



Angel Fire Resort Group Agreement

Group Name: Freeride 512
Contact & Responsible Party: Dale Hawley
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THIS Agreement is entered into and agreed to by Angel Fire Resort Operations LLC (hereinafter referred to as the "Resort") and the above-listed individuals/entities (hereinafter referred to as the "Group") on this 28th day of June, 2016 and hereby agrees to the following including the Angel Fire Resort Order Form and General Terms and Conditions attached hereto and incorporated herein:

LODGING:

Freeride 512 2016 Bike Park Season Lodging Rate

Standard Lodge King or Double Queen: **\$104/night** + tax
1 BR Condo: **\$104/night + \$72** cleaning fee/condo + tax
2 BR Condo: **\$144/night + \$83** cleaning fee/condo + tax
3 BR Condo: **\$184/night + \$100** cleaning fee/condo + tax

Freeride 512 Stay & Ride

Standard Lodge Room + 2 Lift Tickets: **\$170/night** + tax

LODGING RESERVATIONS: Reservations will be made by individual guests. Guests can use the online promo code "**F512**" Guests may also call our central reservations staff to make reservations following execution of contract. Guests may reach central reservations by calling 800-633-7463 and requesting the "**Freeride 512**" discounted lodging rate.

CHECK-IN AND CHECKOUT: Guests will sign for their rooms at the front desk and place a credit card on file for incidentals if they choose to do so. The retreat staff will take the participants to their rooms.

- Participant checkout time will be no later than 11am.

LODGING CANCELLATION: Cancellation within forty-eight (48) hours of arrival, guest will be charged for the total lodging on each accommodation cancelled. For cancellations made after check-in, group or individual is responsible for 100% of lodging bill, including but not limited to guests who leave early.



INCIDENTAL CHARGES: A credit card will be requested at check-in for each room to guarantee payment of incidental charges. Individual Guests are responsible for their own incidental charges and credit card or cash deposit will be requested at check in.

Reservations and Agreements are made upon and are subject to the Rules and Regulations of the Lodge and Restaurant. Group representative has read, understands and agrees to all of the terms and conditions set forth herein including the General Terms and Conditions attached hereto. Group agrees to the Angel Fire Order Form attached hereto. No reservation is considered confirmed without a signed contract. The undersigned agrees to the additional terms and conditions set forth below and incorporated into this agreement.

Group Representative

Date

Angel Fire Resort Operation, LLC

Date



GENERAL TERMS AND CONDITIONS

1. All federal, state, city and municipal taxes, tips and service charges applicable to this function are in addition to the prices herein agreed upon and shall be paid for separately by Group unless otherwise indicated. In the event Group claims an exemption from payment of any taxes it is the responsibility of Group to provide proper documentation supporting such exemption in accordance with local statutes. If billing arrangements are to be made, such documentation is to be provided at the time credit is to be established. In the event that billing arrangements are not made, such documentation must be provided at the time full payment is due and such payment must be in accordance with the provision of local statutes. In the event the account becomes past due beyond 30 days it is subject to a 1.5% late fee
2. In the event that the account should be past due, and referred to a collection agency and/or an attorney, collection costs, attorney fees, court costs and any other associated collection fees will be due and payable to Angel Fire Resort Operations, L.L.C. in connection with any amount past due.
3. No food or beverage of any kind will be permitted to be brought into the Banquet Rooms, Restaurant or Lounge by the Group or any of the Group's guests or invites from the outside. The Resort is the only licensed provider of alcoholic beverages in accordance with State of New Mexico Liquor Laws. No alcoholic beverages, opened or sealed, may be removed from the premises. No one under the age of 21 may consume, purchase or be provided with alcoholic beverages. Any violation of this strict accordance will result in the immediate termination of the function.
4. Group assumes the responsibility for any and all damages caused by the Group or the Group's guest, invites or other persons attending the function, whether in banquet rooms, rooms in any other part of the Resort, Restaurant or Lounge. Resort reserves the right to exclude or eject any and all persons from the function, Resort, Restaurant and Lounge premises without liability.
5. Resort agrees to allow Group to enter into any contract for music or other forms of entertainment or other service of accommodations in conjunction with this function with prior written consent of Resort. All contracted entertainment must maintain reasonable audio levels at all times.
6. The Resort reserves the right to cancel, at its discretion, same without notice and without liability to the Resort. However, a cancellation by the Group contrary to the terms of this agreement shall result in the amount deposited by Group forfeited and retained by the Resort as and for liquidated damages, but this shall not preclude the Resort from recovering any additional damages sustained by reason of any breach hereof, including attorney's fees and costs.
7. THIS AGREEMENT IS CONTINGENT UPON THE ABILITY OF THE RESORT TO PERFORM THE SAME and is subject to strikes, labor disputes, accidents or other causes beyond its control and in any such event the Resort shall not be liable beyond the amount paid for in the use of rooms herein reserved. If the room reserved herein cannot be made available to the Group, the Resort reserves the right to substitute similar or comparable accommodations for the function, which substitution shall be deemed by the Group as full performance under this agreement.
8. Group hereby waives trial by jury in any litigation arising out of or in any way connected with this agreement or any breach hereof. This agreement is governed by New Mexico law and jurisdiction.
9. In the event that this agreement is signed in the name of a corporation, partnership, association, club or society the person signing such contract represents that he or she as the legal authority to enter into this agreement, if not authorized, the undersigned agrees that he or she will be personally liable for the full payment and performance of the contract.
10. Group agrees that Resort assumes no responsibility for the loss of any personal property of Group or of Group's guest unless it has been checked in a cloak room staffed by the Resort. Group hereby **release from liability and agree to indemnify and hold harmless**, the Resort, and its owners, agents, landowners, affiliated companies and employees for any damage, injury or death to any person or property, whether caused by their **negligence** or for any other reason, in any way connected with the Group's activities or conduct. The Group also **agrees to defend and indemnify the Resort** from any claim for personal injury, death or property damage and to **hold** the Resort, its representatives, agents, officers, directors and employees **harmless** from any claim, legal action, harm, injury damages or loss to personal and/or property

Group Representative

Date