

## PAYMENT PLAN AGREEMENT

This Payment Plan Agreement (this “**Agreement**”) between you and Purgatory Recreation I, LLC , Purgatory Recreation Management, LLC, (jointly d/b/a “**Purgatory Resort**”), Sipapu Recreation Development, II, LLC, d/b/a Sipapu Ski & Summer Resort, Pajarito Recreation, LP, d/b/a Pajarito Mountain Ski Area, Arizona Snowbowl Resort, L.P., Nordic Valley L.P. d/b/a Nordic Valley Ski Resort, Eagle Mountain Ranch Ltd. d/b/a Spider Mountain, Brian Head Recreation I, LLC d/b/a Brian Head Resort, Lee Canyon Recreation LP d/b/a Lee Canyon, Sandia Peak Holdings, LLC d/b/a Sandia Peak, Valle Nevado, S.A. owner of Valle Nevado Resort, and Hesperus Recreation I, LLC d/b/a Hesperus Ski Area (collectively, the “**Resort**”), commits you to purchase products or services as set forth on the emailed confirmation receipt associated with this transaction (the “**Order**”). You agree that all of the items in your Order, plus any associated services charges, fees, and taxes, will be charged to your credit or debit card (“**Credit Card**”) in monthly installments as outlined in the payment schedule set forth at the time of purchase and in your Order. You understand that your purchase is non-transferable and is also non-refundable.

Authorization to Bill Your Credit Card: You hereby authorize the Resort to charge the Credit Card you provided at the time of sale (or any valid replacement Credit Card you supply in the future), according to the payment schedule set forth at the time of purchase and in your Order, for the total cost of your Order, including any applicable service charges, fees, and taxes. In the case of a failed or declined payment, you authorize the Credit Card on file to be reprocessed until the payment can be successfully processed or a new Credit Card is provided. You authorize the Resort to save any Credit Card information you provide for all permitted uses in this Agreement, including future transactions.

Refunds: You acknowledge there are **no refunds** on amounts paid pursuant to any Order and under the terms of this Agreement, pursuant to this Agreement.

Late Fees: Payments are due on the 1<sup>st</sup> of each month. If you fail to make a payment within seven (7) days after any payment due date, you will be assessed a late fee of \$20 for each late payment.

Default: You acknowledge that, if we are unable to successfully collect your payment in any given month, for any reason, the product/service will be immediately suspended, canceled or revoked until the balance due is paid. If funds available through your Credit Card account are not sufficient to cover payment when due, you are responsible for providing the Resort access to another Credit Card account or to pay the full amount due. You understand that you are not permitted to contract for future payment plans if your balance under this Agreement is in default.

Miscellaneous: (1) By providing information the Resort requests, you agree that the Resort may contact you (a) via mail, phone, or email to provide account and Order updates and information; (b) via mail or email to provide information about offers and events; and (c) you further agree to allow any debt collection agency or attorney hired by us to contact you, by the same means and in accordance with the Fair Debt Collection Practices Act, in an effort to recover any unpaid portion of your obligation incurred hereunder; (2) the Resort may delay or waive enforcement of any of the provisions of this Agreement, including your promise to make timely payment, without losing its right to enforce the same or any other provision later; (3) this Agreement contains all of the agreements between the parties with respect to the subject matter of this Agreement and may not be assigned by you; and (4) should any term or contained in this Agreement be deemed invalid or unenforceable, the remaining terms shall remain in full force and effect.

Jurisdiction and Governing Law: Except to the extent applicable law, if any, provides otherwise, this Agreement any purchase of passes at our Resorts will be governed by the laws of the State of Colorado, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Denver County, Colorado.

Electronic Purchase Consent: By using the Resort website to purchase and pay for your products/services, you consent to enter into the purchase electronically and to receive electronically your contract and disclosures about the purchase ("**Documents**"). If you do not provide your consent, you will not be able to complete a purchase using the Resort website. Your consent applies only to this particular purchase and associated Documents, and does not apply to any future transactions. You may ask the Resort for a free paper copy of the Documents by calling the ticket office.

By signing this Agreement (including via electronic or digital signature, which is the legal equivalent of your manual/handwritten signature), you acknowledge that you are at least 18 years old or are the parent or legal guardian of any minor for whom you are signing, and acknowledge and agree that you have received, read, understand, and agree to be bound by all the terms and conditions set forth in this Agreement, and that all such terms were disclosed to you prior to signing.

I ACCEPT THE TERMS OF THIS PAYMENT PLAN AGREEMENT.