



SNOWMASS  
 300 Carriage Way PO Box 5008  
 Snowmass Village, CO, 81615, US  
 T: (970) 923-2420  
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### SPACE AVAILABLE AGREEMENT

Date Prepared:	April 26, 2023		
Group Contact:	Bryan Gieszl		
Title:	Board Member		
Email:	<a href="mailto:bgieszl@hotmail.com">bgieszl@hotmail.com</a>		
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Event Name:	Aspen Swim Club		
Official Event Dates:	June 9-11, 2023		
Hotel Sales Manager:	Jodi Church		
Title:	Director of Sales		
Telephone:	970-923-7088	Email:	<a href="mailto:Jodi.church@destinationhotels.com">Jodi.church@destinationhotels.com</a>

Aspen Swim Club ("Group") and DESTINATION RESIDENCES SNOWMASS ("Hotel") agree as follows:

**GROUP'S FIRST OPTION DUE DATE: 10 May 2023**

**Destination Residences Snowmass** will offer **15% OFF STANDARD RATES** at the time of booking for units at all of the Destination Residence Snowmass Properties:

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

These rates will be made available 3 days pre to the above dates for your guests' convenience based on availability.

Minimum length of stay restrictions, at the time of booking will apply.

Should we be offering a special promotion that is greater than the above discounted rates at the time the guest books we would be happy to honor the lower rate for the guest.

Destination Residences Snowmass does not guarantee specific room type availability unless the guest pays a 10% guarantee rate. Requests will be accommodated to the best of the property's ability. Check-in time is after 4:00PM on the day of arrival.

The above room rates are based on 2 people per bedroom or 2 people per hotel room. There is a \$25.00 per person, per night fee for additional people 12 years of age and over. Children under the age of 12 stay free.

**RESORT FEE AND TAX**

Destination Residences Snowmass properties offered charge a 6% Resort Fee, non commissionable and taxable at 12.8%. Total Taxes and Fees will be equal to 19.57%. All rates not include 12.8% taxes.. In the event the State of Colorado increases taxes, the Destination Residences Snowmass reserves the right to adjust the taxes accordingly.

*BG*  
 E-Signed

Bkng#: 30737676

**DESTINATION RESIDENCES CONDOMINIUM DISCLOSURE**

Destination Residences Snowmass is a rental agent for condominiums and hotel rooms that are individually owned. The nature of this relationship is that the rented accommodations cannot be completely controlled. Availability problems are rarely encountered, however should a situation arise whereby the accommodations specified herein become unavailable, Destination Residences reserves the right to change units up to and including the day of arrival. Specific units are not guaranteed.

**INDIVIDUAL RESERVATION METHOD**

Guests will be calling in to make their reservations. Regular deposit / cancellation policy will apply. For reservations please have your guests call 1-844-330-1859 and ask for the Aspen Swim Club Group Rate to ensure your confidential rate.

Please have guests call between the following hours to make their reservations:

Monday – Friday  
8:00am – 6:00pm - Mountain Time

Saturday and Sunday  
9:00am – 5:00pm – Mountain Time

**STONEBRIDGE INN DEPOSIT & CANCELLATION POLICY**

(1) night non-refundable lodging deposit due upon booking. Final payment is due 72 hours prior to arrival. Individuals to pay all incidental charges and will need to present credit card at check in to access ancillary services. Individual guest accounts are payable at check-out by cash or credit card.

If reservations are cancelled 72 hours or more prior to arrival date a initial deposit will be charged. If reservations are cancelled 72 hours or closer to arrival, the charges are nonrefundable.

**CONDOS DEPOSIT & CANCELLATION POLICY**

(1) night non-refundable lodging deposit due upon booking. Final payment is due 14 days prior to arrival. Individuals to pay all incidental charges and will need to present credit card at check in to access ancillary services. Individual guest accounts are payable at check-out by cash or credit card.

If reservations are cancelled 15 days or more prior to arrival date a initial deposit will be charged. If reservations are cancelled 14 days or closer to arrival, the charges are nonrefundable.

Please Note: Individuals are responsible for all nights reserved. No refund or credit will be given for unused days resulting from late arrivals or early departures

**CUTOFF**

Rooms rates will be honored up to 30 days prior to arrival based on availability. The rooms are not being held contractually and the Resort reserves the right to adjust rates based on demand. Should the property reach 60% occupancy prior to that date the discounted room rate will be evaluated at that time.

**RIGHTS OF TERMINATION FOR CAUSE**

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

- (i) if a party’s performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, a travel restriction issued by a governmental agency, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the party’s control that in each case make it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or
- (ii) if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel’s notice of change of brand.

If either party's performance under this Agreement becomes illegal or impossible for any of the reasons set out in section (i) above, Group and Hotel shall confer in good faith to discuss modifications to the Event and the Agreement in order to avoid terminating the Agreement, as long Hotel's performance is not itself illegal or impossible. Such discussion should occur within five (5) business days after a party's performance becomes illegal or impossible.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Individuals and Group within thirty (30) days of receipt of the notice of termination.

**HUMAN RIGHTS/COMBATING HUMAN TRAFFICKING**

Hyatt has taken an aggressive stance on identifying and working to prevent human trafficking, including sex and labor trafficking of adults and children, within our sphere of influence. Hyatt's statement relating to Human Rights and Combating Human Trafficking is available at <https://about.hyatt.com/en/hyatt-thrive/human-rights.html>.

**HYATT'S GLOBAL CARE & CLEANLINESS COMMITMENT**

Hyatt's priority is guest and colleague safety and wellbeing. Guided by our purpose of care, Hyatt has established a multi-layered Global Care & Cleanliness Commitment that builds on our existing rigorous protocols and includes an accreditation process, colleague training and support resources and a cross-functional working group of medical experts and industry professionals. Hyatt's Global Care & Cleanliness Commitment is available at: <https://www.hyatt.com/info/global-care-and-cleanliness-commitment>.

**WAIVER**

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

**ENFORCEABILITY**

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

**COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Guest Room Block and/or meeting space as set forth herein.

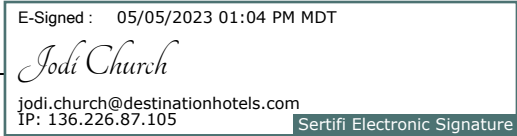
**ENTIRE AGREEMENT**

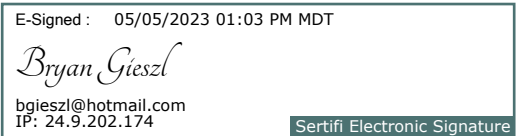
This Agreement contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel's Authorized Representative

By Group's Authorized Representative

By:   
Name: Jodi Church DocID: 20230426093932778

By:   
Name: Bryan Gieszl DocID: 20230426093932778

Title: Director of Sales

Title: Board Member, Aspen Swim Club

Date: 05/05/2023

Date: 05/05/2023