



**INITIATION FEES:**

Charter Membership	\$95,000/one time, fully refundable
Signature Membership	\$65,000/one time, fully refundable

**ANNUAL DUES:**

Charter Membership	\$2,325/year
Signature Membership	\$2,020/year
Condo Membership	\$1,655/year

**GUEST FEES:**

Unescorted Guest	\$20/day <i>if within the maximum number of guests permitted</i> \$40/Day <i>if total number of guests exceeded the maximum allowed</i>
<ul style="list-style-type: none"> <li>• Limit of 24 unescorted guest per season</li> </ul>	
Escorted Guest	Free (if under daily limit)
Parking	\$20/day (if additional spot)
Guest Locker	\$15/day

**OTHER FEES:**

Locker Key:	\$5
Proxy Key:	\$25
Full locker (if available)	\$275/year
Half locker (if available)	\$175/year

**SNOWELL PROGRAMS:**

Season Tune Package (designated 2 pairs of skis)	\$399
4 Ski demos through Vail Sports	FREE
Discount on all individual tuning & repairs	10-40% (depending on service)
Discount on all rentals and demos at <a href="http://rentskis.com/passportclub">rentskis.com/passportclub</a>	20% (25% if reserved in advance)
Discount on all retail purchases at Vail Sports (includes Beaver Creek Sports)	15%



*PASSPORT CLUB*

*AMENDED AND RESTATED MEMBERSHIP PLAN*

*OCTOBER 2014*

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## **PREAMBLE AND ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS**

A MEMBERSHIP IN THE PASSPORT CLUB AT GOLDEN PEAK (THE "CLUB") PERMITS THE MEMBER TO USE THE CLUB AMENITIES IN ACCORDANCE WITH THIS PASSPORT PLAN. A MEMBERSHIP IS NOT AN INVESTMENT IN GOLDEN PEAK OR ITS FACILITIES, AND DOES NOT PROVIDE THE MEMBER WITH AN EQUITY OR OWNERSHIP INTEREST OR ANY VESTED OR PRESCRIPTIVE RIGHT OR EASEMENT IN OR TO USE THE CLUB FACILITIES. MEMBERS ARE NOT ENTITLED TO VOTE OR PARTICIPATE IN THE MANAGEMENT OF THE CLUB. IF APPROVED FOR MEMBERSHIP IN THE CLUB, THE MEMBER AGREES TO FULLY SUBSTITUTE ANY PRIVILEGES ACQUIRED PURSUANT TO THIS PASSPORT PLAN, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, FOR ANY PRESENT OR PRIOR RIGHTS IN OR TO USE THE CLUB FACILITIES. THE CLUB RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO RESERVE MEMBERSHIPS, TO TERMINATE OR MODIFY THIS PASSPORT PLAN, TO DISCONTINUE OPERATION OF ANY OR ALL OF THE CLUB FACILITIES, TO ISSUE OR TERMINATE ANY MEMBERSHIPS, TO CONVERT THE CLUB INTO A MEMBER-OWNED CLUB, AND TO MAKE ANY OTHER CHANGES IN THE TERMS AND CONDITIONS OF MEMBERSHIP OR THE CLUB FACILITIES AVAILABLE FOR USE BY MEMBERS.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION NOT CONTAINED IN THIS PASSPORT PLAN AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB.

MEMBERSHIPS IN THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING PERSONS ACQUIRING A MEMBERSHIP TO OBTAIN RECREATIONAL USE OF THE CLUB AMENITIES. MEMBERSHIPS SHOULD NOT BE VIEWED OR ACQUIRED AS AN INVESTMENT. NO PERSON PURCHASING A MEMBERSHIP SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS.

NO FEDERAL, STATE, OR GOVERNMENTAL AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THIS PASSPORT PLAN.

**ARTICLE 1**  
**MEMBERSHIP FEATURES AND AMENITIES**

**Section 1.1 Membership Opportunity**

The Vail Corporation d/b/a Vail Associates, Inc. (the “Company”) and/or its affiliates owns and operates the Club. This Passport Plan, together with the Rules and Regulations and the Application for Membership, set forth the rights and privileges of membership for Members and their families and guests to enjoy the amenities available at the Club. As used in this Plan, a “Member” means the holder of a membership in the Club, except that with respect to a membership held by a legal entity or business it also means an individual designated by the entity or business to enjoy the privileges of membership.

**Section 1.2 Amenities**

The Club Amenities currently include the following, but may be changed by the Company from time to time:

- Private parking garage with approximately 150 covered parking spaces, immediately adjacent to the ski slopes;
- Valet ski services, including storage of skis and boots, boot drying, and arrangements for ski tuning and waxing;
- Private lockers;
- Shower facilities;
- Reception area; and
- Members’ lounge.

**Section 1.3 Rules and Policies**

The Company will establish from time to time rules, regulations, policies, guidelines, or systems governing access to or reservation of the Club Amenities (the “Rules and Regulations”). The Rules and Regulations are binding on all Members as if incorporated in and forming part of this Plan. In the event of any conflict or inconsistency between this Plan and the Rules and Regulations, the provisions of this Plan shall prevail. In order to meet the changing needs and desires of the Club, the Company reserves the right, in its sole discretion, to modify, amend or add to the Rules and Regulations, the membership classes and categories, the right to use the Club and its amenities, and the guest privileges.

**ARTICLE 2**  
**MEMBERSHIPS**

**Section 2.1 General**

Club membership shall be evidenced by an application for membership (the “Application for Membership”) completed and signed by the Member and the Company indicating approval of the candidate for membership. All memberships are subject to, and all

Members are bound by, the terms and conditions of this Plan, the Rules and Regulations and the Application for Membership.

### **Section 2.2 Eligibility**

Application and selection for membership in the Club shall be in accordance with the procedures and criteria and the Rules and Regulations established from time to time by the Company. Invitations to membership shall be extended without regard to age, race, national origin, gender, religion or disability. Acceptance decisions shall be at the sole discretion of the Company. Candidates accepted for membership are entitled to Membership privileges in the selected membership class.

### **Section 2.3 Membership Classes**

(a) The membership of the Club will consist of the Charter Passport and Signature Passport Membership classes set forth in this Article 2, and such other classes (and categories) as the Company may establish from time to time. The Company may, from time to time and in its sole discretion (1) establish, modify or close any class of membership and any category within such class, and (2) prescribe or modify membership deposits, initiation fees, dues, assessments, periodic economic incentives, privileges and restrictions applicable to each class of membership.

(b) The number of memberships issued in any class and the privileges accorded each class will be determined by the Company. Notwithstanding the foregoing, and in order to provide availability of facilities and services to Members, the total number of Charter Passport and Signature Passport Memberships offered by the Company shall not exceed five hundred fifty (550). Of the five hundred and fifty (550) memberships, one hundred and fifty (150) will be Charter Passport Memberships and four hundred (400) will be Signature Passport Memberships; provided, however, the Company may adjust this allocation at its discretion.

### **Section 2.4 Membership Privileges**

All Members currently have the privilege of:

- Private lockers and showers facilities;
- Valet ski services, which include boot drying and arrangements for ski tuning and waxing;
- Pre-season ski tune without charge, for the Member and his or her immediate family;
- Right to reserve the private dining area at the Golden Peak public restaurant;
- Reception area for beverages, snacks, and socializing;
- One-stop shopping, including ticketing and ski school registration; and
- The use of parking facilities. Charter Members are provided year-round exclusive use of a designated parking space in the Golden Peak garage and the right to allow guests to use their parking space without being accompanied by the Charter Passport Member. Signature Passport Members may park in unassigned parking

spaces. For the convenience of Signature Passport Members, the Club may implement a call-in or online reservation system.

### **ARTICLE 3 MEMBERSHIP POLICIES**

#### **Section 3.1 Immediate Family Privileges**

A Member's immediate family members are entitled to use the Club Amenities without being accompanied by the Member, with the same privileges as the Member, in accordance with the Rules and Regulations. A Member's "immediate family" includes the Member's spouse and unmarried children under the age of 23. All other family members must be accompanied by the Member when using Club Amenities.

#### **Section 3.2 Guest Privileges**

A Member's guests who are not immediate family members will be entitled to use the Club Amenities in accordance with the Member's privileges and the Rules and Regulations. The Club may limit the number of times a guest may use the Club Amenities and may charge a fee for such access. The Member will be responsible for the behavior of his or her guests and for all charges incurred by his or her guests.

#### **Section 3.3 Memberships Held in Name of Entity**

(a) For the convenience of members, the Club may allow a Membership to be held in the name of a partnership, company, or other form of entity ownership (collectively, the "entity"). The entity must designate one individual who will have the right to use the membership (the "designated user"), who is a bona fide director, officer, or employee of the entity. The designated user must submit an Application for Membership, will be subject to the approval of the Company, and will be required pay the membership dues, fees, and charges. No person other than the designated user and his or her immediate family will be entitled to use the membership.

(b) The Club may allow the entity to change the designated user of the membership from time to time, subject to the approval of the Club and the following terms and conditions. The new designated user will be required to submit an application and must be approved by the Company. The entity will be required to pay the Club the difference between the passport deposit then charged by the Club for that category of membership, and the amount of passport deposit previously paid by the entity. The full amount of passport deposit (including the new amount paid as a result of the change of designated user) shall be a refundable passport deposit which shall be refunded to the entity as provided in this Plan. A new thirty-year term for repayment of the passport deposit will begin each time the designated user is changed. The Club reserves the right to limit the number of times the designated user can be changed, and to charge an administrative fee for the change of designated user.



### **Section 3.4 Family Transferability**

A Member may arrange through the Club for the membership to be transferred to an adult child of the Member, without regard to any waitlist, at any time upon (1) submission approval by the Club of the adult child's application for membership and (2) payment of the difference between the passport deposit then charged by the Club for that category of membership, and the amount of passport deposit previously paid. The total passport deposit then shall be refundable to the adult child who will become the Passport Member upon such transfer. An "adult child" of the Member means a child, stepchild, or grandchild that is eighteen years of age or older.

## **ARTICLE 4 RESIGNATION, REISSUANCE, DEATH AND DIVORCE**

### **Section 4.1 Memberships Nontransferable**

All memberships are personal and no Member may voluntarily or involuntarily sell, transfer, assign, pledge, hypothecate or otherwise encumber a membership. Any such voluntary or involuntary action shall be void and of no force or effect and shall not confer upon any third party any of the privileges of the Member, unless otherwise approved by the Company.

### **Section 4.2 Resignation of Memberships**

(a) A Member who wishes to terminate his or her privileges must resign his or her Membership in the Club. A Member may resign from the Club at any time by giving written notice to the Company, which resignation request is irrevocable unless otherwise authorized by the Company in its sole discretion. A Member who has submitted his or her written notice of resignation is obligated to continue to pay dues and may continue to use the Club Amenities until the earlier of (i) the end of the membership year during which the resignation request is received, or (ii) the date on which the resigning Member's membership is reissued to a new member pursuant to Section 4.3 below, whichever occurs first. After such time when the membership is reissued or the membership year has ended, the resigning Member will no longer be permitted to use the Club Amenities and will no longer be obligated to pay dues.

(b) The resignation of a Member by the Club shall operate as a full and complete release by the Member of the Company, its parent corporation, subsidiaries, insurance companies, affiliates and their respective officers, directors, shareholders, employees and representatives of any and all liabilities, claims, demands, actions or causes of action arising out of or related to the resigned membership.

### **Section 4.3 Reissuance of Memberships**

(a) Except as set forth in Sections 3.4 and 4.4, upon the resignation of a

Member holding a membership eligible for reissuance, the Company shall reissue the membership following the election and qualification of a new active Member to fill the vacancy created by the resigned Member. The Company shall establish and maintain a separate list (each, a "Resignation List") for each class of reissuable membership upon which to record the names of resigned Members.

(b) All other resigning Members' names will be placed on the appropriate Resignation List within thirty (30) days after the Company's receipt of the Member's resignation request. A resigning Member's membership will be reissuable as follows:

(i) When the memberships in a given reissuable membership class are not fully subscribed, every fourth (4th) membership issued to a new Member in a particular membership class will be the membership of the resigning Member at the top of the applicable Resignation List.

(ii) If the memberships for a class are fully subscribed, then each membership issued to a new Member in a particular membership class will be the membership of the resigning Member at the top of the applicable Resignation List.

Subject to Section 2.3, the reissuable memberships in a particular membership class are fully subscribed when the Company, in its sole discretion, determines (if at all) that the number of memberships in that class should no longer be increased.

(c) Before a membership is reissued, the membership applicant who will fill the resigning Member's vacancy (the "New Member") must (i) be approved by the Company in the same manner as other applicants for membership and (ii) submit the requisite then-current membership passport deposit as determined by the Company.

#### **Section 4.4 Transfer of Membership Upon the Sale of Property**

The Club may from time to time designate certain properties in the Golden Peak area as "Designated Properties." A resigning Member owning a Designated Property may arrange for the Club to reissue their membership immediately (i.e., without regard to the Resignation List) to the purchaser of the resigning Member's property. The purchaser of the resigned membership will be required to submit an Application for Membership within 30 days after the closing of the purchase of the property, will be subject to the approval of the Club, and will be required to pay the passport deposit which is in effect at the time the Passport Membership is acquired. If the purchaser of the property does not desire the membership, the Passport Membership will be reissued according to the procedure set forth above. The Club may, in its sole discretion, set a fee for the Designated Property privilege set forth above.

#### **Section 4.5 Resignation of Deceased Member**

Upon the death of a Member, the membership will be transferred to the Member's

surviving spouse without the payment of any additional passport deposit, unless the Member has told the Club, in writing, that the Member wishes (a) for the membership to be resigned or (b) for the membership to transfer directly to the Member's adult child. Should both parents have an untimely passing and written notice has not been given to the Club, the membership will be offered to the estate, which may then offer the membership to an adult child of the members or to the guardian of the member's juvenile children, prior to being resold. As a condition of transferring the membership to an adult child, the adult child must submit an application for membership, be approved for membership by the Club, and pay the difference between the passport deposit then charged by the Club for that category of membership, and the amount of passport deposit previously paid. The total passport deposit then shall be refundable to the adult child who will become the Passport Member upon such transfer.

If there is no surviving spouse, or the surviving spouse does not desire to continue the Passport Membership, the Membership will be deemed to have been resigned and the Club will reissue the membership on the same basis as any other resigned membership. The Club, in its sole discretion, may elect to repurchase the Membership prior to its reissuance.

#### **Section 4.6 Legal Separation or Divorce of Married Members**

If married Passport Members are legally separated or divorced, title to the membership will vest in the spouse awarded the membership or, if the separation is pursuant to a separation agreement under the laws of the state where separation is so permitted, then title to the membership will vest in the spouse awarded the membership in the separation agreement. The Club reserves the right, in its sole discretion, not to transfer the membership to either spouse if the Club, in its sole discretion, is unable to determine the person who is lawfully entitled to receive the membership. Until the Club has confirmation of a legal award or a written notice from both parties, both spouses will be jointly and severally responsible for the payments of all dues, fees, and other charges incurred in connection with the membership, and both spouses will be eligible to use and enjoy the Club Amenities in accordance with the membership so long as they are both separately required to pay dues.

#### **Section 4.7 Ability to Upgrade or Exchange Memberships**

The Club may grant Signature Passport Members the right to upgrade to a Charter Passport Membership, subject to the availability and the then-current policies of the Club. If the Club approves an upgrade, the Signature Passport Member will pay the difference between the passport deposit previously paid by the upgrading passport holder for the Signature Passport Membership and the current passport deposit charged for a Charter Passport Membership. Charter Passport holders will not be permitted to exchange their Charter Passport Membership for a Signature Passport Membership, unless a Signature Passport Member desires to upgrade their membership to a Charter Passport Membership or there is a waiting list of individuals who desire a Charter Passport Membership.

**ARTICLE 5**  
**GENERAL CONDITIONS OF A MEMBERSHIP**

**Section 5.1 Ownership Rights**

The Club is not an equity club and no Member shall, by virtue of a membership, be an owner or partner of the Club or the Company, or have any ownership or equity or other interest in the Club or any assets or income of the Club or the Company. No Member shall have any right to share in or designate the use of revenues, receipts, income or profits from the operation of the Club. Members are not liable for the debts or other obligations of the Club or the Company.

**Section 5.2 Liability for Injuries**

In consideration of the privileges described in this Plan, each Member and each person using the facilities, equipment and amenities of the Club through a Member's membership, expressly agrees that (a) all use of the Club's facilities, equipment and amenities is undertaken at the sole risk of the user and the Company, its parent corporation, subsidiaries, insurance companies, affiliates and their respective officers, directors, shareholders, agents and employees shall not be liable for any injuries or damages to any Member or other persons, and (b) the Company, its parent corporation, subsidiaries, insurance companies, affiliates, and their respective officers, directors, shareholders, agents and employees shall not be subject to and are hereby released and forever discharged from any claims or demands whatsoever, including, without any limitation, those claims or demands resulting from acts or omissions of active or passive negligence on the part of the Company, its parent corporation, subsidiaries, affiliates, or their respective officers, directors, shareholders, partners, agents or employees.

**Section 5.3 Personal Property**

Due to the number of guests and other persons granted access to the Club, the Company cannot guarantee the security of personal property. Therefore, each Member and each person using the facilities, equipment and amenities of the Club is required to take precautions against theft and not to encourage theft by failing to properly secure all articles of personal property. In consideration of the privileges described in this Plan, each Member and each person using the facilities, equipment and amenities agrees that the Company is not responsible or liable for articles damaged, lost or stolen in or about the Club, or left in lockers, or for loss or damage to any property, including, but not limited to, automobiles and the contents thereof. Any storage facilities or lockers provided at the Club are offered as a convenience to Members and others and the Company does not represent or warrant that the lockers or storage facilities are safe and secure, nor does it guarantee that any items placed therein are or will be secure and accepts no liability for anything removed from such lockers.

**Section 5.4 Cancellation Right**

In the event of a dispute between a Member and the Company, the Company, in its sole discretion, shall have the right (but not the obligation) to cancel the Member's membership by refunding the Member's membership deposit in full (without interest). Upon payment, the Member's rights and interests in the Club will immediately cease, and the Member shall automatically relinquish any and all claims associated with the membership.

## **ARTICLE 6 FINANCIAL OBLIGATIONS**

### **Section 6.1 Passport Membership Deposit**

(a) Each person who desires to acquire a passport in the Club must pay a refundable passport deposit to the Club in the amount determined by the Club from time to time. The Club shall have the right, in its sole discretion, to establish and amend from time to time the passport deposit charged as a condition to granting membership in the Club.

(b) Each person who acquires a membership in the Club will be entitled to be repaid his or her full passport deposit, without interest, upon the earlier of: (a) 30 years from the date of the Member's admission to the Club, or (b) 30 days after the resignation and reissuance of the Member's membership.

(c) If, at the end of the 30-year period, the Member wishes to continue membership, the Member may elect to continue his or her membership by leaving his or her passport deposit with the Club until the Member subsequently resigns. If the Member resigns after the 30-year period, the passport deposit will be repaid to the member within 30 days after the member's resignation from the Club, regardless of when the Membership is actually reissued. Any Member who elects to continue his or her Membership at the end of the 30-year period will not be counted toward the Club limits.

### **Section 6.2 Dues, Fees, and Charges**

(a) Prior to each year, the Club will determine the amount of dues, fees, and other charges for that year. Each Member shall be personally liable for payment of all of the membership deposits, dues, and assessments with regard to the Member's membership, and for any charges which that Member or the Member's designees, family members and guests incur with regard to any products purchased from or services provided by the Club. The Member will receive a written statement each month of the charges made against his or her credit card or bank account.

(b) A Member shall pay all money owing to the Company when due. Each Member must furnish the Company with at least one valid commercial credit card number and authorize its use by the Company for goods and services provided to the Member. If the Member's credit card provider does not make the payment or

subsequently requires the Company to credit back the payment, the Member will immediately make the payment directly to the Company and the Company may assess a late charge. In the event the amount charged is in excess of the maximum amount provided for under applicable law, the Company may refund the overpayment without penalty and the applicable provision of the Rules and Regulations shall be deemed to be modified to comply with applicable law. The Member will be solely responsible for ensuring that the Company has a current credit card number and expiration date on file at all times.

(c) The Company, or its agents or assigns, shall have the right to institute such legal remedies against any Member for collection of any fees, dues, assessments, charges, late charges, interest, legal fees or costs as it deems appropriate, and the Member shall be liable to pay any losses, damages, costs or expenses (including legal fees and applicable administrative fees) incurred by the Company in relation to such efforts. The remedies provided herein are not exclusive and the Company shall have such other remedies as may be provided to it by law. The Company may exercise its rights in such order as it deems appropriate and the exercise of one right or remedy shall not constitute the waiver of any other.

### **Section 6.3 Dues Increases**

The Club will not increase dues, on an annual basis, by more than the greater of (i) 8% per year, (ii) the percentage increase in the Consumer Price Index (as defined below), or (iii) a greater amount if a nationally recognized public accounting firm selected by the Company confirms that a greater increase in dues is justified based on increases in the actual costs of operations and maintenance after an annual audit of the Club. The "Consumer Price Index" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States city average, all items (1982-84—100), or any successor thereto, as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that such Consumer Price Index (or such successor index) is not available, a reliable governmental or other non-partisan publication evaluating information used in determining the Consumer Price Index shall be used.

### **Section 6.4 Operating and Capital Assessments**

With the exception of passport deposits, dues, fees, taxes, service charges, personal, and other charges the Club may establish from time to time, Members will not be subject to any liability or assessment for the costs of operating the Club Amenities. In addition, Members will not be subject to any capital assessments for the costs of constructing or maintaining the Club Amenities. Members may, however, add additional facilities or pay for alterations or improvements to existing facilities by a majority vote of the Members and by assessing the Passport Members for such capital improvements. The Company will be responsible for all operating deficits, and will be entitled to retain all profits from the operation of the Club Amenities.

### **Section 6.5 Setoff**

At any time and from time to time the Company may setoff any and all amounts that are or will be due and owing a Member by the Company against any and all amounts due and owing the Company by such Member or the Member's successors or assigns. In addition to the foregoing and to all liens upon and rights of setoff against the monies or other property of a Member by law or under this Plan, the Company shall have, with respect to a Member's obligations to the Company under this Plan or otherwise, and to the extent permitted by law, a contractual possessory security interest in and right of setoff against, and each Member hereby assigns, conveys, delivers, pledges and transfers to the Company all of the Member's right, title and interest in and to, the Member's membership in the Club and all deposits, monies, and other property of such Member now or hereafter in the possession of or on deposit with the Company, whether held jointly with someone else, or held for safekeeping or otherwise.

#### **Section 6.6 Non-Use**

Waiver of the use or enjoyment of any of the Club Amenities by a Member does not exempt the Member from liability for the payment of fees, dues and assessments.

### **ARTICLE 7 DISCIPLINARY ACTION**

#### **Section 7.1 Grounds**

The Company shall have the power to reprimand, suspend, expel, terminate the membership of or otherwise discipline any Member for committing any violation of this Plan or the Rules and Regulations, for conduct unbecoming of a Member, or for any offense against the best interests of the Club or Club property or any other person; or for other good and sufficient cause determined by the Company. The Company shall, in its sole discretion, also have the power to reprimand, suspend, expel, terminate the membership of or otherwise discipline any Member for nonpayment of dues and accounts as discussed in this Plan.

#### **Section 7.2 Delinquent Accounts**

When the account of any Member of the Club shall remain unpaid for a period of thirty (30) days after the billing date, the Company may, by notice to the Member, suspend indefinitely the Member's privileges and the use of the Club by the Member. Such notice of suspension may be included with the statement of account mailed to the Member or sent under separate cover. If payment is not made within ten (10) days after depositing the notice of suspension in the mail, such Member's membership will automatically be terminated by the Company without further notice to the Member or action by the Company. A membership terminated for nonpayment may be reinstated, if at all, at the sole discretion of the Company and upon such terms as the Company may determine.

#### **Section 7.3 Notification of Termination**

In the event of termination of membership, the Member shall be notified by an authorized representative of the Company. Notice by any means directed to the Member's last known address shall be sufficient. Such notice of termination may be included with the statement of account mailed to the Member or sent under separate cover.

#### **Section 7.4 Consequences of Suspension or Termination**

In the event a Member is terminated or temporarily suspended from the Club, such Member, and any other person who would also be entitled to the rights and privileges of such membership, shall be barred from admittance to the Club and the Club Amenities both under the Member's own membership and as a guest of another Member. In the event of termination, the membership shall come to an end and the Member shall have no right to the return of any part of the membership deposit or dues and the membership shall not be transferable.

### **ARTICLE 8 CLUB OPERATIONS**

#### **Section 8.1 Management and Operations**

The Company owns the Club facilities and will manage and operate the Club facilities. As a result, the Company is solely responsible for the government and administration of the Club facilities and the Club and will have the exclusive authority to accept Members, create or eliminate classes or categories of membership, set dues and charges, adjust the number of memberships in a particular membership class or category, establish rules and regulations, set dates and hours of Club operation, close the Club on a temporary basis, and control the management and affairs of the Club Amenities and the Club. The Company also reserves the right to engage a professional management company to operate the Club or portions thereof.

#### **Section 8.2 Board of Governors**

An advisory Board of Governors composed of Club Members may be established by the Company to act as a liaison between the Members and the management of the Club. The Board of Governors will provide the Members with input into the programs, plans, activities, and policies of the Club. Members serving on the Board of Governors will be selected periodically by the Company. The Board of Governors will serve only in an advisory capacity and will have no duty or power to negotiate or otherwise act on behalf of the Members, the Company, or the Club. Club management will meet with the Board of Governors on a regular basis to discuss the operation of the Club Amenities. The Company and Club management will have the final authority on all matters concerning the Club, its facilities, and its members.

#### **Section 8.3 Committees**



Club management may appoint Member committees from time to time to assist the advisory Board of Governors and Club management in implementing programs and activities for Members.

## **ARTICLE 9 MISCELLANEOUS**

### **Section 9.1 Notices**

Except where otherwise clearly specified herein, whenever any notice, statement, billing or other communication is required or permitted to be given a Member under this Plan, it shall be given in writing and shall be sent by mail, postage prepaid, addressed to such Member's last known address on file in the office of the Club. Any notice, statement, billing or other communication so sent shall be deemed to have been given and received on the third (3rd) business day following the date of its deposit in United States mail.

### **Section 9.2 Amendments**

The Company shall have the right to modify or amend this Plan and/or the Rules and Regulations at any time and from time to time. Modifications or amendments to this Plan and/or the Rules and Regulations shall become effective immediately upon the posting of a copy thereof, in a conspicuous place at the Club or on the Club's website or upon the mailing of the amendments to the Members.

### **Section 9.3 Relationship of Parties**

The relationship between the Company and a Member is one of contract, regulating, primarily, a Member's personal use of the Club Amenities from time to time only, is personal between the parties and does not constitute any other relationship, connection or arrangement of any other nature whatsoever between the Company, the Member and any other person.

### **Section 9.4 Additional Club Amenities**

The Club, in its sole discretion, may add additional facilities to the Club as it determines appropriate from time to time. If additional recreational or social facilities are added, the Club may offer additional categories of membership privileges to its Members and such other persons determined by the Club from time to time. If offered, each Member may acquire some or all of the additional membership privileges, subject to availability, on such terms and conditions as may be determined by the Club. Members who elect to acquire the additional privileges may be required to pay an additional passport deposit and additional dues, fees, and charges for the additional membership privileges. The Club reserves the right to remove or restrict the use of any additional facilities. If the Club constructs, acquires, or otherwise adds additional facilities, the Club may issue additional memberships for each additional facility constructed, acquired, or otherwise added.

### **Section 9.5 Use of the Club Amenities for Promotional Purposes**

The Company may allow its persons, employees, and prospective purchasers of passport memberships and such other persons as it determines appropriate from time to time to use the Club Amenities. The Company may refer to the Club Amenities in its marketing and promotional materials and may, in its sole discretion, restrict or otherwise reserve the Club Amenities for maintenance, group usage, and other special events. Any such promotional use will not materially interfere with the use of the Club Amenities by Members.

### **Section 9.6 Outside Usage**

Parking spaces in the garage allocated for use by Signature Passport Members which have not been reserved by Signature Passport Members at least 24 hours in advance (but not more than 48 hours), may be used on a daily basis by the Club for prospective Members and other designees of the Club.

## **ARTICLE 10 RENTAL PROGRAM FOR PARKING SPACES**

### **Section 10.1 Parking Space Rental Program**

In accordance with the approvals granted by the Town of Vail for The Passport Clubhouse at Golden Peak, the Club will offer Charter Passport Members the opportunity to rent their parking spaces through the Club's rental program during times when not in use by the Charter Passport Members. Participation in the rental program will be strictly voluntary. The income from the rental of each Charter Passport Member's parking space will be divided between the Charter Passport Member and the Club in accordance with the terms of a separate rental agreement.