

# ASPEN SKIING COMPANY CREDIT CARD CHARGE AND BILLING AGREEMENT (For Companies or Groups)

**Agreement:** The undersigned Applicant (hereinafter referred to as "Applicant") hereby grants Aspen Skiing Company, LLC (hereinafter referred to as "ASC") permission to charge the Applicant's credit card (the information for which has been/is being given as part of this Credit Card Charge and Billing Agreement) for purchases at ASC owned and operated facilities. The Applicant hereby acknowledges and accepts full responsibility for, and guarantees payment of all amounts charged to the credit card account provided by Applicant to ASC for use whether or not such use is authorized by Applicant.

**Termination:** The Applicant shall be entitled to terminate this Agreement by delivering written notice of such termination to ASC, either personally, or by certified mail addressed to Aspen Skiing Company, ATTN: Resort Charge Administrator, P.O. BOX 1248, ASPEN, CO 81612. Such termination shall take effect upon actual receipt by ASC of the termination notice; provided, however, that such termination shall not, in any manner whatsoever, release the Applicant from liability and responsibility for any amounts charged to the Applicant's credit card prior to the effective date of such termination.

**Current Credit Card:** Credit card information shall be provided by Applicant and shall only be used for purchases of goods, products, and services at ASC owned and operated facilities. Said information must be current and accurate in order to make any such purchases. ASC shall deny all purchases associated with the Card registered to Applicant if the credit card expires or is cancelled. The Applicant shall be responsible for any charges billed to an expired or cancelled credit card. If Applicant's credit card company declines any charge submitted by ASC in connection with the use of the registered credit card, the privileges granted under the Agreement will be inactivated until the outstanding amount has been collected and in such instance ASC reserves the right, in its sole discretion, to terminate this Agreement and the privileges of any other Credit Card Charge participants registered by Applicant, pursuant to this Agreement or any other agreement with ASC.

**Change in Credit Card Status:** The Applicant also acknowledges that it is Applicant's responsibility to immediately notify ASC at the above address of any changes to Applicant's credit card information he/she has provided to ASC, including any changes to the credit card number or expiration date, that the card has been lost or stolen, change of billing address, that the limits on the card have been exceeded or charging privileges have been otherwise revoked or cancelled. Any change in the credit card details may also require the Applicant to complete a "Change of Credit Card Details" authorization form.

**Guarantee:** The undersigned agrees, acknowledges and accepts full responsibility for, and guarantees payment of all amounts charged in connection with, or arising out of, the use of the credit card registered to Applicant, whether or not such use is authorized by Applicant or the registered holder of such privileges.

**Default/Non Payment:** The Applicant agrees that ASC may pursue all avenues of collection, to recover any and all charges and other unpaid amounts due and owing by Applicant to ASC. In connection with any litigation/collection arising out of this Agreement, ASC shall be entitled to recover all costs incurred, including attorney's fees, which shall include any appellate and post judgment proceedings. Exclusive venue for any action arising from this Agreement shall be in Pitkin County, Colorado or in the Federal District Court of Colorado. Colorado statutes and Colorado State decisional law shall govern any interpretation of this Agreement without reference to any choice of law rules.

**Credit Card Authorization:** I hereby authorize ASC to charge my credit/charge card for purchases made by applicant for goods, products or services at any ASC facilities located at Snowmass, Aspen Mountain, Aspen Highlands and Buttermilk.

**Truth in Lending:** ASC and Applicant agree that the transaction between ASC and Applicant is not governed by the Truth in Lending Act (TILA) 15 USC §1601 et. seq., and all disclosures that may be required by TILA have been provided in writing to Applicant by his/her credit card company.

\_\_\_\_\_  
Company Name - Tour Operator/Travel Agency/Other (if applicable)

\_\_\_\_\_  
Group Name (if applicable)

\_\_\_\_\_  
Cardholder Name (Please Print)

\_\_\_\_\_  
Cardholder Signature

\_\_\_\_\_  
Date

## CREDIT CARD INFORMATION

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Last 4 Digits Only of Credit Card\*: \_\_\_\_\_ Credit Card Type (circle):    Visa    Mastercard    American Express    Discover    Diners

\*After submitting "Aspen Skiing Company Credit Card Charge and Billing Agreement" by email (grouptix@aspensnowmass.com) or by fax (970-923-0552) please contact our Group and Tour Services office by phone (970-923-0554) to provide us with complete credit card information.