.

(a) Preparation and Approval of Budget. Within 30 days after receipt of a proposed budget as described in Section 4(g) above, the District will approve or disapprove the proposed operating budget, and, if it disapproves, will provide notice to the Manager that the District disapproves the proposed budget, stating in reasonable detail in such notice the reasons for its disapproval. If the District does not approve the proposed budget, the Manager will revise the disapproved budget, taking into consideration the reasons for disapproval, and submit a revised budget to the District for its approval. The Manager and the District will then use their respective good faith diligent efforts to agree upon a revised budget until a new budget is approved. If the proposed budget is not approved by the commencement of the fiscal year for which the proposed budget was prepared, then the Manager will continue to operate under the budget that was most recently approved, with such revisions as have been agreed to by the District and the Manager. In the event that Manager and the Board cannot agree on a budget, Manager shall have the right to terminate

this Agreement upon thirty (30) days prior written notice.

(b) Amendment of Budget. A budget may be amended or supplemented at any time only by agreement of the Manager and the District, although it is acknowledged that actual revenues and expenses may not meet the projections in any approved budget. The Manager will use reasonable efforts to give the District prompt notice to the District of any emergency and will submit to the District, within 30 days after occurrence of the emergency, a written amendment to the then-current budget to reflect the impact caused by the emergency.

(c) Operating Account; Minimum Reserves. The District shall establish a separate account or sub-account for the purpose of holding deposits, depositing revenues and paying expenses as contemplated by this Agreement. The District will be required to maintain sufficient cash in the District's operating account to meet or exceed one month's estimated payroll and operating and capital expenses net of anticipated revenues as contemplated by the most recently approved budget. The Manager shall use diligent efforts to notify the District at least fifteen (15) days before additional funds may be required.

(d) Annual Budgeting and Appropriations. The District does not intend by this Agreement to create a multiple-fiscal year direct or indirect debt or other multi-year financial obligation, and this Agreement shall not be deemed to create any such debt or obligation beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted in a manner contrary to the immediately preceding sentence, and no provision of this of this Agreement shall be construed or interpreted to pledge or to create a lien on any class or source of District funds. This District's obligations und this Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Agreement. Manager shall have the right to immediately terminate this Agreement in the event of any failure by the District to budget and appropriate the funds contemplated by this Agreement.

8. No Obligation to Advance Funds. The Manager may, but is not obligated to, advance the Manager's own funds to pay any expense, tax or charge on behalf of the District in connection with this Agreement. If the Manager elects to advance any such funds on behalf of the District, the District will repay such amount to the Manager promptly after demand. If such advances are not repaid within 30 days after demand, the Manager will be entitled to interest on such unpaid advances at an annual rate equal to 4% per annum above the prime rate of interest published from time to time by The Wall Street Journal (or if such rate is not so published, then the prime rate of any major bank in New York City selected by the Manager), from the beginning of such 30-day period until such advance is paid in full.

9. Indemnity.

(a) Manager shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the gross negligence or willful misconduct, or any criminal or reckless act or omission of Manager or any of its subcontractors, officers, agents, or employees in connection with this Agreement and/or in connection with Manager's performance of the Services or work pursuant to this Agreement.

(b) The Parties acknowledge and agree that, to the extent permitted by law, the District and District insurance shall be the responsible Party and means for liability matters arising with respect to the Conference Center, except to the extent that Manager's indemnity obligation set forth in

Section 9(a) above applies. Pursuant to the foregoing, the District shall, to the extent permitted by law, defend, indemnify, and hold harmless Manager and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "Manager Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the Manager Indemnitees arising directly or indirectly, in whole or in part, in connection with the Conference Center, this Agreement and/or Manager's performance of the Services or work pursuant to this Agreement, except to the extent such Claim was caused by the Manager's gross negligence or willful misconduct or any criminal or reckless act or omission of Manager or any of its subcontractors, officers, agents, or employees.

(c) In the event the indemnifying Party fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the indemnified Party of the existence of such Claim, the indemnified Party may assume the defense of the Claim with counsel of its own selection, and the indemnifying Party will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the indemnifying Party under the terms of this indemnification obligation.

(d) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

#### 10. Insurance.

(a) The Manager's Insurance. Manager shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in Exhibit B, attached hereto and incorporated herein by this reference. Manager hereby waives, and its insurer as agent is deemed to have waived, all rights of subrogation and rights of recovery against the District, its directors, officers, employees, and agents in connection with Manager's Commercial General Liability coverage.

(b) The District's Insurance. The District shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in Exhibit C, attached hereto and incorporated herein by this reference. The District hereby waives, and its insurer as agent is deemed to have waived, all rights of subrogation and rights of recovery against Manager, its managers, officers, employees, and agents in connection with the District's Commercial General Liability coverage.

(c) Upon the request of either Party, the other Party shall provide the requesting Party with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage. If Manager subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and Manager; provided, however, that sub-contractors of Manager shall not be required by the District to provide coverage in excess of that which is required hereunder of Manager.

(d) A Party's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Party's liability under any provision in this Agreement. The applicable Party shall be responsible for the payment of any deductibles on issued policies.

11. Right of Access. The District hereby grants to the Manager (and any subcontractor or delegate of the Manager) the right of access and use of all portions of the Common Elements, and the

Manager (and any subcontractor or delegate of the Manager) will have the benefit of and all rights to easements and licenses granted or reserved to the District to the extent benefiting the Conference Center, all to facilitate the performance of the Services described in this Agreement.

12. Rights of Manager. The District acknowledges that the Manager may directly or through a third party independent contractor offer services to users of the Conference Center and other third parties, including, without limitation, food and beverage services, pursuant to agreements or sales outside of the terms of this Agreement and to retain related revenues. Without limited the foregoing, Manager has the unilateral right within its discretion to choose a preferred caterer for events held within the Conference Center and to subject the Conference Center spaces to a liquor license held by such third party caterer.

13. Default. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will have the right to terminate this Agreement and/or to enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance or other equitable remedy and/or to assert a claim for direct damages incurred by the defaulting Party. To the fullest extent permitted by law, neither the District nor Manager shall be liable to the other for any punitive, exemplary or consequential damages, including, without limitation, lost or anticipated revenues or profits, and each Party hereby waives the right to receive same.

14. Obligations Upon Expiration/Termination. Upon the expiration or termination of this Agreement for any reason, the Manager shall promptly deliver to the District (with a right of offset for any amounts required to be reimbursed to Manager by the District or otherwise due and payable to the Manager pursuant to this Agreement):

- i. All funds of the District held by the Manager and all account numbers, banking information and records, and such executed agreements and releases relating to the transfer of accounts and assignment or conclusion of contractual obligations as may be required by the District;
- ii. All personal property and effects belonging to the District, including without limitation all keys, property, equipment, supplies, contracts, books and records furnished by or on behalf of the District, drawings, executed usage agreements, insurance policies, receipts for deposits and payments, unpaid bills and correspondence in the Manager's possession at the time of termination and all other papers or documents pertaining to the Conference Center which properly belong to the District. The Manager shall be allowed to retain originals or copies of books and records as required to comply with applicable law and its corporate policies.

15. Qualified Management Agreement Safe Harbor. The parties understand that all or a portion of the Conference Center was or will be financed with proceeds of tax-exempt debt. Accordingly, this Agreement is intended to be interpreted in a manner consistent with the safe harbors found in Rev. Proc. 2017-13 as amended, modified, or replaced from time to time (the "Rev. Proc."). In connection therewith, and without limitation, notwithstanding any other parts of this Agreement that might be interpreted to the contrary, the parties agree as follows (with such representations to be construed within



the meaning and intent of the Rev. Proc.): (i) this Agreement shall not be interpreted as a lease, (ii) no part of the Manager Fees, any other compensation paid to the Manager, or any compensation paid to an employee of the Manager, may be based in whole or in part on net profits, (iii) the Manager is not entitled to take and will not take any tax position that is inconsistent with the Manager being merely a service provider to the District (for example, the Manager agrees not to claim any depreciation or amortization deduction, investment tax credit or deduction for any payment as rent with respect to the Conference Center); (iii) the District must approve (a) the annual budget for the Conference Center, (b) capital expenditures with respect to the Conference Center, (c) each disposition of property that is part of the Conference Center or financed with the proceeds of tax-exempt debt, (d) the range of permissible use rates charged for bookings of the Conference Center, acknowledging and agreeing that certain uses will be allowed on a complementary basis as historically offered (e.g. to Base Village homeowner associations), (e) the general nature of the uses of the Conference Center, and (f) the form of the use agreement to be used in connection bookings at the Conference Center, which current forms are attached hereto as Exhibit D, and (v) the Manager must not have any role or relationship with the District that, in effect, substantially limits the District's ability to exercise its rights under this contract, based on all facts and circumstances.

16. Miscellaneous.

(a) Independent Contractor Status. Manager is an independent contractor and nothing in this Agreement shall constitute or designate Manager or any of its employees or agents as employees or agents of the District. Manager shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for Manager or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. Manager shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by Manager will be deemed employees or sub-contractors of Manager and will not for any purpose be considered employees or agents of the District. **Manager is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by Manager or some other entity other than the District, and Manager is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

(b) No Partnership or Joint Venture. Nothing contained in this Agreement will be construed to create a partnership or joint venture between the District and the Manager. Instead, the relationship of the Manager to the District is that of an independent contractor.

(c) Assignment and Delegation.

Manager shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

(i) with written consent from the District, the Manager may delegate any or all of its authority under this Agreement and may subcontract for Services to be provided under this Agreement.

(d) Amendment. This Agreement may be amended only by a written document signed by an officer of the District and by an officer of the Manager.

(e) Notices. When either Party hereto desire to or are required to give notice to the other in connection with and according to the terms of this Agreement, such notice shall be given to the District and the Manager as follows:

If to the District: Base Village Metropolitan District No. 1  
P.O. Box 5550  
Snowmass Village, CO 81615  
Attention: Kelly Brockett  
Phone: (303) 858-1800  
E-mail: kbrockett@eastwest.com

With a copy to: WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Trish K. Harris  
Phone: (303) 858-1800  
E-mail: tharris@wbapc.com

If to the Manager: Snowmass Mountain Lodging, LLC  
P.O. Box 5550  
Snowmass Village, CO 81615

With a copy to: Richard D. Travers, Esq.  
Wear Travers Perkins LLC  
97 Main Street, Suite E-202  
Edwards, CO 81632

All notices required or permitted by this Agreement shall be in writing and shall be sent by registered or certified United States mail, postage prepaid, and shall be effective on the date set forth on the receipt of registered or certified mail, or on the third day after mailing, whichever is earlier.

(f) Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements between the Parties.

(g) Binding Effect. This Agreement will inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

(h) Headings. Headings to the various sections of this Agreement are used for convenience only and will in no way be used to determine the purpose and intent of this Agreement.

(i) No Waiver. Waiver by either Party of any right under this Agreement will not constitute a continuing waiver of the same or any other right.

(j) Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being

that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

(k) Governing Law. This Agreement will be governed by the laws of Colorado.

(l) Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, Manager shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

(m) Litigation. Manager shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

(n) Good Faith of Parties. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

(o) Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

(p) Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

(q) No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

(r) Open Records. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

(s) Tax Exempt Status. The District is exempt from Colorado state sales and use

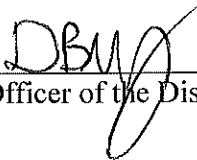
taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Manager with a copy of its certificate of tax exemption. Manager and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. Manager and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate

(u) Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.


*[signature page follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**  
BASE VILLAGE METROPOLITAN  
DISTRICT NO. 1, a quasi-municipal  
corporation and political subdivision of the  
State of Colorado


  
\_\_\_\_\_  
Officer of the District

ATTEST:

  
\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

  
\_\_\_\_\_  
General Counsel for the District

**MANAGER:**  
SNOWMASS MOUNTAIN LODGING, LLC,  
a Delaware limited liability company



Scott Williams

Printed Name

Dir of Ops

Title

STATE OF COLORADO )

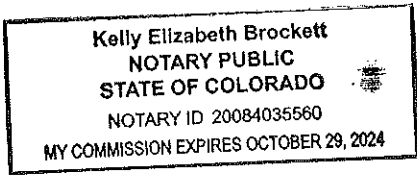
COUNTY OF Pitkin )

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 9 day of January 2023, by Scott Williams, as the Director of Operations of Snowmass Mountain Lodging, LLC.

Witness my hand and official seal.

My commission expires: 10-29-24



Kelly Elizabeth Brockett  
Notary Public

**EXHIBIT A**  
**CONTRACTOR'S COMPLETED W-9**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>SV Snowmass Hospitality dba Snowmass Mountain Lodging</b>			
	2 Business name/disregarded entity name, if different from above <b>Snowmass Mountain Lodging</b>			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 5550</b>		Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Snowmass Village, CO 81615</b>			
	7 List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
or										
<b>Employer identification number</b>										
8	1		-	4	6	4	5	1	4	0

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <b>Veselka Minkova</b>	<small>Digitally signed by Veselka Minkova DN: cn=Veselka Minkova, o=East West Hospitality, ou=East West Hospitality, email=veselka.minkova@eastwest.com, c=US Date: 2021.01.07 15:39:31 -0700</small>	Date ▶ <b>3.2.2022</b>
------------------	---	--	------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**EXHIBIT B**

**MANAGER INSURANCE REQUIREMENTS**

Commercial General Liability	Each Occurrence	\$1,000,000
	Damage to Rented Premises (each occurrence)	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products – Completed Operations Aggregate	\$2,000,000
Automobile Liability	Combined Single Limit (each accident)	\$1,000,000
Umbrella Liability	Each Occurrence	\$1,500,000
	Aggregate	\$1,500,000
Crime/Employee Dishonesty	Limit	\$5,000,000

**EXHIBIT C**

**DISTRICT INSURANCE REQUIREMENTS**



**Colorado Special Districts  
Property and Liability Pool**

**Public Entity Liability and Auto Physical Damage Certificate Holder Declaration**

Master Coverage Document Number: CSD Pool CTC 01 01 22 and CSD Pool PEL 01 01 23

Certificate Number: 23PL-60196-2281

Coverage Period: 1/1/2023 to EOD 12/31/2023

**Named Member:**

Base Village Metropolitan District No. 1  
c/o White, Bear, Ankele, Tanaka, & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122

**Broker of Record:**

TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	\$1,000	\$4,440
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	\$1,000	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$359
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	\$2,000,000	None	None	\$1,219
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments -- Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included
<b>Total Contribution</b>				<b>\$7,378</b>

\*Employment Practices Liability Deductible: 50% of loss including indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

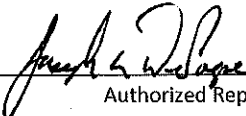
\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

**Additional Endorsements applicable to Member:**

Additional Covered Member - Designated Person or Organization Automatic Status when Required under a written contract or agreement with the Member

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:   
Authorized Representative



### Property Certificate Holder Declaration

**Master Coverage Document Number:** CSD Pool CTC 01 01 22 and CSD Pool Property 01 01 23  
**Certificate Number:** 23PL-60196-2281 **Coverage Period:** 1/1/2023 to EOD 12/31/2023

<b><u>Named Member:</u></b> Base Village Metropolitan District No. 1 c/o White, Bear, Ankele, Tanaka, & Waldron 2154 E. Commons Avenue, Suite 2000 Centennial, CO 80122	<b><u>Broker of Record:</u></b> TCW Risk Management 384 Inverness Parkway Suite 170 Englewood, CO 80112
---	---

**Limit of Coverage per Occurrence:**

- \$23,286,002 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.
- \$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule.
  - \$ Inland Marine Scheduled items.
- \$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.
- \$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule.  
Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

**Locations Covered:** Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

**Report of Values:** Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

**Perils Covered:** Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage Document.

**Deductibles:** \$10,000 Per Occurrence, except where noted on Member's Schedules  
Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.  
Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

**Contribution:** \$41,153

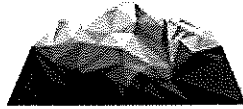
**Additional Endorsements applicable to Member:**

- Cosmetic Damage Exclusion
- Wind and Hail Deductible Endorsement

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Property Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:   
Authorized Representative

**EXHIBIT D**  
USE AGREEMENT FORMS



110 Carriage Way (physical)  
Snowmass Village, CO 81615  
Phone(970) 924-6054

**Banquet Event Order**

<b>Account:</b> Base Village Metro District #1	<b>Event Date:</b> DATE TBD
<b>Post As:</b>	<b>Contact:</b>
<b>Address:</b>	<b>Phone:</b>
	<b>Fax:</b>
	<b>OnSite Contact:</b>
<b>Deposit:</b> Tax Exempt:	<b>Booked By:</b> Sarah Sanders
<b>Payment:</b>	<b>Catering Manager:</b>
<b>Master Account:</b>	<b>Service Manager:</b>

Time	Room	Function	Setup	AGR	GTD	SET	Rental
Time:	Grand Ballroom	TBD	TBD				\$0.00

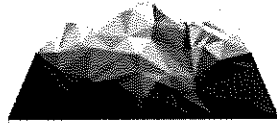
<p><b>FOOD</b></p> <hr/> <p>**** No Food Items Requested ****</p> <p><b>BEVERAGE</b></p> <hr/> <p>Room: Midway Bar &amp; Veranda Event:</p>	<p><b>SET UP</b></p> <hr/> <p>Event: TBD Existing tables and chairs.</p> <p><b>AUDIO VISUAL</b></p> <hr/> <p><b>LABOR</b></p> <hr/> <p><b>MISCELLANEOUS</b></p> <hr/> <p><b>CATERING SPECIAL INSTRUCTIONS</b></p> <hr/>
---	---

Base Village Conference & Events Center \_\_\_\_\_ Date

Client Approval \_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date



**SNOWMASS**  
conference & events center

**Catering Contract**

**Account:** **Property:** Base Village Conference Center  
**Event:** **Property Contact:** Sarah Sanders  
**Contact:** **Title:** Director of Plaza and Event Venues  
**Title:** **Property Address:** 110 Carriage Way  
**Account Address:** Snowmass Village, CO 81615  
**Contact Phone:** 970-924-6054  
**Contact Email:** ssanders@eastwest.com

**Phone:**  
**Email:**

**Date of Contract:**

Thank you for choosing Snowmass Conference and Event Center for your occasion. To ensure the success of your event please review our terms and conditions. If you have any questions, please do not hesitate to contact the Property Event Coordinator.

\_\_\_\_\_ ("Group", "Organization", "you", or "your") and **Snowmass Conference and Event Center** ("Property" or "We") agree as follows:

**FUNCTION SPACE/SCHEDULE OF EVENTS**

This Contract applies to the following events and function space:

Date	Time	Function	Room	Set-Up	#PP	Rental Fee	F&B Min

Prior to your Event, you will be asked to sign Banquet Event Orders ("BEO") no later than (7) seven days prior to your event which will specify and confirm the specifics for your event(s), including final menu selections, pricing, room set up and décor and all other final details.

**FIRST OPTION**

By signing and returning the enclosed copy of this contract by **XXX**, these arrangements will be agreed to on a definite basis. If we do not receive a mutually agreed executed original of this contract

from you by **XXX**, this letter will be void and the hold on your event space will be automatically released.

**ADVANCE PAYMENT**

<b><u>Date Due</u></b>	<b><u>Percentage of Total Rental Fee</u></b>
Signature of Contract	25% of Total Rental Fee and F&B Minimum =
Due prior to event	Remaining 75% estimated Total Rental Fee
XXXX	Remaining estimated balance due based on final guarantee

A credit card authorization form must be received with the signed contract. **XXXXXXXXXX** will be charged cancellation fees should the Event cancel or any additional rental charge assessed for the balance of the dollar amount.

Final payment of remaining incidental charges is due in full at the conclusion of your event.

**GUARANTEE**

The Client is responsible for confirming the exact number of attendees (final guarantee) with the Property Event Coordinator no later than 72 hours prior to the scheduled event. This number will be a guarantee minimum, not subject to reduction, and charges will be made accordingly. We will not undertake to serve more than 5% more than this guarantee minimum. If the Property does not receive the guarantee as stated above, the expected number will become the guarantee. The Client authorizes charges should be calculated based on a minimum of, and up to the total attendance exceeding the final guarantee at the conclusion of the event should a final guarantee not be provided 72 hours prior to the event. If Client exceeds the guest count, the Client will be responsible for any food and beverage per person costs for each additional guest. If a per person cost has not been established between the Client and the Property, the Client is responsible for any additional charges associated with the event.

**CANCELLATION GUIDELINES**

If you cancel the Event or move the Event to another city, or facility, such decision would constitute a breach of obligation to the Property and the Property would be harmed. Should the Event not be held at the Property or it is canceled, you will pay the Property, as liquidated damages, within thirty (30) days after written notification to Property of the transfer or cancellation as follows:

<b><u>Days Prior to Event Date</u></b>	<b><u>Percentage of Total Rental Fee and F&amp;B Minimum</u></b>
Signature of contract to XXXX	50% of Total Rental Fee and F&B Minimum=
XXXX - XXXX	75% of Total Rental Fee and F&B Minimum =
XXXX - XXXX	90% of Total Rental Fee and F&B Minimum =
On or after XXXX	100% of Total Rental Fee and F&B Minimum =

**SET-UP ARRANGEMENTS**



We have reserved appropriate banquet space to accommodate your estimated attendance of guests. Should your program change significantly, the Property reserves the right to reassign function space, reevaluate rental charges, and charge a labor fee as conditions warrant.

### **FOOD & BEVERAGE POLICIES**

Due to licensing requirements and quality control issues, all food and beverage to be served on the Property must be supplied and prepared by our preferred caterer. No food or beverages are permitted to be brought into the Property by the client or any of the client's guests or invitees without prior written consent. All food and beverages must be consumed on the Property premises in the private event space reserved.

### **RENTALS**

XXXXXXXXXXXX is responsible for any rental charges on items needed for the event that are not property of the venue. All rentals both available via the venue or through outside providers must be ordered through the Property Event Coordinator. Use of outside providers must be pre-approved by the Property 72 hours in advance of the event. Volume levels for pre-approved audio visual equipment are at the discretion of the Property Manager on Duty. Deliveries of unauthorized audio visual or other props, equipment or services by outside providers will not be permitted and may result in closing down of the event and or/up to full cancellation of the event with full penalty of the proposed total event cost. The Property is not responsible for any loss or damages to your property and does not maintain insurance covering it.

### **CONTRACTED VENDORS**

Requests for third party vendors to operate on the premises must be made in writing and approved by the Property no later than three [3] weeks prior to the commencement of the event. The Group shall provide the Property no later than three [3] weeks prior to commencement of event Certificate of General Liability Insurance and Certificate of Worker's Compensation Insurance of any third party vendors requesting to operate on Property premises. In the event that the Property does not receive the required Certificates by the requested due date, the Property reserves the right to refuse access to the premises for the third party vendors. XXXXXXXXXXXX shall hold the Property harmless from any such required action. Should the Property need to make accommodations to compensate for loss of third party vendors (i.e. security, etc.) as a result of not giving the vendor hired by XXXXXXXX access to the premises, XXXXXXXXXXXX shall indemnify the Property of any costs.

### **AUDIO/VISUAL**

A complete line of audio/visual equipment is available through your Property Event Coordinator (some services are provided by our preferred service vendors). To ensure availability of equipment, all orders must be received 3 business days prior to each function. Audio/Visual will be charged at prevailing prices. In the event that an outside AV company will be used, please just inform your Property Event Coordinator of this arrangement.

### **RESET FEE**

Once a room has been set according to the specifications given by the Client, and changes are made on site, a \$500 labor fee will be assessed for each turnover.

### **CONDUCT OF EVENT**

**XXXXXXXXXX** agrees to conduct the event in an orderly manner in full compliance with applicable laws, regulations, and Property rules and policies. **XXXXXXXXXX** assumes full responsibility for the conduct of all persons in attendance at the event and for any damage done to any part of the Property premises during the time of the event.

### **RELOCATION**

Event/Meeting reservations are subject to location change, deemed appropriate by Property management, as the Property reserves the right to change or substitute function space. If the guest does not approve of the new location, guest has the opportunity to cancel booking and deposit will be returned. The Property Event Coordinator will advise you of the relocation should one occur prior to the event date. This will not happen for any bookings within (7) days of the scheduled event.

### **INDEMNIFICATION**

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Property, Venue and the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Property.

### **FORCE MAJEURE**

If for any reason beyond the Property 's or **XXXXXXXXXX** reasonable control, including but not limited to strikes; labor disputes; acts, regulations or orders of governmental authorities; civil disorder; disasters; acts of war; acts of God; fires; risk of exposure to infectious diseases due to an ongoing pandemic or other declared public health emergency; flood or other emergency conditions; any delay in necessary and essential repairs of the Property; the Property or the Patron is unable to perform its obligations under this Agreement, such non-performance is excused and such party may terminate this Agreement without further liability of any nature, upon return of the Deposit. In no event shall the Property or Patron be liable for consequential damages of any nature for any reason whatsoever.

### **FIRE SAFETY**

Tables must be located in compliance with the local Fire Department regulations pertaining to mandatory aisles and fire exits. You acknowledge that decorations, props or staging brought into the Property may be subject to approval by the local Fire Department.

### **AUXILIARY AIDS**

The Property represents and you acknowledge that the Property facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the Americans with Disabilities Act. You agree that by 30 days prior to the event, you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provisions of such aids by the Property.

### **GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the state in which the Property is located.

### **PROMOTIONAL CONSIDERATION**

**XXXXXXXX** shall not use the name, trademark, logo, or other proprietary designations of the Property in any advertising or promotional materials without the prior approval of the Property.

**ARBITRATION**

The parties agree that any dispute in any way arising out of or relating to this contract may be resolved by arbitration. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the Federal Rules of Civil Procedure, that the law, and any arbitration award will be enforceable in state or federal court.

**ATTORNEY'S FEES**

The parties agree that in the event that any dispute arise in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of it reasonable attorney's fees and costs.

**BAR**

In accordance to CO State Law all bars are to be closed at 1:30a.m. and all alcoholic beverages removed by 2:00 a.m.

**ACCEPTANCE**

Prior to execution by both parties, this document represents an offer by the Property. Unless the Property otherwise notifies **XXXXXXX** at any time prior to **XXXXXX** execution of this document, the outlined format and dates will be held by the Property for **XXXXXXXXXX** on a first-option basis until 12:00 noon local Property time on **XXXXX**. If **XXXXXXX** cannot make a commitment prior to that date, the offer will revert to a second option basis or, at the Property's option, the arrangements will be released, in which case neither party will have any further obligations. Upon Property's acceptance of a fully executed version of this Contract after such date, it will be placed on a definite basis and will be binding upon Property and **XXXXXXXXXX**.

Property and **XXXXXXXXXX** have agreed to and have executed this Contract by their authorized representatives as of the dates indicated below.

Approved and authorized by **XXXXXXX**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by Snowmass Conference & Events Center

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_