

This Agreement, made and entered into this the 9th day of October, 2018 by and between the Snowshoe Resort Community District, a public corporation created pursuant to West Virginia Code, §7-25-1 et seq., party of the first part, and Snowshoe Mountain, Inc., a West Virginia Corporation, party of the second part.

Whereas, the party of the first part was duly and legally created by order of the Pocahontas County Commission as a Resort Area District pursuant to West Virginia Code, §7-25-1 et seq. and is authorized pursuant to West Virginia Code, §7-25-8(d) to enter into contracts and agreements with any person to effect the purposes of the District; and

Whereas, pursuant to West Virginia Code §7-25-12 the properly elected and serving resort area board of the party of the first part voted unanimously to levy a resort service fee upon certain goods and services within the Snowshoe Resort Community District; and

Whereas, the resort service fee so levied shall become effective as of the 1st day of August, 2018; and

Whereas, certain issues have arisen with regard to the implementation and collection of all resort service fees from and after the 1st day of August, 2018;

Now, Therefore this Agreement, that for and in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto do mutually agree as follows:

- 1) The party of the second part, from time to time sponsors and or hosts events that attract and involve certain vendors and/or providers of goods and/or services that are subject to the levy for the resort service fee;
- 2) Such vendors and/or providers of goods and/or services are herein identified and referred to as “transient vendors” and are herein identified as “any person, firm, corporation or association who does not maintain a permanent or semi-permanent business location within the District and is engaged in the sale of goods and/or the provision of services within the District for a period of less than thirty (30) calendar

days in any given year regardless of the number of times such entity may be within the District;

- 3) Given the lack of control and oversight necessary to properly and effectively insure the assessment and collection of the resort service fee by the party of the first part and likewise given the control of the party of the second part over such transient vendors, the parties have agreed and do hereby agree that the party of the second part shall adopt, incorporate and insure compliance and collection with the schedule of "flat fee" resort service fee payments upon and from any and all "transient vendors," attached hereto and marked and identified as "Exhibit A";

Further, for any and all other vendors and/or providers of goods and/or services defined as "transient vendors: who are engaged in such business with the permission and/or knowledge of the party of the second part who do not meet any of the classifications set forth on Exhibit A but are utilizing an alternate means of doing business, such as truck sales, outdoor sales without a tent, etc., the party of the second part hereby agrees to utilize its best efforts to collect an appropriate amount of resort services fee and pay same over to the District as provided for herein;

- 4) The party of the second part hereby covenants and agrees with the party of the first, part, that the party of the second part shall, upon contracting or "booking" of such "transient vendors," for each and every time such "transient vendors" are operating within the District, collect the appropriate "flat fee" resort service fee from any and all "transient vendors," "up front" and further agrees to pay over within ten (10) business days, to the party of the first part any and all "transient vendor" "flat fee" resort service fee payments;
- 5) The party of the first part has determined that such agreement is in the best interests of the District and provides for a fair and equitable assessment and application of the

resort service fee levy and optimizes the collection thereof from “transient vendors” who would otherwise be beyond the reach of the party of the first part;

- 6) Additionally the party of the second part as the resort operator within the Snowshoe Resort Community District, and as an adjunct to operating a ski resort also engages in the business of hosting and providing a location destination for numerous and varied sporting, social, educational, family, commercial and charitable events and activities. Given the nature of such adjunct business, the party of the second part has been contracting with persons and entities for the hosting and staging of such events on an on-going basis and several of such events were prearranged, prescheduled, and contracted prior to the adoption of the resort service fee levy and the resort service fee was not calculated nor factored into such contracts. The party of the second part asserts and contends that the assessment of the resort service fee upon such events that had been prearranged, prescheduled, and contracted prior to the adoption of the resort service fee would constitute a financial hardship upon the party of the second part;
- 7) Accordingly the party of the second part requests that certain prearranged, preschedule and contracted events be exempted from the resort service fee levy although several such events shall actually be held after August 1, 2018 the effective date of the resort service fee levy. A full and complete list of those specific events and activities for which the party of the second part requests exemption is hereto attached and marked as “Exhibit B;”
- 8) The party of the first part has determined that assessment of the resort service fee levy upon those events and activities specifically set forth on “Exhibit B” attached hereto would, in fact, constitute a financial hardship upon the party of the second part and given the party of the second part’s agreement to provide for and collect the resort service fee from the “transient vendors,” the party of the first part has determined that

it is in the best interests of the District to allow such exemption with regard to those activities and events specifically set forth in "Exhibit B" attached hereto;

- 9) Further, with regard to events and activities that occur prior to or after August 1, 2018 that are not specifically set forth in "Exhibit B" attached hereto, the party of the second part agrees to include in any contract and to collect and to pay over to the District the applicable resort service fee upon any and all events and/or activities wherein the party of the second part is the contracting party and charges either a "flat fee" therefore or renders a final invoice for such event or activity as well as any and all "transient vendors" operating and or events occurring within the District with the permission of the party of the second part;

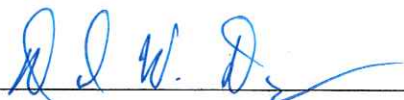
Based upon the fiduciary duty of the members of the board of the Snowshoe Resort Community District, the board voted upon all of the foregoing covenants and conditions and unanimously voted that each and every covenant and condition set forth herein is in the best interests of the District and approved this contract by a unanimous vote of the board with the singular exception of the Chairperson who deemed himself recused due to his employment as the Chief Operating Officer of the party of the second part and the Board approved and authorized the Secretary and Treasurer of the Board to execute and acknowledge this agreement on behalf of the party of the first part.

Witness the following signatures and seals;

Party of the First Part

By: 

It's Treasurer

Teste: 

It's Secretary

Party of the Second Part

By: Paul L. Dun
It's Interim President

This agreement was prepared by:

Robert P. Martin, Esquire
2276 Huntersville Drive
Marlinton, WV 24954

Transient (3rd Party) Vendor flat fee collection Channels:

Category	Description	Size/Space	RAD Service Fee
Any Space	Vendor, Crafter, F&B Space	A: Small Foot print - Sq. Footage Up to 15x20	\$ 10.00
Any Space	Vendor, Crafter, F&B Space	B: Med - Square Footage 15x20 > 30x55	\$ 25.00
Any Space	Vendor, Crafter, F&B Space	C: Large - Square Footage 30x60>	\$ 50.00
Truck	Vendor, Crafter, F&B Space	Truck	\$ 25.00

Internal 2% fee collection from following Channels:

From 8-1-2018 (Will collect 2% on any Food, Event Tix, Goods or Rental Goods on as exhibited in fee structure on the following:
Groups
Weddings
Events

"Exhibit A"

Proposed flat fees that Snowshoe will use to collect fees from transient retail and food vendors. Fees collected from vendor at time of payment of product, separate line item on invoice/receipt.

Category	Description	Size/Space	RAD Service Fee
Tent	Vendor, Crafter, F&B Space	A-Small Foot print - Sq. Footage Up to 15x20	\$ 10.00
Tent	Vendor, Crafter, F&B Space	B-Med - Square Footage 15x20 > 30x55	\$ 25.00
Tent	Vendor, Crafter, F&B Space	C-Large - Square Footage 30x60+	\$ 50.00
Tent	Vendor, Crafter, F&B Space	Truck	\$ 25.00
Tent	Venue Space	Lawn	\$ 25.00
Tent	Venue Space	Expedition Pad	\$ 50.00
Tent	Dome Rental	Expo Center	\$ 50.00
Room	Allegheny Springs	Conference Space	\$ 25.00
Room	Mountain Lodge	Conference Space	\$ 25.00
Room	Seneca Boardroom	Conference Space	\$ 25.00
Room	Venue Space	Shavers Center	\$ 25.00

Example of Bill:

RAD Fees Collected/Code To:

Example

Vendor: Patti's Pottery
 Address: 10 Snowshoe Drive
 Snowshoe, WV 26209

Product :	Small Rental Space A	\$	100.00
	Tax	\$	6.00
	Total w/Tax	\$	106.00
	Area Service Fee	\$	10.00
	Total Due	\$	116.00

"EXHIBIT B"

Weddings under contract (August & Sept) Note these are projected revenue avg's. F&B needs are not booked until 14 days out from event date. No tickets booked at this time.

August	8/3/2018	F&B Sales	Ticket or Pass Revenue
Bray/Anderson B Est Guests: 100 Ceremony- Lawn Reception- Ballroom AB	8/3/2018	\$ 3,025.00	\$
Braham/Hudson B Est Guests: 150 Ceremony- Chapel Reception- Soaring Eagle	8/4/2018	\$ 8,000.00	\$
Buchanan/Eastman B Est Guests: 100 Rehearsal Dinner- Boxcar Ceremony- Lawn Reception- Cedar	8/17-8/18/18	\$ 5,490.00	\$
8/10 - 8/11/2018 Brockman/Scott Wedding B Est Guests: 100 Rehearsal Dinner- Boxcar Ceremony- Lawn Reception- Cedar	8/12/2018	\$ 3,500.00	\$
Canfield/Bowen P Est Guests: 20 Ceremony- Lawn Reception- Junction Boxcar (dinner only)	8/17-8/18/2018	\$ 1,040.00	\$
Henderson/Lawrence B Est Guests: 200 Rehearsal Dinner- Boathouse (Pavil's as backup) Ceremony- Lawn Reception- Expedition Tent (Ballroom AB as backup)	8/24-8/25/2018	\$ 17,738.00	\$
Kim/Thivis Wedding S Est Guests: 100 Rehearsal Dinner- Boxcar Ceremony- Lawn Reception- Tent	8/24 - 8/25/2018	\$ 3,500.00	\$
Hunter/Powell Wedding B Est Guests: 50 Ceremony- Lawn Reception- Raven	8/24 - 8/25/2018	\$ 2,000.00	\$
September			
Southall/O'Neal Wedding BOIL Est Guests: 125 Rehearsal Dinner- Boxcar Ceremony- Lawn Reception- Ballrooms AB	9/1-9/2/2018	\$	\$
Tillis/Cooper B Est Guests: 75 Rehearsal Dinner- Boxcar Ceremony- Lawn Reception- Cedar	8/31-9/1/2018	\$ 4,220.00	\$
Conley/Petrell P Est Guests: 120 Rehearsal Dinner- Boxcar Ceremony- Lawn Reception- Soaring Eagle	9/7-9/8/2018	\$ 2,770.00	\$
Culfehl/Kenney B Est Guests: 85 Ceremony- Lawn Reception- Cedar	9/7-9/8/2018	\$ 5,000.00	\$
Moore/Minnick P Est Guests: 80 Ceremony- Lawn Reception- The Boathouse (The Cedar as backup)	9/8/2018	\$ 3,000.00	\$
Kruse/Saiko B Est Guests: 120 Rehearsal Dinner- Junction Boxcar Ceremony- Lawn Reception- Lawn Tent (Ballrooms as backup)	9/14-9/15/2018	\$ 3,000.00	\$
Lentz/Nanno B Est Guests: 75 Rehearsal Dinner- Cheat Ceremony- Lawn Reception- The Cedar	9/22/2018	\$ 7,920.00	\$
Macdonald/Fraley TBD Est Guests: 50 Ceremony- Lawn Reception- Cedar	9/23/2018	\$ 2,050.00	\$
Moukaled/Bayer P Est Guests: 60 Ceremony- Lawn Reception- The Cedar	9/29/2018	\$ 1,650.00	\$
Thompson/Alkins B Est Guests: 100 Ceremony- Soaring Reception- Soaring	9/29/2018	\$ 8,000.00	\$
McPherson/Nichols B Est Guests: 75 Ceremony- Lawn Reception- Cedar	10/6/2018	\$ 2,596.00	\$
Total 2% Fee Weddings		\$ 87,569.00	\$
		\$ 1,751.38	\$

GROUP & EVENTS UNDER CONTRACT PRIOR TO SERVICE FEE AGREEMENT			
	F&B	N/A (Out)	Event /Lift Tickets
IBO Tix Budget	\$ -		\$ 7,500.00
Church of God	\$ 5,000.00		\$ 39,600.00
Combat Veterans Motorcycle Group	N/A		N/A
Greenbrier River Marathon	N/A		N/A
Chamberlain Group	N/A		\$ 3,000.00
SURA	\$ 2,400.00		\$ 3,000.00
NASA (VA Commonwealth Wealth Univ)	\$ 5,500.00		\$ -
TOTAL	\$ 12,900.00		\$ 53,100.00
2% FEE		2%	2%
\$	1,310.00	\$ 258.00	\$ 1,062.00

1. Existing Exception Consideration:

Any pre-existing signed contract for Snowshoe events, 3rd party Events, Weddings or Group channels would be exempt of any N or flat fee thru the end of current contract life for example, GNOC and Wanderlust

\$ 3,071.38

2. Any new contract for Snowshoe Mountain Inc. written from 8-1-18 moving forward, would be

A) subject to the 2% resort area district fee if applicable under Exhibit A categories (or

B) subject to the transient vendor fee under Exhibit B categories.