

C O P P E R

January 2, 2007 *Oct. 28, 2008*

Phil Kinney
West Point Reunion
9946 West Baden Drive
Littleton, CO 80127
Telephone: 303-979-5581

Dear :

COPPER MOUNTAIN RESORT is pleased to confirm arrangements for **West Point Reunion Class of 67** on a tentative basis.

Arrival Date: **Thursday, January 29, 2009**
Departure Date: **Monday, February 2, 2009**

Attendance: **33** Group Code: **3GD7U0**

GUEST ROOM RATES

Room	Nightly Rate
Gold One Bedroom	\$194
Silver One Bedroom	\$182
Gold Two Bedroom	\$312
Silver Two Bedroom	\$305
Platinum One Bedroom	\$264
Platinum Two Bedroom	\$401

It is understood that these group room rates are valid during group dates for the above specified number of units. Rates are subject to increase if the number of units change, whether they increase or decrease based on occupancy percentages at the time of change. Individuals opting to arrive earlier and/or stay later may pay a higher rate.

1. Lodging Requirements and Specifics

The group minimum number is 25 people to qualify for group rates and discounts. If the number of attendees drops below 20 people, rates are subject to increase to the appropriate individual rates for the dates reserved.

Tax and Surcharges

Rates do not include applicable tax and surcharge – the current surcharge is 7.5% and local taxes are 5.775%. Surcharge is taxable. Each individual lodging reservation is responsible for any money due as a result of a surcharge/tax increase, as these rates have been subject to periodic changes.

Forest Service Fee

A tax-deductible donation of \$1 per room, per night will be added to your individual group members' reservations, to support the National Forest Foundation (NFF), a non-profit partner of the U.S. Forest Service, to support local forest conservation. For every dollar contributed by Copper lodging guests, the NFF will invest \$1.50 in on-the-ground conservation projects in the Dillon Ranger District of the White River National Forest. Your group members may request to have this voluntary donation removed from their bill by contacting us at reservations@coppercolorado.com. For more details, visit www.coppercolorado.com/environment

Commissions

All quoted rates are net, non-commissionable.

Accommodations

Lodging Type	Suggested Occupancy
Hotel Room	2 Adults
Deluxe Studio	2 Adults/2 Children
One Bedroom Condominium	2 Adults
Two Bedroom Condominium	4 Adults

- Crib and High Chairs are available at no cost to guest; based on availability.
- Air Mattresses are available at \$15/night; based on availability.
- Exceeding maximum occupancies will result in additional charges or termination of contract. Please contact your Sales or Service Manager for information regarding maximum occupancies.

Room Assignments

Copper Mountain will make every effort to provide the unit type, bedding and location requested, however, all requests cannot be guaranteed. In the event that the client's request cannot be met, Copper Mountain will make every effort to contact the group leader as quickly as possible.

Cut off Date

Your negotiated group rates will be guaranteed until **December 29 2008**. Reservations for your group reserved after this date will be taken on a space available basis.

Reservations Information

It is our understanding that your attendees will be responsible for phoning in their reservations. Please advise them to call Copper Mountain Reservations at (866) 837-2996. To receive special group rates, your attendees must identify their group affiliation when making their reservation. Please have your attendees reference the assigned Group Code, "3GD7U0", and Group Name, "West Point Reunion Class of 67", when calling our reservations office.

Individual Lodging Deposit Policy

A 15% deposit including tax and surcharge on the entire length of stay will be required upon making reservations. The balance on the room reservation is due 30 days prior to arrival and will automatically billed to the credit card on file.

Individual Lodging Cancellation Policy

For individual attendees who cancel their lodging reservations, the following will be in effect:
 If canceled 30 days or more prior to arrival, refund on the deposit amount received will be made less 10%.
 If canceled 29 days or less prior to arrival, the individual is subject to full forfeiture of the deposit.

Pre/Post Group Rates

Copper Mountain Inc will extend rooms (on space availability) at the group rates to your attendees up to three days before or after the group's scheduled stay.

No Shows

Rooms which have been reserved by **West Point Reunion Class of 67** and whose attendees fail to show on their scheduled day of arrival, will be billed to the individual holding the reservation for the total lodging amount for the contracted time.

Early Departures

A fee of 100% of the remaining room nights lodging amount will be charged if an attendee checks out before their confirmed departure date. This may be waived for emergency situations but must be authorized by Copper Mountain Inc.

Splitting Room Charges

If your group attendees will be paying for their own rooms, tax and incidentals AND are sharing condominiums, the following must be considered: Copper Mountain Inc is unable to divide certain charges (telephone calls, restaurant charges, incidentals etc). It is the responsibility of the individual whose name appears on the reservation folio to finalize all charges amongst the occupants BEFORE check-out.

Parking

Complimentary parking is available to Copper Mountain Inc lodging guests.

Check-in/Check-out Times

Check-in is 4:00 PM. Check-out is 10:00 AM. Should your group be arriving prior to 4:00 PM or has a departure scheduled later than 10:00 AM, a request for a change room must be made at time of booking or with your Group Service Coordinator a minimum of 21 days prior to arrival. Reservations for these rooms will be based on availability and priced at the contracted room rate.

Chaperones

One adult chaperone, minimum of 18 years old, per 8 children is required to lodge with the group.

Phone Numbers/Shipping Address for Guests

To reach a guest lodging at Copper Mountain:

Call (970) 968-2882

Fax (970) 968-3300

Physical Address: 0509 Copper Road, Copper Mountain, CO 80443

Athletic Club

Complimentary access to the Copper Mountain Athletic Club, fees will be assessed for tennis, racquetball and massage. Children 16 and under must be accompanied by an adult.

Air & Ground Transportation

Copper Mountain Resort holds contracts with major airlines, shuttle services and rental car companies which offer discounts in conjunction with your lodging package.

Please contact our travel manager, Roberta Fish, at 1-800-874-3170 or email at Fislr@coppercolorado.com for further information.

Copper Mountain Resort cannot be held liable for inaccurate information that is distributed about the resort, its offerings or rates by group representatives. Copper staff are prepared to assist you by reviewing your promotional materials prior to distribution for accuracy.

It is the responsibility of the group leader or meeting planner to inform all attendees of the above.

Initial 1 *AK*

**2. Deposit and Cancellation Policies
Advanced Deposit Schedule**

Individuals will be responsible for paying their own room, tax and incidental charges.

Guests will call Copper Mountain Resort Reservations to make a reservation out of the room block and will be required to pay a deposit equal to 15% of total lodging stay including tax and surcharge.

The balance on the room reservation is due 30 days prior to arrival.

Audio/Visual Equipment Rental

Copper Mountain Resort through its official vendor, Event Production Systems has a complete line of audio-visual equipment available for rental. Event Production Systems must provide all services with the exception of LCD projectors.

Should a group elect to bring its own LCD projector, they must rent a "Data Accessory Package" at \$75.00 per day. The package includes a 42" draped LCD cart, tripod or house screen, VGA extension, extension cord and power strip. This does not include tax, surcharge or 20% strike fee.

Food and Beverage

Menu prices will be confirmed sixty (60) days in advance. For all food functions a definite attendance guarantee is required 72 business hours in advance and is not subject to reduction. That guarantee number will be charged unless the actual attendance is greater. Copper Mountain Resort will prepare 10% above the number that you guarantee if it is under 100 people; 5% above the number you guarantee if it is over 100 people. Gratuity is currently 20% and will be applied to all food and beverage for organized meal functions: this gratuity charge is subject to change.

3. Winter Activities

We are pleased to extend to your lodging attendees special group rates for our winter recreation products. In order for your guests to receive these discounted rates skier service products must be ordered prior to arrival. All lessons, lift tickets and rentals purchased at the mountain will be at the "window" rate. In order to receive group pricing all skier service orders must be placed 24 hours prior to arrival by calling 866-837-2996.

Copper Mountain also offers Snowmobiling, Sleigh Rides, Tubing, and many other exciting activities which can be reserved by contacting us at 866-837-2996.

*Activities are season permitting.

Lift Tickets:

	4 day
Adult (ages 19 -64)	\$184
Student (ages 14-18)	\$152
Senior (ages 65-69)	\$104
Child (ages 6-13)	

Ski/Snowboard Lessons:

Add-on Lessons

Adult Full Day	\$37.10	Ages 16 +
Student Full Day	\$48.76	Ages 6-15
Child Full day	\$69.96	Ages 3-5

"Add on Lessons" are only available to those also purchasing a lift ticket at the contracted group rates (above). Student and Child full day lessons include lunch.

Ski and Snowboard Rental Equipment:

	Per day
Kids Ski Package	\$13.77
Adult Sport Ski Package	\$14.83
Adult Performance Ski Package	\$28.61
Kids Snowboard Package	\$16.95
Adult Sport Snowboard Package	\$27.55

6% surcharge will be assessed on rental equipment and lessons. All quoted rates are net, non-commissionable.

5. Partners and Sponsorships:

In order to protect Copper Mountain and Winter Park Resorts' current partnerships, all 3rd party group events must adhere to the 3rd party sponsorship guidelines. The guidelines detail the process for first right of refusal as well as steps to gauge event sponsorship interest among our partners. This process has been implemented to prevent any conflict in resort-partnership contractual obligations as well as facilitate communication between third party event hosts and our current partner contacts where appropriate. Please request the current 3rd Party Guidelines if your group/function will be soliciting additional partners and sponsorships for your event.

Initial AK

I have read the above information and find the arrangements in order and on a definite basis.

LIABILITY RELEASES

West Point Reunion Class of 67 understands and agrees that the greatest liability facing both West Point Reunion Class of 67 and Copper Mountain, Inc. (CMI) is claims against either or both parties for injuries sustained by Attendees of West Point Reunion Class of 67. Attendees of West Point Reunion Class of 67 also need to understand the risks of skiing and the laws in the state of Colorado that affect skiing. In order to provide a reduced rate lift ticket to the Attendees for West Point Reunion Class of 67, CMI must reduce its exposure to liability. CMI and West Point Reunion Class of 67 hereby agree to have Attendee of West Point Reunion Class of 67 sign a release which protects West Point Reunion Class of 67 and CMI and explains to Attendee in advance of their arrival who will be responsible for their injuries under Colorado law. A copy of the release naming CMI and West Point Reunion Class of 67 as protected parties is included in the "pre-arrival packet" your group service coordinator will be sending you. West Point Reunion Class of 67 will have each person who is attending or visiting CMI to sign a release in advance. Releases will be forwarded to CMI in advance by West Point Reunion Class of 67 and retained by CMI. West Point Reunion Class of 67 will have parents or legal guardians of any minor attending CMI sign the release.

FORCE MAJEURE

The performance of the Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause) civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditional upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

INSURANCE

West Point Reunion Class of 67 will carry General Liability insurance in the minimum amounts of \$1,000,000.00 in respect of bodily, injury or death to any one person.

If applicable, if any employee or temporary employee of West Point Reunion Class of 67 will be on Copper Mountain, Inc. (CMI) property, West Point Reunion Class of 67 will carry Worker's Compensation insurance in amounts required by statute.

INDEMNIFICATION

West Point Reunion Class of 67 hereby agrees to indemnify, defend and hold CMI harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of CMI its respective officers, directors, trustees, employees, volunteers, and agents, provided that with respect to officers, directors, trustees, employees, volunteers and agents, such individuals are acting within the scope of their employment or agency, as applicable.

GENERAL PROVISIONS

- a) **NOTICE:** Any notices, demands, requests, consents or communications required or permitted by this agreement, shall be in writing and shall be deemed delivered if delivered in person or three days after the date sent by certified mail, postage prepaid, return receipt requested, or upon delivery by Federal Express, telegraph or fax telecopied, receipt of which is acknowledged, to the addresses of the parties in the first paragraph of this agreement, unless such address is changed by written notice pursuant to this paragraph.
- b) **LAW GOVERNING:** Any interpretation of this agreement shall be governed by the statutes and decisional law of the State of Colorado.
- c) **HEADINGS:** Paragraph headings used in this agreement are for convenience only and shall not be deemed controlling with respect to content.
- d) **SEVERABILITY:** The provisions of this agreement are severable. In the event any provision shall be deemed invalid or unenforceable by operation of law, then such unenforceability shall apply only to said provision, and the remainder of this agreement shall be of full force and effect.
- e) **INTEREST ON UNPAID BALANCE:** Interest shall accrue at the rate of 1.5% interest per month on any unpaid balance over thirty (30) days old.
- f) **ATTORNEY'S FEES:** In connection with any litigation/arbitration arising out of this Agreement, Copper Mountain, Inc. shall be entitled to recover all costs incurred, including attorney's fees, which shall include any appellate and post judgment proceedings.
- g) **WRITING:** This agreement cannot be modified, except by written agreement, signed by all parties, hereto.
- h) **ARBITRATION:** Any controversy or claim arising out of or relating to this contract or any part of this contract shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- i) **VENUE:** Venue, for any action arising from his agreement, shall be in Summit County, Colorado.
- j) **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties relating to the subject matter herein, and supersedes all prior agreements or understandings made in connection with the subject matter hereto.
- k) **CAPACITY:** Each party represents and warrants that it has the full legal right, power, authority and capacity to enter into and perform under this agreement, and that this agreement constitutes a binding document.
- l) Upon failure to meet the terms and conditions specified on any of the options and reviews, Copper Mountain Resort may exercise the option to cancel or reduce space held under this group contract and retain existing deposit.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of, 2008.

Please review this contract carefully prior to signing. It constitutes a binding contract, and the specifications set forth shall be considered firm and definite.

Please return one (1) signed copy of this contract by October 29, 2008 to Karen J Dickey.

If we do not receive your signed contract by October 29, 2008 we reserve the right to release all space and make it available for re-sale.

Accepted for:
Copper Mountain Resort by:

Karen J Dickey
Leisure Group Sales
Post Office Box 3787
Copper Mountain, CO 80443
Phone: 970-968-2882
E-mail: kdickey@coppercolorado.com
Fax: 1-970-968-3154

The person signing this agreement is authorized
to do so on behalf of the organization named
Confirmed for: West Point Reunion Class of 67 by:

Phil Kinney
9946 West Baden Drive
303-979-5581
E-mail: philjoyamkool@msn.com

		
Signature	Signature	Signature
Date	Date	Date