



2011-2012 Wholesale Agreement-

A. LODGING RATE STRUCTURE

1. Individual Reservations

Wholesale NET RATES are valid from June 30, 2011 through April 22, 2012.

2. Group

For groups of 10+ rooms OR 20+ people, **please call our Group Sales Office** at 800-459-4756 x. 107 or 970-476-4756 x. 107.

3. All Rates are in U.S. Currency

B. RESERVATIONS

1. Communication with Reservations

Wholesale operator must initially identify self as a wholesale operator in order to receive the wholesale net rates. If this procedure is not followed, the Tivoli Lodge cannot guarantee that the reservation will be booked at the correct net rate. All wholesale operator inquiries can be phoned in to 800-451-4756 or faxed to 970-476-6601.

2. Payment Policy

All checks will be payable to the Tivoli Lodge. Wholesale operator will remit the net rates per this agreement plus the 9.8 % occupancy tax (subject to change). The Tivoli Lodge reservation number(s) must be clearly indicated on the check.

3. Arrivals List

The Tivoli Lodge requests that the wholesale tour operator send a monthly booking recap of previously made reservations. The Tivoli Lodge shall receive this recap by the 5th day of each month for any arrivals scheduled within the upcoming 90 days.

4. Guest Notification

Wholesale Operator agrees to notify its clients of check-in times, check out times, deposit and cancellation policies.

C. DEPOSIT INFORMATION

1. Deposit

Room deposits are required to guarantee lodging reservations.

a. Regular Reservations (excluding Christmas and New Year's reservations)

A deposit amount equivalent to (1) night net lodging plus tax per room is due at the time of booking. Balance of total lodging plus tax is due 30 days prior to arrival. If any payment(s) is not received by 5:00 PM on the due date(s) the reservation will automatically be cancelled and prior deposits will be subject to forfeiture.

b. Christmas and New Year's Holiday Reservations (12/23-31, 2011)

A deposit amount equivalent to 25 % of the total net reservation value plus tax per room is due upon booking. Balance of total lodging and tax is due by December 1, 2011 for all bookings. If any payment(s) is not received by 5:00 PM on the due date(s) the reservation will automatically be cancelled and prior deposits will be subject to forfeiture.

c. Close-In Reservations

For reservations made within 30 days of arrival, full payment of lodging plus tax is due within 72 hours from date of booking or by 12:00 PM on day of arrival, whichever comes first. Please fax copy of payment to the above reservations fax number, with reference to appropriate reservation immediately. If faxed copy of payment or actual

payment is not received within 72 hours from date of booking or by 12:00 PM on day of arrival, reservation will automatically be cancelled.

2. Taxes and Surcharge

All rates are exclusive of applicable taxes, which are currently 9.8 % occupancy tax (subject to change). Tax is to be paid on the net rate and the tax rate is subject to change. These charges are to be collected by the wholesaler and pre-paid per the deposit policies set forth above. The Tivoli Lodge agrees to notify wholesale operator in writing in the event of any changes in tax rates. Wholesale operator is responsible for any money due the lodging property as a result of a tax increase.

D. CANCELLATIONS

All responsibility for cancellations will fall upon the wholesale operator. The Tivoli Lodge reservations department will not be held responsible for cancellation of non-guaranteed reservations as a result of failure by wholesale operator to meet the deposit policies set forth above. All cancellations will be given a cancellation code. Should a cancellation discrepancy occur, the wholesale operator is to be billed for the entire lodging amount, unless there is proof of the cancellation code.

1. Christmas and New Year's Holiday Reservations (12/23-31/11)

Holiday reservations canceled prior to December 1, 2011 are fully refundable. Holiday reservations cancelled December 1, 2011 or later are wholly non-refundable and are subject to the full forfeiture of the amount of the entire reservation plus tax. Wholesale operator guarantees all payments for such reservations.

2. Regular Reservations (Non Christmas/New Year's)

Reservations cancelled more than 14 days prior to arrival will receive a full refund of any deposits made. Reservations cancelled 14 days or less prior to scheduled arrival are non-refundable and are subject to the full forfeiture of the amount of the entire reservation plus tax. Wholesale operator guarantees all payments for such reservations.

3. Close-in Reservations

Reservations made within 14 days of scheduled arrival have until the end of the same business day of booking to cancel without penalty. Cancellations made after the booking date are non-refundable and are subject to the full forfeiture of the amount of the entire reservation plus tax. Wholesale operator guarantees all payments for such reservations.

4. No Shows and Early-Outs

Reservations whose length of stay are changed by the guest to be less than the length of the original reservation, whether by no-show, late arrival or early departure are subject to full forfeiture of the amount of the entire original reservation value plus tax and.

E. BLACK-OUT PERIODS

Tivoli Lodge reserves the right to increase or decrease the room block allocations and to close out dates anytime during the season. Tivoli Lodge agrees to honor all wholesale operator reservations confirmed prior to the imposition of any blackout dates. Wholesale operator must notify the Tivoli Lodge with the name and dates of reservations, within 2 business days (48 hours) of the time of notification of closeout.

F. PROMOTION

Wholesale operator agrees to promote market and sell Tivoli Lodge and agrees to represent Tivoli Lodge in the wholesale operator's printed materials and web sites with Tivoli Lodge approval of copy prior to publication. These materials are distributed to the wholesaler's clients, either directly or through travel agents. Representatives of wholesale operator are encouraged to make a property inspection in order to properly represent Tivoli Lodge to clients.

G. TIVOLI POLICIES

1. Check in time begins at 4:00 p.m. and check out time is 12 noon.
2. Rollaway beds are available and are complimentary (available on a first-come first-served basis)
3. Cribs are complimentary and are available on a first-come first-served basis, upon request.
4. Valet parking (fee applies).
5. Complimentary Wireless Internet
6. Complimentary Business Center.
7. Complimentary Fitness Center.
8. Complimentary Ski Valet (seasonal).
9. Complimentary Breakfast Buffet for your clients.

H. MINIMUM STAY REQUIREMENTS AND SEASON DATES

Value, winter and Summer Seasons=3 night minimum stay; Holiday Season=5 night minimum stay.

I. RATES

regular type=RACK RATE; **bold type=NET RATE**

ROOM TYPE	<u>SUMMER</u> 6/30-10/9 3 night minimum		<u>WINTER</u> VALUE SEASON 11/23-12/22 4/8-4/22 3 night minimum		<u>WINTER</u> HOLIDAY SEASON 12/23-12/31 5 night minimum		<u>WINTER</u> JANUARY SEASON 1/1-2/10 3 night minimum		<u>WINTER</u> REGULAR SEASON 2/11-4/7 5 night minimum	
	Rack	Net	Rack	Net	Rack	Net	Rack	Net	Rack	Net
Mountain View Room	\$219	\$175.2	\$365	\$292	\$725	\$580	\$505	\$404	\$575	\$460
Village View Room	\$199	\$159.2	\$265	\$212	\$525	\$420	\$365	\$292	\$415	\$332
Standard Room	\$179	\$143.2	\$205	\$164	\$415	\$332	\$315	\$252	\$345	\$275

*Based on the competitive market, we reserve the right to lower the rates within 30 days due to market demands.

Contact Information:

Contracts Manager:

Company:

Address: _____ Phone: _____

_____ Fax: _____

Email : _____

Réservation Contact: _____ Email: _____

Accounting Contact: _____ Email: _____

After Hours Contact: _____ **Phone (required)** _____

Both parties agree to all of the terms of this agreement for lodging booked for dates between June 30, 2011 and April 22, 2012.

AGREED TO AND ACCEPTED BY:

_____ AND _____

Jim Promo	Date	Signature	Date
General Manager			
Tivoli Lodge			

Name (Print)
