



Limelight Residences Management Services

Provided to owners in the
151 South Main Owners Association

This document summarizes the management services provided by the Aspen Skiing Company DBA Limelight Hotel Ketchum for the owners of residences in the 151 South Main Owners Association. We are committed to enhancing the value of your asset by maximizing revenue for those who choose to participate in the rental program as well as maintaining the highest levels of hospitality services to you and your guests.

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SUMMARY OF MANAGEMENT SERVICES

INDEX	PAGE
I. DEFINITIONS.....	3
II. MANAGEMENT SERVICE AGREEMENTS.....	3
A. Rental Management Agreement.....	3
B. Property Management Agreement.....	3
III. MANAGEMENT FEE SCHEDULE.....	4
IV. MANAGEMENT SERVICES.....	4
A. Sales and Marketing.....	4
B. Reservations Facility.....	5
C. Front Desk Facility.....	5
D. Charging Privileges.....	5
E. Repair and Maintenance Service.....	5
F. Accounting Service.....	5
G. Resort Telephone System.....	6
H. Wireless Internet.....	6
I. Room Checks.....	6
J. Entry Security and Owners Closets.....	6
K. Housekeeping Services.....	7
L. Receiving Mail/Packages.....	8
M. Coordination and Payment of Outside Contractors.....	8
N. Cribs, Rollaways, and High Chairs.....	8
V. ADDITIONAL SERVICES SPECIFIC TO RENTAL PROPERTIES.....	8
VI. POLICIES AND REQUIREMENTS.....	9
A. Rental Policies.....	9
B. Policies Relating to Owners with a Property Management Agreement.....	11
C. Linen Inventory Requirement.....	11
D. ReFresh Program Requirement.....	11
VII. ENTERING THE RENTAL PROGRAM.....	12
VIII. INSURANCE.....	12
A. Requirement.....	12
B. Homeowners Association Coverage.....	13
IX. HOMEOWNER ASSOCIATIONS.....	13

I. DEFINITIONS

Adjusted Gross Income Gross rental income less travel agent commissions, third party booking fees, and credit card commissions.

Agreement has the meaning set forth in the first paragraph of this Agreement.

Homeowners Association means the association of all owners for the Project.

Gross Rental Income Gross income received from rental guests from the rental of a residence at the hotel on a nightly, weekly, or monthly basis.

Manager Aspen Skiing Company, LLC

Owner a person or entity of record appearing in the official records of Blaine County, Idaho, as owner of the residence in the building known as 151 South Main

Owner's Guest an unaccompanied guest of Owner not paying a rental rate or paying less than 50% of the then published rate for minimum occupancy, staying in Owner's residence

Published Rate means the undiscounted room rate generally given to anyone who does not qualify for a discounted rate.

Rental Guests means guests for transient rental occupancy of the Unit.

Rental Program means the lodging rental and reservation service for units in the project subject to a rental agreement with Manager.

II. MANAGEMENT AGREEMENTS

Aspen Skiing Company, LLC (Manager) offers two (2) types of management agreements. If an Owner does not execute either of the agreements offered by Manager, the status of the property will be termed "Limited Service." Owners of "Limited Service" properties will not be offered Manager's services such as room checks, interior repair and maintenance, housekeeping and linen service, key control, room charging privileges, concierge services, and package and mail receiving.

The homeowner's association will arrange for certain amenities and services to be included in the homeowner's association assessments. Use of hotel amenities such as the pool, fire pit and fitness center for Owners and Owner's Guests is included in the homeowners association assessments. The cost for hotel services such as local and airport shuttle and breakfast for Owner's but not for Owner's Guests is included in the homeowners association assessment.

A. RENTAL MANAGEMENT AGREEMENT

This agreement is offered to Owners intending to make their residence available for short-term rental when not in use by Owner or by Owner's Guests. Under this agreement, Manager becomes the rental agent and agrees to make available or provide rental management services, including, but not limited to promotion of rentals, reservation services, front desk facilities, monthly accounting statement of revenues and expenses, centralized telephone system, key control, housekeeping and linen service, repair and maintenance services, payment of utility billings, room charging privileges, local and airport shuttle services and receiving/forwarding mail and accepting freight shipments, excluding those sent C.O.D.

B. PROPERTY MANAGEMENT AGREEMENT

This agreement is offered to Owners who DO NOT intend to make their residence available for rental through Manager's rental program, but would like the availability of the management services mentioned under Section II.A above, excluding promotion of rentals. A monthly fee is assessed for Owners who wish to make use of the Property Management Agreement.

III. MANAGEMENT FEE SCHEDULE

- A. THE FEES FOR MANAGEMENT SERVICES TO BE PAID BY OWNERS EXECUTING A RENTAL MANAGEMENT AGREEMENT ARE:
1. Fifty percent (50%) of the adjusted gross income. The adjusted gross income is the gross rental income amount less travel agent commissions, third party booking fees, and credit card commissions.
 2. All costs incurred by Manager on Owner's behalf for any repairs requiring Manager's skilled craftsmen, i.e., appliance repair, plumbing, electrical, carpentry, carpet cleaning, etc., including those subcontracted and minor repairs made by non-craftsmen taking more than 30 minutes.
 3. Owners are provided maid and linen services as part of a mandatory check-out clean for Owners or Owner's Guests charged at the current established rate.
 4. Occasionally, it is advantageous for Manager to host travel agents, airline tour desk agents, travel editors, television personnel, and others who are connected with the travel or promotion industry. Manager will permit such guests to stay in Owner's residence on a complimentary basis at no cost to the Owner, or use the residence for other similar purposes. No more than seven (7) complimentary nights per year will be used. No complimentary occupancy will be allowed during the last week of December or over President's and Fourth of July weekends. Housekeeping fees for complimentary stays will be paid by the Manager.
- B. FEES FOR MANAGEMENT SERVICES TO BE PAID BY OWNER EXECUTING A PROPERTY MANAGEMENT AGREEMENT ARE:
1. A monthly fee of \$100.
 2. All costs incurred by Manager on Owner's behalf for repair and maintenance, housekeeping, hot tub maintenance and other services.
 3. All costs incurred by Manager on Owner's behalf for any subcontracted services, i.e., appliance repair, plumbing, electrical, carpentry, carpet cleaning, cable and other utilities. An additional fee 15% will be added for overhead and handling.

IV. MANAGEMENT SERVICES

The following services are available for Owners who have executed a management agreement as set forth in Section II:

- A. SALES AND MARKETING
Manager retains a staff of experienced sales and marketing professionals as well as professional sales, marketing and public relations firms to develop

and execute a comprehensive sales and marketing plan for the hotel and residences in the Manager's Rental Program. The plan currently includes:

1. Domestic and international sales efforts in key markets with our own local sales team.
2. A group sales strategy targeting corporate retreats, incentive groups, action sports industry, ski groups, and social groups such as weddings and other life celebrations.
3. Representation on www.limelighthotel.com including a digital campaign currently managed by Booyah, an award winning digital marketing firm.
4. Connection to third party booking agencies such as SynXis, Navis, Sabre and/or others.
5. A public relations and social media strategy currently managed by our own dedicated Limelight Hotels marketing professional.
6. An advertising plan including online representation, print and other media targeting both group and individual travel.
7. Capitalizing on the Limelight Hotel brand and reputation and existing strategic partners such as Preferred Hotel Group as well as new local partners such as Visit Sun Valley, Sun Valley Economic Development, Visit Idaho and others.

Sales and marketing plan details will be subject to ongoing revisions, updates and improvements as determined by Manager.

B. RESERVATION FACILITY

Manager maintains its own reservation facility available 365 days a year. Owners are required to notify Manager before using their residence for personal use or for use by Owners Guest's. Owners should obtain a confirmation number at the time of booking and check the dates on the mailed confirmation to verify the correct reservation has been made.

C. FRONT DESK FACILITY

Available to serve Owners, Owner's Guests and Rental Guests, 24 hours a day, 365 days a year.

D. CHARGING PRIVILEGES

Owners, Owner's Guests and Rental Guests may charge to their guest folio while checked into their residence if a valid credit card is on file or provided at check in. Owner's account for personal charges must be settled at time of check out.

E. REPAIR AND MAINTENANCE SERVICE

Quick and efficient response to the maintenance needs of a residence is an important objective of our property management approach. Manager maintains an inventory of commonly needed repair items/tools on-site. Skilled craftsmen are available 7 am to 10 pm daily to respond to problems and assist Owners and guests.

Maintenance services of all types, including plumbing, electrical and general carpentry are available through manager, selected subcontractors and vendors. Owners are responsible to bring warranty claims to the attention of Manager.

F. ACCOUNTING SERVICE

Statements of revenues and expenses are provided monthly. IRS Form 1099 is issued at the close of each calendar year for one primary owner of each property reflecting adjusted gross income earned. No Form 1099 is issued if no income has been earned.

All Owners must provide a properly completed IRS Form W-9 or W-8 or be subject to 30% federal income tax withholding on all income distributions.

G. RESORT TELEPHONE SYSTEM

The hotel telephone system provides service to the hotel switchboard, telephones, telephone/line repair and maintenance, voice mail service, wake-up calls, emergency assistance, telephone books, dialing instructions, message waiting lights on primary phone, direct inward dialing and hotel information service. Telephone service will be provided through the homeowners owners association but if not provided through the association the Owner must provide telephone services at Owner's cost.

- Guests are charged for all long distance calls. No guest telephone charges appear on Owner's monthly statement.
- Owner long distance charges can be posted to Owner's monthly statement if there are no other charges on Owner's guest folio at check out.

H. WIRELESS INTERNET (WIFI)

Wireless internet service (WIFI) must be available in order to enter into a Rental Management Agreement. WIFI services must be equivalent to the service provided by the hotel to its guests in terms of speed, security and connectivity. WIFI service will be provided through the homeowners owners association but if not provided through the association the Owner must provide WIFI services at Owner's cost.

I. ROOM CHECKS:

Weekly room checks are conducted by Manager. Any abnormal condition needing repair or requiring attention is noted and/or fixed according to the nature of the problem and the terms stipulated in the applicable management agreement affecting each residence.

If items such as electronics or small appliances, etc. are added, Owner should inform Manager so items can be added to unit inventory list. Complete room inventories are not performed after each guest stay.

J. ENTRY SECURITY AND OWNERS CLOSETS

1. Properties under either management agreement must be equipped with an electronic locking device, as specified by Manager. The cost of maintenance service or replacement for the device is the responsibility of Owner.
2. Manager has the equipment to make Guest and Owner level electronic key cards for Owners and guests. Guest level key cards are invalidated based on departure day of Guest or entry by a subsequent Guest. Owner level key cards are valid for an extended period of time. Guest level key cards are issued by Manager's Front Desk. Anyone requesting a key card at Manager's Front Desk must have a reservation. Special Owner level key cards can be requested from the Manager. Please allow forty eight (48) hours notice. Owners not under a management agreement as set out in Section II, who have Manager's electronic lock, have the option of changing the lock or requesting keys from the Manager. Forty-eight (48) hours notice is required and a fee will be charged.

3. Owner's closets are keyed differently from main entry doors. Manager does not have access to Owner's closet unless access to utilities connections are also located within the owners closet.
4. At Owner's request, Manager can contact the lock company to obtain a key if lost or forgotten. There is a charge from the lock company and for the key.
5. If valuables are kept in the Owner's closet, it is recommended that the closet utilizes a deadbolt.

K. HOUSEKEEPING SERVICES

1. Housekeeping services provided to Rental Guests:
 - (a) Daily housekeeping services normally include fresh towels, trash removal and make-up of beds. Sheets are changed and a light cleaning of the bathroom(s) and kitchen is done on a regularly scheduled basis.
 - (b) A check-out clean is provided after the departure of each Rental Guest, which includes the above services, plus a thorough cleaning of the fireplace, kitchen, bathrooms, appliances and floors.
2. Housekeeping services provided to Owners and Owner's Guests under a Rental Management Agreement:
 - (a) Daily housekeeping services will be provided upon request for a fee. A check-out clean will automatically be performed after each Owner or Owner's Guest departs. Services provided will be charged to the Owner or Owner's Guest (as requested by the Owner) based on the current rate schedule.
 - (b) A flat rate schedule will be used for fresh linen, towels and check-out cleans, which will be cleaned at a per hour rate plus a charge for clean linen and towels, amenities, paper goods and other supplies provided. Cleaning charges incurred by Owner and Owner's Guests will be charged to the Owner's monthly statement unless a request is made at time of reservation for check-out clean to be paid upon check out.
 - (c) Subsequent to any departure from a rental property, all food will be removed. This policy is strictly enforced due to health and sanitation reasons. Non-perishable goods belonging to Owner (liquor, etc.) may be left at Owner's risk if secured in Owner's closet.
 - (d) Check-out time for Owners, Owner's Guests and Rental Guests is 12:00 p.m. Our goal is to get each unit clean and ready for the next guest as soon as possible. We do not perform a full inventory for property contents after each guest use. Check in time is 4:00 p.m.
 - (e) If another guest is not scheduled into Owner's property on day of departure, Owner or Owner's Guest may call the Front Desk and request a late check out. A late check out is based on availability and is not guaranteed. If a Guest is scheduled in that day, we request that Owners or Owner's Guests check out by 12:00 p.m.
 - (f) Owners and Owner's Guests must make arrangements for housekeeping service prior to arrival. Forty-eight (48) hour notice is required for housekeeping service not scheduled prior to arrival.

include, but are not limited to, television cable adjustments, light bulb replacement, hinge tightening, guest assistance with appliances or electronics, etc.

- C. The initial kitchen, bedding and accessories package is purchased from the Manager and Manager will maintain this package in the residence and restock to ensure complete inventory par at Manager's cost, except for televisions, appliances and furniture, the cost of which shall be borne by Owner (See ReFresh program Section VI, D). Linen and towels are handled separately as described in Section VI, Paragraph C.
- D. An annual major clean is done for each rental property the cost of which shall be borne by the Owner. This service is generally performed by Manager's housekeeping staff as occupancy permits. The Owner is responsible for the cost of cleaning the carpet, other floor coverings, window coverings, upholstery and bedspreads, as deemed necessary by Manager. (See ReFresh program Section IV, D).
- E. Credit card commissions from lodging charges are deducted from the gross rental income before establishing the adjusted gross income. Manager will bear the cost of all non-lodging credit card commissions.
- F. Manager covers bad debts for lodging if incurred by a Rental Guest who stayed in a rental property.
- G. Manager generally books rental stays by unit type and not into specific unit. Owners under a Rental Management Agreement are welcome to call Reservations at any time to check availability of their property type. If an Owner wants to use his unit type at a time when his property type is sold out, Owner may make a standby reservation. (Note: Rental Guest reservations are considered tentative. Guests may alter reservation dates, switch to a larger or smaller property or ask for a different location upon arrival.) Owner may call Reservations closer to requested use date to see if any cancellations or changes have resulted in availability.
- H. Our staff will only make reservations for the Owner(s) and those specifically authorized by the Owner to make reservations.

VI. POLICIES AND REQUIREMENTS

A. RENTAL POLICIES:

1. Owners should be aware that Aspen Skiing Company, LLC may be the rental agency for other properties of varying sizes, location and quality of interior. Manager makes no guarantees, warranties or representations as to the number of rental nights or amounts of rental income to be generated by properties on the rental program.
2. Rental Owners must check in at Manager's Front Desk to ensure prior guests have left and that residence is prepared for occupancy.
3. Manager permits guests to keep pets during their stay at the hotel. Owner may designate their unit pet friendly upon entering the rental program. If owner does not make such designation, pets will not be allowed in the Owner's unit. Any Owner bringing pets must comply with the local leash law and pets should not interfere with the enjoyment of other owners and guests. Additional cleaning charges may be necessary, including carpet, upholstery, etc. upon departure of pets. Manager will be responsible for any additional cleaning necessary for rental guests bringing pets. Owner will be responsible

for any additional cleaning necessary for Owners and Owner's Guests who bring pets.

4. Manager will inspect the unit for damage, loss or theft after departure of each rental guest. Though Manager is not responsible for damage caused by a guest, Manager will make every effort to collect the cost of any damage, losses, or theft from the guest. Household items such as kitchenware, small appliances, linens, accessories and other similar items are considered expendable and Manager will not attempt to collect restitution from the guest except in the case of large scale theft or blatant damage. If the Manager is unable to collect payment from the guest, Owner may file a claim under the Owner's homeowners insurance.
5. The hotel property including Owner's unit is non-smoking. If a guest smokes in the Owner's unit, Manager will charge the guest smoking fee, currently \$500 per bedroom plus any loss of rental income. Manager will clean the unit as necessary to return the unit to rental inventory as soon as possible. Such cleaning may include laundering all linens, and cleaning drapery, upholstery, and carpeting. Manager will bear the cost of returning the unit to rental condition. Owner or Owner's Guest will also be subject to the no smoking policy and may be charged the fee if smoke odor is detected in the unit.
6. Whenever providing an Owner's Guest access to a property, Manager must have notice from Owner prior to arrival. Manager will not give keys to an individual who claims to be a Guest of an Owner, without prior notice from Owner of the Guest's arrival.
7. Resort residences are usually reserved far in advance during peak demand periods. Thus, to insure maximum occupancy of each residence, the Owner is requested to notify Manager of intended use of the residence by the following dates:

<u>Notification Date</u>	<u>Use Period</u>
February 1	May 1 to October 31
July 1	November 1 to April 30

The residence will not be available to enter the rental program until the hotel has received the owner release for rental form or the notification date has passed. The Owner may use the residence at any time it is not otherwise committed by notifying the Manager, but such use is subject to prior rental commitments.

8. Furniture and furnishings for all rental properties must meet the minimum requirements as specified by Manager. Manager can provide Minimum Kitchen, Bedding and Accessories Requirements and Minimum Furnishing Requirements upon request. When a property review is performed, Manager will contact Owner if there are any needs for enhancing the interior of the residence.
9. Rental owners may, at their discretion, make their property available to personally referred Rental Guests for less than the best available rate as published on the hotel web site. If the rental rate is less than 50% of the non-discounted rate, the Guest is considered an Owner's Guest and will not receive daily housekeeping services and the check-out clean will be charged to the Owner or Owner's Guest as specified by the Owner.

10. Owners under a Rental Management Agreement may not use third party booking agencies to market their property.
 11. Manager has sole discretion to cancel the rental agreement if owner usage is excessive prohibiting rental performance.
- B. POLICIES RELATING TO OWNERS WITH A PROPERTY MANAGEMENT AGREEMENT:
1. Owners under a Property Management agreement are required to make reservations when planning to use their property so Manager is aware of their arrival. Owners or Owner's guests may check in upon arrival by stopping by or phoning Manager's Front Desk. This will make it possible for the switchboard to handle calls for Owners or Owner's guests.
 2. In the event an Owners or Owner's guest fail to check in upon arrival, it may not be possible to make outgoing or receive incoming calls unless the Owner has a private phone line that does not go through the hotel switchboard.
 3. Should Owner or Owner's guest not check in or not pay all charges on departure, Owner is responsible to pay for all services provided and charges made.
 4. Owners must join the hotel Terry and Linen Program to receive towels and linen from the hotel and to receive hotel housekeeping services. See section VI. C. following.
- C. LINEN INVENTORY REQUIREMENT:
- Owners under either management agreement are required to join the hotel Linen and Towel Program at the current rate. Towels and linens are replenished as necessary. The annual cost for replenishment is equal to 1/3 the current initial fee. Manager is the owner of all towels and linen in its inventory. Residence owners under the Property Management Program who desire hotel cleaning services also need to join the Linen and Towel Program. When a residence is no longer under a Rental Management Agreement or a Property Management Agreement, towels and linens will be removed and access to terry and linen will no longer be available.
- D. REFRESH PROGRAM
- Owners wishing to place their residence in the rental program are required to join the ReFresh Program at the current rate. Manager will provide an annual deep clean of your residence. The deep clean will consist of a general cleaning of the unit to include detailing of all rooms, polishing of hard surfaces, cleaning behind and underneath furniture, and more. All labor and supplies are included in the ReFresh fee. In addition Manager will subcontract cleaning of carpets, window treatments, and upholstery as needed at Owner's cost.
- Manager will perform a preventative maintenance check and will include checking and cleaning of all appliances and mechanical equipment, touch up of painted surfaces, minor plumbing and electrical repairs, tightening and lubricating hinges and drawers, and more. Labor and minor parts are included in the ReFresh fee including screws and bolts, drawer glides, hinges, bulbs, batteries, paint, filters, etc.

In addition Manager will inventory and replace necessary kitchen furnishings such as tableware, glassware, flatware, utensils, etc. The cost of such replacement is included in the ReFresh fee with the exception that the cost for cookware, bakeware, small appliances such as televisions, toasters, blenders, coffee makers, clock radios, hair dryers, humidifiers, iron and ironing board, and the like, if necessary to replace, will be charged to the Owner.

VII. ENTERING THE RENTAL PROGRAM

- A. THE FOLLOWING PROCEDURES NEED TO BE COMPLETED TO JOIN MANAGER'S RENTAL PROGRAM
1. Execute a Rental Management Agreement.
 2. Furniture and décor must meet Manager's minimum furnishing requirements.
 3. Meet minimum kitchen, bedding and accessories requirements.
 4. Join the Linen and Towel program.
 5. Provide dates of Owner's desired personal use of the residence.
 6. Residence has a minimum of one 55"screen or larger TV with remote in each bedroom as well as one 55" screen or larger with remote in the living room.
 7. Hairdryer in each full bathroom
 8. One telephone per bedroom plus one in the living area must be connected to the hotel PBX system with proper instructions and required FCC information.
 9. Electronic lock on main entry door compatible with Manager's system.
 10. Innkeeper Disclaimer in place on back of door (provided by Manager).
 11. Fire Exit information on back of door.
 12. Owner's closet on separate key.
 13. Television service must be equivalent to the service provided to other hotel guests.
 14. Wireless internet service must be provided equivalent to the service provided to other hotel guests.
 15. Must have a safe.

Above items subject to change by Manager.

VIII. INSURANCE

- A. REQUIREMENT

For Owners with a Rental Management Agreement, insurance with a rental endorsement for property contents, personal and real property and personal liability of at least \$1,000,000 per occurrence is necessary and may be available through the same company that insures the Homeowners Association.

B. HOMEOWNERS ASSOCIATION COVERAGE

Condominium coverage is often from the perimeter walls of the unit and the unit owner is responsible for everything within the perimeter walls of their unit. For the specific coverages provided by the Homeowners Association, the Declarations of the Association should be referenced.

It is recommended each Owner carefully review improvements made to their residence and insure accordingly. In certain situations, Owners are responsible to insure additions, enhancements, furnishings, cabinets, fixtures and appliances. This may also apply to window coverings, carpeting, etc. Owners should consult their Association Declarations and personal insurance agent for information on insurance for his/her specific residence.

IX. HOMEOWNER ASSOCIATIONS

The condominium concept represents a unique form of property ownership. The Owner individually owns the unit only and possesses ownership of common elements in common with all other owners. Homeowners Associations are non-profit membership corporations.

Condominiums are often delineated by the perimeter walls of the unit. Everything beyond/outside of the perimeter walls are common elements, unless otherwise defined by the Declarations, Covenants and Bylaws of the Association. This includes the building, the land deeded to the Association and all structures on the land (signs, lights, pathways, etc.).

Condominium Declarations typically provide that a Homeowners Association be set up to administer the affairs pertaining to the common elements. Membership in the Homeowners Association is mandatory and automatic upon ownership. The tasks of the Association often include, but are not limited to, maintenance of the common area including landscaping, snow removal, trash removal, lighting/heating of the common area, parking lot maintenance, water, sewer, security, fire and liability insurance coverage for the buildings, establishment and monitoring of a replacement fund, accounting and other items that pertain to the property commonly owned.

There is a separate management agreement for the Association. If Manager has the Association Management Agreement, Manager will work closely with the Association's Board of Directors/Managers.

As an Owner, you should become familiar with the separate areas of maintenance responsibility as they relate to your Homeowners Association and the care of your unit. Your Homeowners Association is generally responsible for maintenance of common elements outside the interior of each unit; each owner is responsible for their unit's interior and in some instances, the limited common elements.

The fact that Manager may be the agent for both Association and individual Owners should not obscure the distinct separation of the services performed. As agent for both entities, Manager is able to provide complete and effective service while maintaining both the Association and the individual Owner's residence to a consistent standard.