

# 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., and Hesperus Recreation I, LLC (d/b/a Hesperus Ski Area), hereinafter referred to as “Resort”, commits you to purchase pass(es) as set forth on the emailed confirmation receipt associated with this transaction. You agree that all of the items you purchase today, plus any associated fees and taxes, will be charged to your credit card in monthly installments as outlined in the payment schedule. You understand that your purchase is non-transferable and is also non-refundable (unless you have purchased the pass refund option at checkout).

**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 card you supply in the future), according to the payment schedule, 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.

## REFUNDS:

You acknowledge there are no refunds on amounts paid under this payment plan, except as provided under the pass refund option - if purchased.

## LATE FEES:

Payments are due on the 30th of each month. If you fail to make a payment within seven (7) days after the payment due date, you will be assessed a late fee of \$10.

## DEFAULT:

You acknowledge that, if we are unable to successfully collect your payment each month, for any reason, your pass(es) will be immediately suspended 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 contract is in default.

## MISCELLANEOUS:

(1) By providing information the Resort requests, you agree that the Resort may contact you via mail, phone or email to let you know about your account, offers and events; and you further agree that any debt collection agency or attorney hired by us to contact by the same means 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 herein be deemed invalid or unenforceable, the remaining terms shall remain in full force and effect.

## ELECTRONIC PURCHASE CONSENT:

By using the Resort website to purchase and pay for your pass(es), 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 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 indicating your acceptance below, 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 AGREEMENT.

