

# VAIL RESORTS

## CREDIT INFORMATION

390 Interlocken Crescent, Suite 1000

Broomfield, CO 80021

[www.vailresorts.com](http://www.vailresorts.com)

303-404-1800

### COMPANY PROFILE

*Vail Holdings, Inc. (Tax ID 84-0568230) and The Vail Corporation (d/b/a “Vail Associates, Inc.” and “Vail Resorts Management Company”) (Tax ID: 84-0601461), are wholly owned Corporations of Vail Resorts, Inc. (Tax ID: 51-0291762) (Ticker: MTN on the NYSE)*

Vail Resorts, Inc. was organized as a public holding company in 1997 and operates through various subsidiaries (collectively, the “Company”). The Company's operations are grouped into three integrated and interdependent segments: Mountain, Lodging and Real Estate. The Mountain segment is comprised of the operations of six ski resort properties as well as ancillary businesses, primarily including ski school, dining and retail/rental operations. Mountain segment revenue is seasonal in nature, the majority of which is earned in the Company's second and third fiscal quarters. Operations within the Lodging segment include (i) ownership/management of luxury hotels through the RockResorts International, LLC (“RockResorts”) brand, (ii) the ownership/management of non-RockResorts branded hotels and condominiums proximate to the Company's ski resorts, (iii) Grand Teton Lodge Company (“GTLC”) and (iv) golf courses. The Real Estate segment is involved with the development of property in and around the Company's resort properties.

**Sector:** Services

**Industry:** Resorts & Casinos

**Employees:** Approximately 3,100 year-round and 10,800 seasonal

**Dun & Bradstreet Number:** 79-619-2243

**Federal Identification Number:** 84-0601461

**Use of accounts receivable for borrowing money:** No

**Rating:** 5A2

### EXECUTIVES

#### Corporate Vail Resorts Inc. Executives

**Robert A. Katz** - Chief Executive Officer

**Jeffery W. Jones** - Senior Executive Vice President and Chief Financial Officer

**Fiona E. Arnold** - Senior Vice President and General Council

#### Vail Resorts Management Company Executives

**Mark R. Gasta** - Senior Vice President and Chief Human Resources Officer

**Robert N. Urwiler** - Senior Vice President and Chief Information Officer

**Mark L. Schoppet** – Chief Accounting Officer

## CORPORATE STRUCTURE

### *Wholly-owned subsidiaries of The Vail Corporation:*

BCRP, Inc.	(Tax ID: 28-8085854)
Beaver Creek Associates, Inc.	(Tax ID: 84-0677537)
Beaver Creek Consultants, Inc.	(Tax ID: 84-0760348)
Booth Creek Ski Holdings, Inc.	(Tax ID: 84-1359604)
Teton Lodge Company	(Tax ID: 83-0161154)
Forest Ridge Holdings, Inc.	(Tax ID: 84-1549024)
Lodge Properties, Inc.	(Tax ID: 84-0607010)
Northstar Group Commercial, LLC	(Tax ID: 84-1697136)
Northstar Group Restaurant Properties, LLC	(Tax ID: 26-2189728)
RCR Vail, LLC (d/b/a "Rocky Mountain Residences")	(Tax ID: 20-4190750)
SSV Holdings, Inc.	(Tax ID: 20-4078956)
Teton Hospitality Services, Inc.	(Tax ID: 83-0332998)
Trimont Land Company	(Tax ID: 94-1640750)
Vail/Arrowhead, Inc.	(Tax ID: 84-1253320)
Vail Summit Resorts, Inc.*	(Tax ID: 43-1273996)
Vail Associates Investments, Inc.	(Tax ID: 84-1263682)
Vail/Beaver Creek Resort Properties, Inc.	(Tax ID: 52-1479879)
Vail Food Services, Inc.	(Tax ID: 84-0596378)
Vail Resorts Development Company	(Tax ID: 84-1242948)
Vail Trademarks, Inc.	(Tax ID: 84-1253319)
VAMHC, Inc.	(Tax ID: 46-0486525)
Vail RR, Inc.	(Tax ID: 84-1606210)
VA Rancho Mirage I, Inc.	(Tax ID: 84-1606209)
VA Rancho Mirage II, Inc.	(Tax ID: 84-1606208)
Delivery Acquisition, Inc. (d/b/a "Colorado Mountain Express")	(Tax ID: 26-3003368)

\* d/b/a "Keystone Resort, Inc.", "Breckenridge Ski Resort, Inc.", and "Ralston Resorts, Inc."

## PROPERTIES

### **Arrowhead Mountain, CO**

*Ski trails and ski resort operations, including ski lifts, buildings and other improvements and commercial space*

### **Avon, CO**

*Warehouse facility*

### **BC Housing Riveredge, CO**

*Employee housing facilities*

### **Bachelor Gulch Village, CO**

*Ski resort operations, including ski lifts, ski trails, buildings and other improvements and commercial space*

### **Beaver Creek Mountain, CO**

*Ski resort operations, including ski lifts, buildings and other improvements, commercial space and real estate held for sale or development*

### **Beaver Creek Mountain, CO**

*Ski trails, ski lifts, buildings and other improvements*

### **Beaver Creek Resort, CO**

*Golf course, clubhouse commercial space and residential spaces*

### **Breckenridge Mountain, CO**

*Ski resort operations, including ski lifts, buildings and other improvements, commercial space and real estate held for sale or development*

### **Breckenridge Mountain, CO**

*Ski trails, ski lifts, buildings and other improvements*

### **Breckenridge Terrace, CO**

*Employee housing facilities*  
**Broomfield, CO**  
*Corporate offices*  
**Colter Bay Village, WY**  
*Lodging and dining facilities*  
**Great Divide Lodge, CO**  
*Lodging, dining and conference facilities*  
**Heavenly Mountain Resort, CA**  
*Ski resort operations, including ski lifts, buildings and other improvements and commercial space*  
**Heavenly Mountain, CA**  
*Ski trails, ski lifts, buildings and other Improvements*  
**Inn at Beaver Creek, CO**  
*Lodging, dining and conference facilities*  
**Inn at Keystone, CO**  
*Lodging, dining and conference facilities*  
**Jackson Hole Golf & Tennis Club, WY**  
*Golf course, clubhouse, tennis facilities, dining and real estate held for sale or development*  
**Jackson Lake Lodge, WY**  
*Lodging, dining and conference facilities*  
**Jenny Lake Lodge, WY**  
*Lodging and dining facilities*  
**Keystone Conference Center, CO**  
*Conference facility*  
**Keystone Lodge, CO**  
*Lodging, dining and conference facilities*  
**Keystone Mountain, CO**  
*Ski resort operations, including ski lifts, buildings and other improvements and commercial space*  
**Keystone Mountain, CO**  
*Ski trails, ski lifts, buildings and other improvements*  
**Keystone Ranch, CO**  
*Golf course, clubhouse and restaurant facilities*  
**Keystone Resort, CO**  
*Resort operations, dining, commercial space, conference facilities and real estate held for sale or development*  
**Lakewood, CO**  
*Administrative offices*  
**Northstar-at-Tahoe Resort, CA**  
*Resort operations, dining, commercial space*  
**Red Sky Ranch, CO**  
*Golf course, clubhouses and real estate held for sale or development*  
**River Course at Keystone, CO**  
*Golf course and clubhouse*  
**Seasons at Avon, CO**  
*Administrative offices*  
**Ski Tip Lodge, CO**  
*Lodging and dining facilities*  
**The Arrabelle at Vail Square, CO**  
*Lodging, spa, dining and conference facilities*  
**The Lodge at Vail, CO**  
*Lodging, dining and conference facilities, real estate held for sale or development*  
**The Tarnes at Beaver Creek, CO**  
*Employee housing facilities*  
**Tenderfoot Housing, CO**  
*Employee housing facilities*

**The Pines Lodge at Beaver Creek, CO**

*Lodging, dining and conference facilities*

**Vail Mountain, CO**

*Ski resort operations, including ski lifts, buildings and other improvements, commercial space and real estate held for sale or development*

**Vail Mountain, CO**

*Ski trails, ski lifts, buildings and other improvements*

**Village at Breckenridge, CO**

*Lodging, dining, conference facilities and commercial space*

**SSV Properties**

*Over 145 retail stores for recreational products including rental*

**CREDIT REFERENCES**

**Bank References**

FirstBank of Vail  
17 Vail Road  
Vail, CO 81657  
Attn: Paul Wible  
Ph. 970-479-3304  
Fax. 970-479-3309

U.S. Bank Corp  
950 17<sup>th</sup> Street  
Denver, CO 80202  
Attn: Nancy Finley  
Ph. 303-585-4383  
Fax. 303-585-5985

**Vendor References**

US Foodservice  
11955 E. Peakview Ave.  
Centennial, CO 80111  
Attn: Cindy Heitman - Credit  
Ph. 303-643-4747  
Fax. 303-643-4765

Grainger  
95 S Tejon St  
Denver, CO 80223-1251  
Account #: 803053099  
Ph. 847.647.2060  
Fax: 303.744.7646

Staples  
13800 East 39<sup>th</sup> Ave.  
Aurora, CO 80011  
Attn: Tom Newton  
Ph. 303.373.8201  
Fax: 303.371.9331

Robinson Dairy  
646 Bryant  
Denver, CO 80204  
Attn: Casey Vigil  
Ph. 303-575.6351  
Fax. 303-892-7122

Pepsi-Cola Company  
3801 Brighton Blvd  
Denver, CO 80216  
Attn: Hillary Hedi-Gander  
Ph. 970-846-1833  
Fax. 303-299-4523

## ACCOUNTS PAYABLE

*Payment can be processed at Vail Resorts Accounts Payable by sending all invoices to:*  
(Invoices must reference the Vail Resorts purchase order number)

Vail Resorts Management Company  
Attn: Accounts Payable  
390 Interlocken Crescent, Suite 7000  
Broomfield, CO 80021  
[APQuestions@vailresorts.com](mailto:APQuestions@vailresorts.com)

## WAREHOUSE ADDRESSES

Beaver Creek Warehouse  
40849 Hwy. 6  
Eagle-Vail, CO 81620

Breckenridge Warehouse  
0351 Summit County Rd. #708  
Breckenridge, CO 80424

Keystone Warehouse  
1254 Soda Ridge Rd.  
Keystone, CO 80435

Vail Warehouse  
862 South Frontage Road  
Vail, CO 81657

**Attention Supplier:**

**Vail's supplier selection process is focused on finding the best mix of products and services. In order to meet and exceed customer expectations, we look for the highest value in every decision we make – balancing costs, timeliness, quality, technical suitability, legal requirements and other business considerations. In doing so, our policy honors all applicable laws, rules and regulations in procuring products and services.**

**The Vail Procurement department works with other divisions within the company to coordinate the purchasing of products and services, including contract sourcing (where appropriate). Procurement management is a cooperative effort as well, involving the selection of suppliers and contract negotiation.**

**Thank you for doing business with Vail. The standard terms and conditions for purchases are contained at the bottom of this document package. These Procurement Standard Terms and Conditions apply to all purchases. Shipment of goods is an acceptance of the order and the Vail terms and conditions of purchase. Questions regarding Vail Procurement of goods and services can be directed to: [VailProcurement@vailresorts.com](mailto:VailProcurement@vailresorts.com)**

**Payment can be processed at Vail Resorts Accounts Payable by sending all invoices to:**

**Vail Resorts Management Company  
Attn: Accounts Payable  
390 Interlocken Crescent, Suite 7000  
Broomfield, CO 80021**

**Invoices must reference the Vail Resorts purchase order number, and must match the details of the original purchase order. Variances from the standard terms and conditions will result in significant delays in payment. Vail Resorts incorporates a standard payment term of 30 days, except where discounts are available. Questions regarding invoicing, payments via ACH transfers and accounts payable can be directed to: [APQuestions@vailresorts.com](mailto:APQuestions@vailresorts.com)**

**Thank you for your cooperation.**

## **Notification of Equal Employment Opportunity / Affirmative Action Obligations**

Attention Supplier:

As part of Vail Resort's compliance with federal Equal Opportunity and Affirmative Action regulations, we hereby notify [SUPPLIER] that, as an entity supplying goods and/or services to Vail Resorts, your organization may be subject to the following laws and accompanying regulations:

- Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60)
- The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-250)
- Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741)

The equal employment opportunity clauses within each above regulation, as applicable, are included by reference in all contracts between Vail Resorts and [SUPPLIER].

Thank you for your cooperation.

**TERMS AND CONDITIONS**

These Terms and Conditions govern the services provided by the Supplier and/or the goods purchased by Vail as set forth in the Purchase Order issued by Vail to Supplier. Supplier's acceptance of a Purchase Order from Vail, and the sale contemplated thereby, will be governed by the terms and conditions of the master agreement between Vail and Supplier. If no master agreement exists, the Purchase Order will be governed solely by these Terms and Conditions.

**DEFINITIONS; APPLICATION:**

"Purchase Order" means a document issued for the purchase of products or services including a purchase order, statement of work, proposal and any related exhibits, appendices or attachments.

"Vail" means The Vail Corporation, and/or any of its subsidiaries or affiliates issuing the Purchase Order.

"Supplier" means the entity to which Vail issues a Purchase Order.

"Deliverables" means the products and/or services purchased pursuant to a Purchase Order.

"Terms and Conditions" means these terms and conditions, which govern the relationship between Vail and Supplier.

**1. PURCHASE ORDER PRICE; ACCEPTANCE; MODIFICATION:**

All prices quoted to Vail prior to the issuance of a Purchase Order will remain firm for sixty (60) days after Vail receives the quotation. Vail will pay Supplier the prices, fees and/or expenses set forth on the Purchase Order. The prices, fees and/or expenses must include (a) all applicable sales, use and other taxes and (b) all charges for Supplier's packing and crating, and for transportation to the FOB destination stated in the Purchase Order.

**Modification.** Vail may delay the scheduled date for delivery, performance, customization or assembly of any order without penalty. All other modifications to the Purchase Order must be agreed to in writing by both Vail and Supplier.

**Invoices and Payment.** Vail will pay Supplier's invoice in U.S. dollars within 30 days of the date of the invoice. Payment will be made by electronic funds transfer ("EFT") to the bank account provided to Vail by Supplier. Each invoice will contain an itemized description of the Deliverables and all applicable charges. Vail will be liable only for undisputed and correct charges on the invoice for Deliverables to which the charges relate. Vail will not be responsible for paying any late fees or interest penalties.

**Dispute.** Vail will use its reasonable efforts to notify Supplier in writing regarding any dispute with respect to an invoice within 30 days of receipt of the invoice. Vail and Supplier will use commercially reasonable efforts to resolve any payment dispute within 90 days of notice of the dispute.

**Offset.** Vail may deduct or offset any amount due to Supplier against any claim Vail has against Supplier, including claims not relating to the Purchase Order.

**Overpayment and Credits.** Supplier will return overpayments to Vail within 15 days after receipt. Credits not taken by Vail within 90 days will be remitted by check or EFT to the remittance address on the Vail Purchase Order.

**Acceptance of Purchase Order.** Shipment of goods and/or the performance of services by Supplier will be deemed an acceptance of Vail's Purchase Order.

**Acceptance of Deliverables.** Vail will inspect the Deliverables upon receipt. If Vail finds the Deliverables to be unacceptable in any manner, it will notify Supplier and Supplier will, at its expense, repair, re-perform, or replace the Deliverables, as applicable, within 15 days after receipt of Vail's notice. The foregoing procedure will be repeated until Vail accepts or finally rejects the Deliverables in its sole discretion. If Vail accepts any Deliverables that contain a defect or non-conformity not apparent on examination, Vail reserves the right to revoke acceptance. If Vail finally rejects or revokes acceptance, Supplier will refund all amounts paid by Vail for the Deliverables.

**2. CONFIDENTIALITY:**

Any information supplied in connection with the Purchase Order and designated by the disclosing party as confidential, the recipient of the information will (i) protect the confidential information with the same degree of care it uses to protect its own confidential information, but no less than a reasonable degree of care; and (ii) use and/or reproduce the confidential information solely in connection with its obligations pursuant to the Purchase Order and these Terms and Conditions. These confidentiality provisions do not apply to information which the recipient can document (a) is or becomes publicly known or available through no breach of any duty of confidentiality by recipient; (b) was previously known to the recipient at the time of disclosure, without a duty of confidentiality; (c) is or was obtained by the recipient from a third party without a duty of confidentiality to the discloser; (d) was or is independently developed by the recipient without use of, or reference to, the confidential information; or (e) is disclosed pursuant to court order or other legal requirement; provided, that the recipient provides written notice to the discloser promptly upon learning of the order or requirement, so the discloser may oppose the order or requirement. The recipient must promptly return all confidential information upon the discloser's request.

**3. OWNERSHIP AND USE OF DELIVERABLES:**

Vail may, at its discretion, use, copy, distribute and modify any Deliverables delivered pursuant to the Purchase Order. Vail retains all right, title and interest in and to the Deliverables, including patent, copyright, trademark and other intellectual property rights and all ideas, know-how, concepts and trade secrets embodied in the Deliverables.

**4. INDEMNIFICATION:**

Supplier will indemnify Vail, its employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest (each, an "Indemnified Party") from all injuries, losses and liabilities in any way arising from Supplier's acts or omissions. Supplier releases and will indemnify each Indemnified Party from liability for any injuries and losses of Supplier or its employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest in any way arising from the goods or services provided pursuant to the Purchase Order unless arising from an Indemnified Party's gross negligence or willful misconduct. Indemnified Party may retain counsel and participate in any proceeding at its expense, unless a conflict of interest exists between the parties in which case at Supplier's expense. Supplier may not resolve the claim without Indemnified Party's consent. This Section survives any termination or expiration of the Purchase Order.

**5. LIMITATION OF LIABILITY:**

Except for Supplier's indemnification obligations and each party's breach of its confidentiality obligations, neither party will be liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising in connection with the Purchase Order, even if a party has been advised of the possibility of damages. Notwithstanding the foregoing, there will be no limitation on Supplier's liability to Vail for claims that ordinarily would be covered by Supplier's insurance required by Vail pursuant to these Terms and Conditions.

**6. INSURANCE:**

(a) Supplier must carry and maintain, at its sole cost, the following insurance policies with insurance companies with an AM Best Rating of no less than A- VII and on forms satisfactory to Vail: (i) Commercial General Liability insurance in an occurrence form in an amount of no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate covering liability arising out of premises operations, personal and advertising injury, products-completed operations, contractual liability and independent contractors; (ii) If Supplier's scope of work requires use of an auto, Supplier must carry Commercial Auto Liability insurance with a limit of insurance no less than \$2,000,000 combined single limit each accident for bodily injury and property damage covering "any auto" whether owned, non-owned, scheduled, leased, hired or other; (iii) Workers' Compensation insurance as required by applicable law and Employers Liability insurance with a limit of no less than \$500,000 each accident for bodily injury, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit for disease.

(b) Supplier's insurance required by subsections (i) and (ii) must be primary and non-contributory to any insurance held by Vail and its affiliates. Except for Workers' Compensation, Vail must be named as an additional insured under the policies. The policies must include a (i) waiver of subrogation; and (ii) provision requiring a minimum of 30 days' notice to Vail of any change or cancellation. Supplier must provide Vail with certificates of insurance evidencing the policies listed above upon receipt of a Purchase Order.

**7. DELIVERIES AND SHIPPING:**

Goods delivered pursuant to these Terms and Conditions will be delivered FOB Vail's location as stated in the Purchase Order. Title and risk of loss will pass to Vail upon receipt of the goods at Vail's location as stated on the Purchase Order.

**8. WARRANTIES:**

Supplier warrants that any services performed in accordance with the Purchase Order will be in accordance with the highest standards of Supplier's industry and that all goods will conform to the specifications of Vail or the manufacturer, as applicable. If goods and/or services fail to meet this warranty, Supplier will (i) re-perform the services; and/or (ii) repair or replace nonconforming goods at no cost to Vail.

Supplier warrants that all custom products will conform to Vail's specifications. No other warranty, whether express or implied, is provided by Supplier. Supplier's liability under this warranty will extend for one year from the date of shipment of the goods or the performance of the services, as applicable.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDE ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. DELAY; TERMINATION; CANCELLATION:**

If Vail desires to cancel a Purchase Order or delay production or delivery of the goods or services, it will give notice to Supplier prior to shipment. If Vail cancels a Purchase Order, Vail agrees to pay Supplier for all (i) approved services rendered by Supplier; and (ii) all finished goods shipped to Vail prior to the effective date of cancellation. Vail will have no other liability arising out of cancellation of the Purchase Order.

**Bankruptcy and Insolvency.** The Purchase Order will terminate, without notice, (i) on the institution by or against the Supplier of insolvency, receivership or bankruptcy proceedings, (ii) on Supplier's making an assignment for the benefit of creditors, or (iii) on Supplier's insolvency or ceasing to do business and Vail will have no liability to Supplier in connection with the terminated Purchase Order.

**Breach.** Vail may terminate the Purchase Order, in whole or in part, by written notice to Supplier if Supplier breaches its obligations under these Terms and Conditions or the Purchase Order and fails to cure the breach to Vail's satisfaction within 30 days of Vail's written notice specifying the breach.

**Transition.** If the Purchase Order is terminated, in whole or in part, Supplier will promptly (i) document in detail the status of any orders in progress, (ii) provide all assistance reasonably requested by Vail in connection with the transition of services to Vail or its agents, and (iii) refund or credit, at Vail's option, any amounts pre-paid to Supplier in connection with the Purchase Order.

**Pre-Termination Obligations.** Expiration or termination of the Purchase Order will not relieve either party from its obligations arising prior to the expiration or termination.

**10. GENERAL:** Time is of the essence with respect to the parties' obligations under the Purchase Order and these Terms and Conditions. These Terms and Conditions may not be modified except by a writing executed by both Vail and Supplier. No waiver of any provision of these Terms and Conditions will be effective unless in writing and signed by the party waiving the provision. These Terms and Conditions may not be assigned by Supplier without the written consent of Vail. These Terms and Conditions are binding on the successors and permitted assigns of either party. These Terms and Conditions and the Purchase Order are governed by the laws of the State of Colorado, without regard to its conflict of laws provisions. The parties waive their rights to trial by jury in any legal action under this Agreement.