Vacasa

SPACE AVAILABLE AGREEMENT

I. <u>GROUP INFORMATION</u>:

Group ID: COVAGRP2125 Resort Location: Vail, CO

Group Name:	CU Boulder	Event Date(s):	September 15 - 16, 2023
Group Planner:	Nicholas Flores	Title:	Professor of Economics
Mailing Address:		Telephone:	720-470-2829
		Email:	nicholas.flores@colorado.edu
		Date Issued:	March 29, 2023

Property: Lion Square Lodge at The Gondola Vacasa Group Contact: Megan Reninger Phone Number: 970-401-1941 E-Mail: megan.reninger@gmail.com

Catering Contact: Sarah Nunnenmacher Catering Email: sarah@comountainevents.com Catering Phone Number: 970-331-3119

The following is a space available agreement between Vacasa LLC ("Vacasa") and CU Boulder ("The Client") and outlines specific conditions and services provided (hereinafter the "Agreement"). Throughout the Agreement, "we" refers to Vacasa and "you" refers to The Client.

To make the arrangements of the Agreement definite, please sign the original copy of this Agreement¹ by April 12, 2023. Should you not be able to confirm by April 12, 2023 this offer will be null and void.

This Agreement offers 10% off the published Room Rent rate and will be made available to CU Boulder with a 2 night minimum length of stay.

Vacasa is not holding any rooms, but will offer the discount on a space available basis. There is no guaranteed room availability, so please have guests <u>book as early as possible</u> as the properties may sell out and the published full price rates may potentially increase at any time based on availability. Minimum length of stay restrictions may apply. This discount offer is valid until September 1, 2023. Availability can be found at <u>vacasa.com</u>

The discounted rates are not commissionable and these rates are subject to state and local taxes² and applicable fees².

¹This Agreement will be sent via DocuSign

II. RESERVATIONS:

Guests can call **1-888-346-1799** to reach our reservations team to book their accommodation. Please instruct all guests to identify themselves as guests of the **COVAGRP2125** when calling to ensure that they receive the percentage-off discounted rates.

• 10% discount on stays of 2 nights or longer

Alternatively guests may book directly on <u>vacasa.com</u>. Once booked, guests will send an email to <u>group.reservations@vacasa.com</u> with the Subject Line: **COVAGRP2125/ Lion Square Lodge/ Sep 15 - 16, 2023/ Confirmation**. Once the email is received, the group code and discount will be applied and an email confirmation will be issued. For bookings made on vacasa.com, within 30 days of arrival, full payment will be processed and the difference will be reimbursed at the time of the rate adjustment.

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** Group discount is not applicable to reservations booked through a third party i.e. Booking.com, VRBO, Expedia, AirBnB etc.

Please note that our check in time is 4:00 pm and check out is 10:00 am. Room Rent, tax, fees and incidentals will be the responsibility of the individuals.

III. CANCELLATION, PAYMENT POLICY AND TRIP PROTECTION FOR GUEST RESERVATIONS:

Please refer to <u>vacasa.com/rental-terms</u> and <u>cancelation policy</u> for all rental policies including cancellation terms and trip protection. Payment policies may vary based on travel dates and are defined during the booking process.

PAYMENT POLICY:

All Vacasa-booked reservations must be paid in full upon booking. For reservations booked outside of 45 days from arrival and whose rent is \$500 or more, a 50% deposit is due at the time of booking and the remaining 50% will be automatically charged 30 days prior to arrival. The guest calling in to make a payment MUST be the cardholder.

CANCELLATION POLICY:

For any new reservation, you can cancel within 24 hours of booking and receive a full refund.

If you cancel 30 or more days before check-in, you can receive a refund of any rental payments you've made in your original form of payment, minus the booking fee and associated taxes.

Cancellations within 30 days of the arrival date are 100% non-refundable.

Note: The 24-hour refund option doesn't apply if you book your stay the day before check-in. Reservations cannot be canceled for a full refund on the day of check-in.

IV. THINGS TO KNOW:

Set up an account on <u>vacasa.com</u> and download the Vacasa APP. This will allow guests to review and manage all stay details. All reservations booked with the same email address will populate to the same online account or via the APP.

- ★ Manage credit card payments in the APP or online account.
- ★ Each reservation will be required to sign an electronic rental agreement. This agreement will be emailed to each guest reservation.
- ★ Check in instructions will be emailed on the day of arrival as long as the Rental Agreement has been signed and your reservation has been paid in full.
- ★ We accept Discover, Visa, MasterCard, and AMEX

V. <u>FUNCTION SPACE & RATES</u>

Property & Function Space	Dates	Times	Function	Area & Dimension	Set Up / # Guests	Rental Rate / Day
Lion Square Lodge - Gore Creek & Columbine	Sep 15-16, 2023	TBD	TBD	Gore Creek & Columbine	40-50	\$1,000

\$2,000 Total

ROOM RENTAL

Included in the rental: tables, (banquet & cocktail rounds, plus rectangles), chairs (inside for 150, outside for 250) and linens. Wi-Fi in function space.

PARKING CHARGES/RESTRICTIONS

Four additional parking spaces are included. (Each guest also receives one parking space with room).



Parking fees and restrictions are subject to change.

CATERING

Vacasa requires that the Client utilize the preferred caterer Colorado Mountain Events for all banquet food and beverage service. The catering company will provide a separate banquet agreement.

OUTSIDE FOOD & BEVERAGE

Outside food and beverage is strictly prohibited by law.

DAMAGES & EXCESSIVE CLEANING FEES

The Client agrees to assume full responsibility for any damages to the property during the scheduled event on the part of the Group participants. The Client agrees to reimburse Vacasa for any such damage upon receipt of reasonable bills for repairs and reasonable evidence of such damage. Any additional cleaning will be charged a fee of up to \$500 per hour (or the actual cost of cleaning services, if greater) for violations of any of the guest policies or for excessive cleaning required by the acts or omissions of any Occupant during the stay.

VI. ADDITIONAL TERMS AND CONDITIONS

RIGHTS OF TERMINATION FOR CAUSE

Except as otherwise provided in this contract, neither party will have the right to terminate their obligations under this contract. This contract is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions: 1. The parties' performance under this contract is subject to acts of God, (not including snowfall or weather or snow or mudslide temporarily blocking roads) war, government regulation, terrorism, civil disorder or any other emergency beyond the parties' control which occurs or is continuing at the time of the event and which makes it illegal or impossible for a party to perform its obligations under this contract. Either party may terminate this contract for such reasons, specifically excluding natural disasters, weather incidents, and pandemics, upon written notice to the other party within three days of such occurrence. Events such as natural disasters, weather incidents, and pandemics may be reimbursable through travel insurance and Vacasa LLC encourages you to purchase travel insurance.

2. Material breach of this contract and after providing notice of said breach, the breaching party does not agree to cure the breach.

CONSTRUCTION/ RENOVATION

As soon as reasonably possible, Vacasa will notify the group if construction or renovation of the Property will impact the areas or guest rooms to be used by the group. If for any reason renovation and/or construction is unavoidable, representatives of the parties will meet and negotiate in good faith within thirty (30) days of Vacasa's notice to the group to determine if alternate arrangements can be made for the Group Reservation to go forward as contracted. If both parties agree that equal alternative space is not available, the group may cancel this contract without liability. The group shall not pay for off-line rooms (rooms being remodeled). Deposits taken from the group will be applied to alternative accommodations of equal value.

MANAGEMENT

The entity named in the Group Reservation Agreement currently manages the Property. Should this entity's management contract be terminated, the group understands that the new management company for the Property will be responsible for performance hereunder and that the entity named in the Group Reservation Agreement will have no continuing liability under this contract.

VII. COUNTERPARTS SIGNATURES

This agreement and any addendum or amendment hereto may be executed in any number of counterparts, each of which shall be considered an original for all purposes and all of which, when taken together, shall constitute one and the same document. Signatures transmitted by e-mail or electronically on this document or any amendment thereto shall be binding upon the parties as though signed original documents had been received, as long as the entire document is e-mailed along with the signature page.

Thank you for choosing Vacasa. We look forward to working with you and servicing your group.

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Accepted by The Client (Nicholas Flores):		
Signature: Users		
Signature:		
Print Name:		
Title:		
31-Mar-2023 Date:		

Accepted by Vacasa (Megan Reninger):

	DocuSigned by:			
Signatu	ure: Migan Kininger			
-	Megan Reninger			
Print Name:				
Title:	Group Events Manager			
Date:	31-Mar-2023			
Date.				