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BOOKING AGREEMENT

This Agreement is made and entered into this day of ___/___/___ by and between The Mountain Club on Loon Unit Owners' Association, a New Hampshire voluntary corporation ("Agent") and

_____ of _____
Name Address
(collectively "Owner").

WHEREAS, Agent is the association of unit owners at The Mountain Club on Loon, A Condominium, Lincoln, Grafton County, New Hampshire (the "Complex"); and

WHEREAS, the Complex consists of individually owned condominium units (the "Unit(s)") and is operated for the use and benefit of the unit owners and for guests in the manner of a hotel; and

WHEREAS, Agent exclusively provides services under and manages an on-going booking program (for hotel guest arrangements) pursuant to the Rules and Regulations described below whereby it has made the Units at the Complex available for use to the public on behalf of owners having one or more Quartership® Interest(s) in the Units who are participating in this program by virtue of having entered into a booking agreement with Agent (the "Program"); and

WHEREAS, Owner is the owner of the Quartership® Interest(s) described and defined below as the Property and desires to make usage of it/them available to the public pursuant to the Program and to appoint Agent as the exclusive agent to book the Property for guests under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Owner and Agent agree as follows:

- 1. Description of Property. Owner's Quartership® Interest in the following units and week designations at The Mountain Club on Loon, A Condominium:

Unit No(s).	Week Designation(s) (A,B,C or D)
_____	_____
_____	_____
_____	_____
_____	_____

The aforementioned unit(s) with week designation(s) are hereinafter collectively the "Property".

- 2. Appointment of Agent. Owner, on behalf of himself and any other owners of the Property, and with full authority to so act, hereby appoints Agent as his exclusive agent for bookings (in the manner of a hotel) of the Property for the calendar year 2021 (and

any subsequent year, as applicable) pursuant to this Agreement and the Rules and Regulations.

3. Agent's Representations. Agent hereby represents as follows:

- a. Agent will seek to book the Property at the rates established pursuant to the Rules and Regulations (referenced below) (hereinafter the "Room Rates"), but Agent will have no obligation to secure guests beyond its agreement to maintain the Property in the Program, as being available to prospective guests, as described in the Rules and Regulations.
- b. Agent does not guarantee bookings of the Property.
- c. Agent does not guarantee a guest's arrival to occupy the Property.
- d. Agent will receive no financial compensation in connection with its duties hereunder.

4. Funds.

- a. All income derived from the Unit shall be the property of Owner; provided, that Owner agrees that from such income Owner's allocable share of various fees, operating expenses, a management or other fee to the Company (defined below) (which will act as Agent's subcontractor), payments for capital reserves, holdback(s) for contingencies and account reconciliation, and other costs, charges and payments, of whatever kind and nature as are necessary for the operation of the Program, and the maintenance and operation of the Complex to the extent the same is allocable to the Program (collectively the "Expenses"), shall be paid from the income. Owner hereby authorizes Agent to collect the income from the Property and to deduct there from the Expenses.
- b. The Expenses shall be as reasonably determined by the Association from time to time.
- c. Agent anticipates distributing monthly to Owner an estimated amount of the net income derived from the Property as projected by Agent from time to time. Notwithstanding such distribution, the aforementioned estimate is no guaranty of net income by Agent to Owner, Owner bearing all of the risk of loss and gain with respect to the profitability of income derived from the Property.
- d. Periodically, Agent will determine from time to time whether the actual net income derived from the Property is more or less than that estimated or projected. Agent anticipates retaining as a contingency a certain percentage of such estimated net income.
- e. Within a reasonable time after the close of each calendar year, Agent shall provide Owner with a full and complete reconciliation of actual gross income, expenses and net income for the Property and Owner's account will be adjusted (if necessary) pursuant to such reconciliation.

5. Rules and Regulations. The Restated Rules and Regulations for The Mountain Club on Loon Booking Program (the "Rules and Regulations"), dated September 15, 2001 as amended from time to time, are hereby incorporated herein by reference as if fully set forth. Said Rules and Regulations address certain specific matters relating to this Agreement and the Program such as booking rates, specific services to be performed by Agent, etc. By execution of this Agreement, Owner agrees to abide by and have automatically incorporated by reference such amended Rules and Regulations, as promulgated solely by the Association. In the case of conflict between this Agreement and the Rules and Regulations, as amended, this Agreement shall control.

6. Notices. Any notices required to be sent under this Agreement should be sent in writing and delivered in person or mailed first-class postage, to the parties at the respective addresses set forth below or such other addresses as may be established by notice duly given as provided herein as follows:

If to Owner: _____

If to Agent: General Manager
The Mountain Club on Loon Resort & Spa
90 Loon Mountain Road
Lincoln, New Hampshire, 03251

7. Term; Renewal; Cancellation of Agreement. Unless otherwise terminated due to default by one of the parties, or by mutual agreement of the parties hereto, this Agreement shall automatically be renewed on a calendar year basis, under the same terms and conditions as set forth herein and the Rules and Regulations which are incorporated herein, unless different terms and conditions are otherwise mutually agreed to in writing by the parties hereto. Notwithstanding the foregoing, this Agreement shall not be renewed if either party cancels this Agreement (effective the end of the then calendar year) upon written notification of said cancellation to the other party no later than December 1 of said calendar year; provided that if booking(s) have been placed or reserved for a date or dates beyond the applicable date of cancellation or termination then this Agreement shall remain in effect with respect to such booking(s).

8. Entire Agreement; Assignment. It is understood that this Agreement (and the Rules and Regulations) represent the entire agreement of the parties and supersedes any prior written and/or oral agreement(s). This Agreement may be modified only by a written agreement executed by all of the parties hereto. Owner shall not assign its rights hereunder without the express, prior written consent of Agent. Agent may assign its rights and delegate its duties hereunder.

9. Governing Law; Venue. This Agreement shall be governed by New Hampshire law. Venue in any cause of action arising out of this Agreement shall be in Grafton County, New Hampshire.

10. Sub-Agent. Agent has retained Mon-Club Management, Inc. as an independent contractor of Agent, to undertake operational duties with respect to the Complex and act

as an operating agent for the Program. Mon-Club Management, Inc., or such other entity as Agent may retain from time to time to undertake such duties and act as such operating agent and is referred to herein as the "Company". The Company has hired or may hire employees who handle the bookings and all other operational aspects of the Program. These activities include the handling of income from the Property, the allocation of expenses for operation of the Property and the disbursement of net income to the Owner. The Rules and Regulations shall provide additional operating detail for such arrangement.

THE MOUNTAIN CLUB ON LOON
UNIT OWNERS' ASSOCIATION
By: Mon-Club Management, Inc.

Signature of Owner

By: _____
Jeff McIver, General Manager

Printed Name of Owner

Signature of Owner

Printed Name of Owner