

# VAIL GONDOLA CLUB

## PREAMBLE

The Cordillera Property Owners Association (“CPOA”), acting through its Board of Directors, has implemented these Rules and Regulations for the VAIL GONDOLA Club. The CPOA is offering Membership in the Club for the recreational and social use of Members, their families, and guests, as well as other Club users.

These Rules and Regulations are designed to protect the Club’s Facilities and to promote health, safety, welfare and the enjoyment of use of the Club’s Facilities by Members, their families, guests and all other persons using the Club’s Facilities. In the interest of making use of the Club’s Facilities a pleasurable experience for all persons and to protect the Club’s Facilities, the CPOA, in its sole discretion, may amend these Rules and Regulations from time to time. Capitalized terms in these Rules and Regulations not otherwise defined herein shall have the same meaning contained in the Membership Plan.

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## **GENERAL CLUB RULES**

1. Members, daily-basis users of the Club's Facilities, family members and guests shall abide by all rules and regulations of the Club's Facilities as they may be amended from time to time.
2. Alcoholic beverages will not be served or sold, nor permitted to be consumed at the Club's Facilities during hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of Colorado, and any and all ordinances or regulations as established by the county or municipality.
3. No person using the Club's Facilities should request special personal services from employees of the CPOA who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for the use by Members.
4. Dogs or other pets (with the exception of Seeing Eye dogs) are not permitted on or in the Club's Facilities.
5. All complaints, criticisms or suggestions of any kind relating to the operations of the Club's Facilities must be in writing, signed, and addressed to the Club Manager.
6. No person using the Club's Facilities may abuse any of the CPOA's employees, verbally or otherwise. All service employees of the CPOA on duty at the Club's Facilities are under the supervision of the Club Manager and no person using the Club's Facilities shall reprimand or discipline any employee, nor shall any person using the Club's Facilities request an employee to leave the Club's Facilities for any purpose whatsoever. Any employee not rendering prompt and courteous service may be reported to the Club Manager.
7. Smoking is not permitted at or in the Club's Facilities.
8. Use of the Club's Facilities may be restricted or reserved from time to time by the CPOA.
9. Violation of these Rules and Regulations or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the CPOA and/or the Club Manager in accordance with these Rules and Regulations and The Membership Plan.

## **USE BY CPOA AND CVCPOA PROPERTY OWNERS ON A DAILY USE BASIS**

1. Daily use is not permitted by any person/persons other than Current VAIL GONDOLA Club Members and their registered family members or guests.
2. CPOA and CVCPOA Property Owners will have access to the Club's Facilities during non-ski season, during such operating hours as may be established by CPOA in its sole discretion, and full participation in all events on a space available basis and subject to any charges for such use which may be assessed by the CPOA in its sole discretion.
3. The CPOA reserves the right to, in its sole discretion, limit use of the Club's Facilities during high usage times.
4. The CPOA reserves the right to modify the terms and policies for use of the Club's Facilities by all membership classes from time to time in its sole discretion.

## **ACCESS CARDS**

1. Access Cards will be issued to Members and to other members of each Member's family who are eligible for membership privileges. This would include:
  - a) Significant Others
  - b) Second person, designated adult over age 23, on a single person's membership
  - c) Children of Members age 14 and over

Access cards will not be issued to children under age 14 as they may use the Club's Facilities only when accompanied and under the direct supervision of their Member parents. Access cards may be issued to children of Members above the age of 14 and are "limited" as they are for the use of the individual child only. Children of Members over the age of 14 shall not bring guests to the Club's Facilities nor can a Member arrange to have a guest accompany the child. Access cards will include the Member's name and membership number. Members and their families must have their access card with them at all times in order to access and use the Club's Facilities. Access cards are not transferable. Access cards will only be issued upon payment of dues, Initiation Fees, and all other applicable charges and fees by the Member.

2. An access card may not be used by any person other than the person to whom it is issued. Failure to comply with this rule may result in suspension or termination of a Membership.
3. Temporary access cards will be issued to children of Members age 14 and over as provided in the section of these Rules and Regulations discussing use of the Club's Facilities by children of Members.
4. In the event of a lost or stolen access card, the Club Manager must be notified immediately. The access card will be canceled, and a new card will be issued. The Member will be charged an amount to be determined by the CPOA from time to time for each new card.

## **CLUB USE BY CHILDREN OF MEMBERS**

1. Children and grandchildren of Members, under the age of 14 may use the Club's Facilities only when accompanied by and under the direct supervision of their Member parent or Member grandparent, and subject to the availability of a guest locker when storing equipment. Members are responsible for the actions and safety of their children and grandchildren.
2. Children age 14 and over may be issued "limited" access cards and may use the Club's Facilities if occupying the Member's assigned personal compartment. They must present their card to the Club Manager for admission to the Club's Facilities if unaccompanied by the Member. Children of Members age 14 and over cannot bring their own guests or other children of the Member to the Club's Facilities nor may the Member arrange for a guest to accompany the child. At no time will more than two persons be permitted to use a single assigned personal compartment on the same date. Unmarried children under the age of 23 may accompany a member at any time, however a guest locker is required for the storage of equipment.
3. Members are responsible for informing all family members of the Club's policies, behavioral expectations, Rules and Regulations and Membership Plan. The Club Manager may require anyone who does not observe the Rules and Regulations or the Membership Plan to leave the Club's Facilities immediately.

### **MEMBERS PERSONAL COMPARTMENT PRIVILEGES**

1. Members will be assigned one personal compartment for storage of boots, helmets and personal items, per Membership. At no time may more than two people use one personal compartment.
2. Every person accessing the Club's Facilities during ski season must have the assigned use of a personal compartment on the day of use. No more than two persons can be assigned to one personal compartment on the same date.
3. There are 36 guest use personal compartments for guests of Members available on a first come first served sign up basis. Limitations may apply during high usage times.
4. Members may permit family members ages 14 or older to use their own permanent personal compartment at any time without fee. However, Members must inform the Club Manager in writing prior to the family member accessing the Club's Facilities that such use is permitted providing the personal compartment and ski/snowboard storage spaces are entirely void of any equipment or personal belongings and specifying names of users and dates of use. At no time may more than two persons use any personal compartment on the same date. Charges incurred by persons using the Member's personal compartment will be billed to the member via the service provider or the CPOA.

### **GUEST PRIVILEGES**

1. Generally guest privileges may be extended under these Rules and Regulations and the Membership Plan. Although it is the intention of the CPOA to accommodate guests without inconvenience to the Members, the CPOA reserves the right to limit the number of guests that accompany a Member on any given day. The CPOA shall establish from time to time the rate of daily fees, charges and the rules and regulations for use of Club's Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time from the membership in general or certain Members for reasons considered sufficient by the CPOA in its sole and absolute discretion.
2. Members may reserve up to twenty (20) family and non-family guest lockers per year without fee, as long as the guests are accompanied by the Member and the Member has arranged the use of a personal compartment for each guest from the 36 guest lockers, provided that no more than two persons may use each personal compartment on the same date. Limitations may apply during high usage times. Any Member reserving more than twenty (20) family or non-family guest lockers per year shall be charged \$50.00 per day per locker, on a space available basis. Guest day and guest locker privileges are non-transferrable.
3. Members may arrange for up to ten (10) family and non-family guests per year over the age of 23 to use the Member's personal compartment, unaccompanied by the Member, at no fee, providing the personal compartment and ski/snowboard storage spaces are entirely void of any equipment or personal belongings. The Member must inform the Club Manager in writing of the names of the guests and dates of use. It is the Member's responsibility to obtain a temporary guest card from the Club Manager in order to guarantee access to the Club's Facilities and to arrange access to the Member's personal compartment or to arrange the use of an unassigned personal compartment. At no time will the Club Manager admit an unaccompanied guest without prior notice in writing from a Member. Limitations may apply during times of high usage.
4. All guest expenses, including but not limited to rental of personal compartments, fees for guests, goods and services, will be billed directly to the member via the service provider or the CPOA.

### **GUEST PRIVILEGES (cont.)**

5. Members are responsible for informing all guests of Club's policies, behavioral expectations, Rules and Regulations and Membership Plan. The Club Manager may require anyone who does not observe these Rules and Regulations or the Membership Plan to leave the Club's Facilities immediately.
6. Guest privileges may be limited by the CPOA from time to time in its sole and absolute discretion. Notice of such limitation will be given to the Members by the Club Manager.

### **MEMBERSHIP DUES AND CHARGES**

1. A Member must have his/her fees and charges paid by check upon invoicing, to the CPOA, 0408 Carterville Road, Cordillera, CO 81632. A Member must pay his/her dues by check on or before the date due. All Members agree to pay directly to the CPOA any amounts not paid by the date due.
2. Any dues that are not fully paid within ten (10) days of the due date shall be considered delinquent. Delinquent dues shall accrue interest on the unpaid portion of one- and one-half percent (1.5%) per month from and after the due date until paid in full. If any dues, plus all applicable interest, remain delinquent more than thirty (30) days after the date of a written notice sent to the Member at the address of the Member on file with the Club Manager, the CPOA may, in its sole discretion, deem the Membership resigned and terminated as of such date. Such resigned and terminated Membership shall be offered for resale and Initiation Fees refunded as provided in the Membership Plan.
3. If any Member is delinquent in payment of dues, the CPOA may in its sole discretion take whatever action it deems necessary to effect collection. If the CPOA commences any legal action to collect any amount owed by a Member or enforce any other liability of any Member to the CPOA, and if judgment is obtained by the CPOA, the Member shall also be liable for all costs and expenses of such legal action and reasonable attorney's fees required in connection with said action, including but not limited to appellate proceedings.

### **ATTIRE**

1. It is expected that Members and all those using the Club's Facilities will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club's Facilities.
2. It is expected that Members will advise their family members and guests of the dress requirements.

### **GRATUITIES**

1. If members or guests of members so choose, cash gratuities are accepted but are not expected. For the convenience of all Members and other users of the Club's Facilities, a member requested season ending gratuity program has been created. With the close of each season, Club Management will send an email informing members they can either decline/participate in the member requested season ending gratuity program. No member is required to participate in this program.

## **RESERVATIONS AND CANCELLATIONS**

The CPOA may implement policies governing reservations and cancellations for personal compartments, special events and any and all other activities from time to time.

## **HOURS OF OPERATION**

The Club Manager shall post hours of operation of the Club's Facilities, which hours shall be determined by, and subject to change, in the sole discretion of the CPOA.

## **MAILING ADDRESS, PHONE NUMBER, FAX, EMAIL**

1. Each Member shall be responsible for filing with the Club Manager in writing his/her mailing address, phone number, email address and any changes thereto, where the Member wishes all notices and invoices of the Club to be sent. A Member shall be deemed to have received mailings from the Club ten (10) days after they have been mailed to the address on file with the Club Manager. In the absence of an address on file with the Club Manager, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery. In the alternative, in the absence of a Member's address on file with the Club Manager, any notice shall be deemed given and received by the Member thirty (30) days after it is posted in a conspicuous place at the Club's Facilities.
2. The Club Manager must be notified in writing of any change of mailing address, phone number or email address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins or any other communications and a violation of these Rules and Regulations.

### **RESIGNATION, SUSPENSION AND TERMINATION OF MEMBERSHIP**

1. A Member may resign his/her Membership by delivering written notice of resignation to the Club Manager. A Membership shall be deemed resigned as of the date the Club Manager receives written notice of the Member's resignation.
2. Notwithstanding any resignation, suspension or termination of Membership, the Member shall remain liable for any amounts unpaid on the Member's account.
3. A Membership may be suspended or terminated by the CPOA, if in the sole discretion of the CPOA, the Member:
  - a) fails to meet eligibility for membership;
  - b) submits false information on the application for Membership or for guest privileges;
  - c) permits his or her membership card to be used by anyone other than the designated holder;
  - d) exhibits unsatisfactory behavior, deportment or appearance or allows family members or guests to do so;
  - e) fails to pay any amount owed the CPOA in connection with the Membership in a proper and timely manner;
  - f) treats the personnel or employees of the Club in an unreasonable or abusive manner;
  - g) fails in, or refrains from, any other conduct or obligation determined by the CPOA as appropriate for suspension or termination of Membership; or,
  - h) violates these Rules and Regulations or others promulgated by the CPOA from time to time or violates the terms and provisions of the Membership Plan.
4. The CPOA may from time to time restrict or suspend, for cause or causes including but not limited to those described in the preceding paragraph, any Member's rights to use any or all of the Club's Facilities. No Member will, on account of any restriction or suspension, be entitled to any refund of any membership deposit, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing.
5. Any Membership which has been terminated hereunder shall be treated as a resigned membership and the Member's Initiation Fee shall be returned to the Member as provided in the Membership Plan. However, a Member whose Membership has been terminated cannot continue to use the Club's Facilities but will remain responsible for payment of all dues and other charges until such terminated Membership is resold pursuant to Section IV.F of the Membership Plan.

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each Member as a condition of Membership, and each non-Member user of the Club's Facilities, as a condition of invitation to the Club's Facilities, assumes sole responsibility for his or her personal property brought to the Club's Facilities. The CPOA shall not be responsible for any loss or damage to any private personal property used, stored or brought onto the Club's Facilities. Any personal property which is left in or on the Club's Facilities, unless in paid storage, for more than six (6) months is deemed to be abandoned and may be sold by the CPOA, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any may be retained by the CPOA.
2. No person shall remove from the Club's Facilities any property or furniture belonging to the CPOA without proper written authorization. Every Member and non-Member Club user shall be liable for any property damage and/or personal injury suffered at the Club's Facilities, or any activity or function operated, organized, arranged or sponsored by the CPOA as a Club benefit, caused by the Member or non-Member user. The cause of such damage shall be borne by the Member or daily-basis user, as applicable, and shall be billed via the CPOA.
3. Any Member, family member, guest, daily-basis user, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the CPOA in connection with its operation of the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the CPOA as a Club benefit, either on or off of the Club's Facilities, shall do so at his or her own risk. Members, daily-basis users, family members, guests and other persons shall hold the Club, CPOA, and the CVCPOA, their shareholders, Members, directors, officers, employees, representatives, agents and affiliates (collectively the "Indemnified Parties") harmless from any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission, whether due to negligence or otherwise of any of the Indemnified Parties. Any Member or daily-basis user shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.
4. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the CPOA as a Club benefit or on any other claim or matter in connection with membership in the Club and fail to obtain judgment therein against the same, and said party shall be liable to the Indemnified Parties for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

## **INTERPRETATION OF RULES AND REGULATIONS**

1. Any capitalized term not defined herein shall have the same meaning as said term in the Membership Plan, if defined therein.
2. Should there be a conflict between the terms of these Rules and Regulations and the Membership Plan, the Membership Plan shall control.