U.S. Department of Labor Office of Labor-Management Standards Washington, DC 20210

FORM LM-20 **AGREEMENT AND ACTIVITIES REPORT**

Form approved Office of Management and Budget No. 1245-0003 Expires 10-31-2013



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number:					
Person Filing 2. Name and mailing address (include Zi	D Codo):	3 Any other	address where records	nocessar to verify this	report are kept:
· · ·	r Code).	_	address where records	necessary to verify this	report are kept.
Name		Name			
Title		Title			
Organization LRI Consulting Services, Inc.		Organization			
P.O. Box, Bldg., Room No., if any		P.O. Box, Bldg., Room No., if any			
Street 7850 South Elm Place, S	Suite E	Street			
City Broken Arrow		City		,	
State Oklahoma	ZIP Code + 4 74011	State		ZiP Code + 4	
4. Date fiscal year ends:	5. Type of person:				
Dec / 31	a. Individual b. Partnership	c. Corpora	ation d. Other (Spe	ecify):	
			-		
Nature of Agreement or Arrangemen	t				·
6. Full name and address of employer w	rith whom made (include ZIP Code):	7. Date enter	red into:	1 / 201	6
Name		0 Name of a	, , , , , , , , , , , , , , , , , , , ,		
Organization Vail Resorts Management Company		8. Name of person(s) through whom made:			
Trade Name, if any		Name Mark Gasta			
P.O. Box, Bldg., Room No., if any		Name			
Street 390 Interlocken Crescer	nt	Name			
City Broomfield		Name			
State CO	ZIP Code + 4 80021	Name			
	Signa	itures			-
the information contained in any accommune, correct, and complete. (See Section 13. Signed	er penalty of perjury and other applicable appanying documents) has been examined on VII of penalties in the instructions.) President (If other title, see instructions)	penalties of la l by the signato 14. Signed	Robbel Probbe	tion submitted in this re the undersigned's know	port (including redge and belief, Treasurer (If other title, see instructions)
Title CEO		Title	President		
On 4/20/2016	918-455-9995	On	4/20/2016	918-455-9995	
Date	Telephone Number		Date	Telephone Number	
Form LM-20 (2003)		··			Page 1 of 3

Filer: LRI Consulting Services, Inc.	File Number C- 00525		
•			
9. Check the appropriate box to indicate whether an object of the activities under	taken, is directly or indirectly:		
collectively through representatives of their own choosing.	nployees as to the manner of exercising, the right to organize and bargain		
	ployees or a labor organization in connection with a labor dispute involving n administrative or arbitral proceeding or a criminal or civil judicial proceeding.		
10. Terms and conditions (Explain in detail; see instructions. Written agreements	must be attached.):		
See Attached	,		
	•		
Specific Activities to be Performed			
11. For each activity, separately list in detail the information required (See instruct	ions):		
a. Nature of activity: Engaged to communicate to employees regarding exercising	a their rights to evanning and hargain collectively		
Engaged to Communicate to employees regarding exercising	g their rights to organize and bargain correctivery.		
11.b. Period during which performed:	11.c. Extent performed:		
various days beginning 3/2/16	Fully Performed		
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:		
Name William Herrera	Name Patrick O'Mara		
Organization	Organization OMara & Associates LLC		
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any		
Street 9427 Reston Grove Lane	Street 6 Drakewood Lane		
City Houston	City Novato .		
State TX ZIP Code + 4 77095	State CA ZIP Code + 4 94947		
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:		
Ski Instructors	Communication Workers		
	l .		

Specific Activities to be Performed (Continuation Page)

- 11. For each activity, separately list in detail the information required (See instructions):
 - a. Nature of activity:

Engaged to communicate to employees regarding exercising their rights to organize and bargain collectively.

11.b. Period during which performed:	11.c. Extent performed:		
-			
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:		
Name Richard Farr	Name		
Organization Best Consultants by Farr	Organization		
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any		
Street 646 B Stark Highway	Street		
City Weare	City		
State New Hampshire ZIP Code + 4 03281	State ZIP Code + 4		
Additional Name and address through whom performed, if any:	Additional Name and address through whom performed, if any:		
Name	Name		
Organization	Organization		
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any		
Street	Street		
City	City		
State ZIP Code + 4	State ZIP Code + 4		
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:		
Ski Instructors	Communication Workers		

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is effective on February 29, 2016 (the "Effective Date") between The Vail Corporation d/b/a Vail Resorts Management Company, a Colorado corporation ("VRMC") and LRI Consulting Services, Inc., ("Consultant").

BACKGROUND

VRMC desires to engage Consultant to perform professional labor relations consulting services to VRMC and its affiliates and Consultant desires to perform those services.

AGREEMENT

The Parties agree:

- 1. SERVICES. Consultant will provide the consulting services described in the February 26, 2016 Proposal, which is attached hereto as Exhibit A (the "Services").
- 2. TERM. This Agreement starts on the Effective Date and continues until the Services are completed or until this Agreement is terminated in accordance with Section 4 (the "Term").

3. PAYMENT.

- 3.1. VRMC will pay Consultant the fees described on **Exhibit A** ("**Payment**"). Consultant will invoice VRMC and VRMC will pay Consultant's invoices within 30 days of receipt.
- 3.2. VRMC will reimburse Consultant for reasonable travel and out-of-pocket expenses related to the Services; provided, that Consultant must obtain written approval from VRMC or VRMC's designated Project manager prior to incurring any charges. An e-mail from VRMC's designated representative is considered acceptable written approval.
- 4. TERMINATION. VRMC may terminate this Agreement upon providing written notice for any reason. Either party may terminate this Agreement upon written notice to the other party if that party is in material breach of this Agreement. If this Agreement is terminated for any reason, Consultant is entitled to compensation for Services performed in accordance with this Agreement up to and including the effective date of termination.

5. CONFIDENTIAL INFORMATION.

5.1. Confidential Information. "Confidential Information" includes: (i) any information disclosed by one party to the other, in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary, including but not limited to a party's business plans, strategies, financial information, marketing information, marketing strategies, any customer trade secrets, drawings, works of authorship, inventions, know-how, techniques, design details and specifications, software programs and software source documents, information relating to proprietary rights prior to any public disclosure thereof; information regarding acquiring, protecting, enforcing and licensing proprietary rights (including without limitation patents, copyrights and trade secrets); and (ii) the existence of this Agreement or the business relationship between VRMC and Consultant.

- 5.2. Exceptions. "Confidential Information" does not include information that the receiving party can clearly establish by written evidence: (i) is known to the receiving party from a third party without an obligation to maintain its confidentiality; (ii) is or becomes generally known to the public through no act or omission of the receiving party; or (iii) is independently developed by the receiving party without the use of Confidential Information.
- Receiving Party's Obligations. The receiving party will make no use of Confidential Information for any purpose other than the exercise of its rights and fulfillment of its obligations under this Agreement. The receiving party will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. Except as expressly authorized in this Agreement, the receiving party will not use, make or have made any copies of Confidential Information, in whole or in part, without the prior written authorization of the disclosing party. The receiving party will only disclose Confidential Information to its employees, professional advisors, and authorized subcontractors having a need to receive such Confidential Information for the purposes of this Agreement and under confidentiality obligations no less restrictive than those set forth herein. The receiving party will be responsible for any breach of this Section by any such employees, professional advisors, and subcontractors. Notwithstanding the foregoing, either party may disclose Confidential Information to the extent required by law or court order, provided that such party promptly provides to the other party prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Confidential Information from public disclosure. If a Party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential Information hereunder, the non-breaching Party will be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief and money damages. The receiving party's obligations with respect to non-disclosure and confidentiality will survive for (i) ten years after the termination or expiration of this Agreement; or (ii) the maximum period of time permitted by applicable law, whichever is longer.
- 5.4. Return of Confidential Information. Upon termination of this Agreement, each Party will immediately terminate all use of and return to the disclosing party all Confidential Information of the disclosing party and all copies thereof or, at the disclosing party's written request, will certify in writing that it has destroyed the same.

6. WARRANTIES.

*

- 6.1. <u>Consultant Warranties</u>. Consultant represents and warrants to VRMC that:
- 6.1.1. it will perform all Services in a good and workmanlike manner in accordance with est industry standards;
- 6.1.2. that all Services will meet the specifications and requirements as described in this Agreement;
- 6.1.3. it will use reasonable security measures consistent with best practices in the industry to protect VRMC data, Confidential Information and proprietary information; and
- 6.1.4. each document, report, deliverable, or other work product, in any form, delivered to VRMC as part of the Services will constitute an original development ("Deliverable") by Consultant for VRMC's possession, and the use of the Deliverable as intended will not infringe any patent, copyright, trademark, trade secret or other intellectual property rights of any third party.

6.2. <u>Remedies</u>. If the Services or Deliverables are defective or do not conform to the specifications as provided by this Agreement, VRMC may request Consultant to remedy any deficiencies in the Services or Deliverables at no additional cost to VRMC or, if Consultant is unable to remedy such deficiencies, than Consultant will return all fees paid for the deficient Deliverables or Services.

7. OWNERSHIP OF DELIVERABLES; WORK PRODUCT.

- 7.1. All Deliverables prepared by Consultant in connection with Consultant's performance under this Agreement, other than copyrighted material of Consultant, will become the property of VRMC and Consultant will execute written assignments to VRMC of all rights (including common law, statutory, and other rights, including copyrights) to the same as VRMC will from time to time request. VRMC shall have an unlimited license to use Consultant's copyrighted materials during the term of this Agreement. Copyrighted materials shall not be considered Work Product or "work made for hire" under paragraph 7.2.
- 7.2. "Work Product" means the Deliverables and any other works of authorship, work product, concepts, material, disclosures, or any other intellectual property, conceived, developed, originated, fixed or reduced to practice by Consultant in connection with the Services, whether or not embodied in a Deliverable. Consultant agrees to assign to VRMC, without further consideration, the entire right, title, and interest to all Work Product whether or not patentable or copyrightable. The parties intend that any Work Product arising from such Services is deemed to be a "work made for hire" pursuant to 17 U.S.C., Section 201(b) (the Copyright Act), and the Work Product is deemed to be a specially commissioned work. Whether the Work Product is considered to be a "work made for hire", the result of an employment to invent, or otherwise, all Work Product will be the sole property of VRMC. Consultant agrees that VRMC owns all copyright, trademark, trade secret, patent and other intellectual property rights associated with any Work Product. Consultant will execute all applications for patents and copyrights, domestic and foreign, assignments and other papers necessary to secure and enforce all rights related to any Work Product.
- 7.3. Notwithstanding VRMC's ownership of the Work Product and Deliverables, VRMC agrees that non-confidential materials contained in the Work Product and Deliverables may be included in Consultant's professional portfolio as an example of Consultant's work and may be shared with Consultant's potential clients; provided, that there is no reference made to VRMC or its marks, logos or other intellectual property. In addition, VRMC and Consultant agree that general industry knowledge and know-how utilized by Consultant in the general course of Consultant's business are not considered to be Work Product or Deliverables under this Agreement.
- 8. COORDINATION. VRMC appoints the VRMC Representatives below to act for VRMC, and Consultant appoints the Consultant Representative below to act for Consultant in all matters covered by this Agreement. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Agreement will be made to the VRMC Representatives or the Consultant Representative, as appropriate. Either party may change its representative at any time by providing advance written notice of the change to the other party.

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VRMC Representative:	Mark Gasta
Consultant Representative:	

9. INSURANCE.

- 9.1. Consultant will carry and maintain, at its sole cost, the following insurance policies with insurance companies with an AM Best Rating of no less than A- VII and on forms satisfactory to VRMC:
- 9.1.1. Commercial General Liability and Professional Liability insurance in an occurrence form in an amount of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 9.1.2. If automobiles are used in performance of the Services, Commercial Auto Liability insurance with a limit of insurance no less than \$2,000,000 combined single limit each accident for bodily injury and property damage covering "any auto" whether owned, non-owned, scheduled, leased or hired.
- 9.1.3. Workers' Compensation insurance as required by applicable law and Employers Liability insurance with a limit of no less than \$500,000 each accident for bodily injury, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit for disease.
- 9.2. Consultant's insurance required by subsections 9.1.1 and 9.1.2. will be primary and non-contributory to any insurance held by VRMC and its affiliates and, except for Workers' Compensation, the policies will include a waiver of subrogation and will name VRMC and the Forest Service, if applicable, as additional insured under the policies. Consultant will (i) provide VRMC with certificates of insurance evidencing the policies listed above prior to the provision of the Services; and (ii) provide VRMC with a copy of any carrier notice of cancellation or notice of material changes to policy conditions within five business days after the notice is received. If any portion of the Services is subcontracted, Consultant will require the subcontractor to provide the insurance listed above.
- INDEMNIFICATION. Each party will defend and indemnify the other, each of its affiliated entities, and their respective employees, officers, directors, owners, agents and assignees and each of their successors-in-interest (each, an "Indemnified Party") from all losses, damages or liabilities in any way arising the indemnifying party's negligent acts or Upon notice from an Indemnified Party claiming indemnity for a claim or threatened claim. Consultant will assume defense of the claim and retain counsel reasonably satisfactory to Indemnified Party. Indemnified Party will cooperate as reasonably requested in the defense and any costs and expenses incurred by Indemnified Party will be reimbursed by Consultant. Consultant will have the sole authority to settle any indemnified claim; provided, however, that Consultant will first obtain written consent from the Indemnified Party for any settlement that requires the Indemnified Party to pay any money, or take, or refrain from taking, any action. The Indemnified Party may participate in the defense of any indemnified claim with counsel of its choice, at its own expense. If Consultant does not assume defense of the claim, Indemnified Party may retain counsel of its choice at Consultant's expense and Indemnified Party will have control over the defense and authority to resolve the claim. This Section will survive any termination or expiration of this Agreement.
- 11. AFFIRMATIVE ACTION/EEO EMPLOYER. VRMC and its affiliated entities are equal employment opportunity employers and federal contractors. Consequently, the parties

agree that, to the extent applicable, they will abide by the requirements of Executive Order 11246, 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. The parties also agree that, to the extent applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

12. GENERAL PROVISIONS.

- 11.1. <u>Publicity</u>. Consultant may not issue a press release or make a public statement concerning this Agreement or its subject matter, including making public statements about the existence of the parties' relationship, without the prior written approval of VRMC's VP of Communications.
- 11.2. <u>Compliance with Law</u>. In performing its obligations under the Agreement, Consultant will comply with all applicable laws, rules and regulations and any reasonable VRMC company policies provided to Consultant.
- 11.3. <u>Authority</u>. Each party warrants that (i) it has the authority to enter into and perform this Agreement; and (ii) execution or performance of this Agreement does not breach any other agreement.
- 11.4. Force Majeure. Neither party will be deemed to be in default for any delay or failure to perform any of its obligations under this Agreement to the extent that the delay or failure to perform results directly from an occurrence that is not reasonably foreseeable, caused by, or under the control of, the performing party, and occurs despite reasonable efforts to prevent, avoid, delay or mitigate the effect of that occurrence, including (i) acts of God, fire, flood, explosion or extraordinary and destructive weather conditions directly affecting the performing party; (ii) injunctions; (iii) restraint or acts of domestic government; or (iv) terrorism, war, sabotage, vandalism, accident, civil disorder or riots occurring within the United States or directly affecting the performing party.
- 11.5. <u>Governing Law; Jurisdiction</u>. This Agreement is governed by Colorado law, without regard to conflicts of laws principles.
- 11.6. <u>Jury Waiver</u>. The parties waive their rights to trial by jury in any legal action under this Agreement.
- 11.7. <u>Remedies Cumulative</u>. The rights and remedies in this Agreement are cumulative and are in addition to all rights and remedies available under law (unless waived in this Agreement). By exercising any right or remedy a party does not waive any other available right or remedy.
- 11.8. <u>Severability</u>. If any part of this Agreement is held invalid in a legal proceeding, then the rest of the Agreement will remain valid.
- 11.9. <u>Attorneys' Fees</u>. If a party substantially prevails in any legal action under this Agreement the non-substantially prevailing party will pay the reasonable attorneys' fees, experts' fees, costs and expenses of the substantially prevailing party.
- 11.10. <u>Notices</u>. All notices under this Agreement will be in writing and delivered to the notice address below: (i) in person; (ii) by registered, express, or certified mail; (iii) by

courier or messenger service; or (iv) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date received or, if acceptance is refused, the date of attempted delivery. Either party may change its notice address by following the requirements in this section.

If to VRMC:	Vail Resorts Management Company 390 Interlocken Crescent Broomfield, Colorado 80021 E-mail: Attention:	With a copy to:	Vail Resorts Management Company 390 Interlocken Crescent Broomfield, Colorado 80021 E-mail: legalnotices@vailresorts.com Attention: Legal Dept., Box I-88	
If to Consulta	nt:	 		

- 11.11. <u>Survival</u>. The provisions of this Agreement that, by their nature, are intended to survive expiration or termination of this Agreement, including any indemnification or confidentiality obligations, will survive.
- 11.12. <u>Amendment.</u> The parties may alter this Agreement only by written amendment signed by the parties.
- 11.13. <u>Further Assurances</u>. If reasonably requested, any party will sign and deliver any document or take other action necessary to carry out the intent of or to perfect any of the rights granted in this Agreement.
- 11.14. <u>Time of the Essence</u>. Time is of the essence with regard to all dates and time periods in this Agreement.
- 11.15. <u>Captions</u>. The captions of each section are for reference only and do not affect the interpretation of this Agreement.
- 11.16. <u>No Presumption Against Drafter</u>. This Agreement expresses the mutual intent of the parties. Each party has had the opportunity to consult with counsel. Any rule of construction that ambiguities will be resolved against the drafting party does not apply.
- 11.17. Relationship of Parties. Nothing in this Agreement creates a partnership, joint venture, or similar relationship between the parties. Neither party may bind the other party or hold itself out as having authority to bind the other party. CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT IS NOT ENTITLED TO (i) UNEMPLOYMENT INSURANCE BENEFITS, OR (ii) WORKERS' COMPENSATION COVERAGE FROM VRMC AND MAY ONLY RECEIVE COVERAGE IF PROVIDED BY AN ENTITY OTHER THAN VRMC. CONSULTANT IS OBLIGATED TO PAY ALL APPLICABLE FEDERAL, STATE AND OTHER INCOME TAXES ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE PAYMENT OF ANY STATE OR FEDERAL WITHHOLDING OR OTHER TAXES IS THE SOLE RESPONSIBILITY OF CONSULTANT, WHO INDEMNIFIES AND AGREES TO DEFEND

VRMC AGAINST ANY CLAIM FOR THE PAYMENT OF THOSE TAXES, INCLUDING PENALTIES, INTEREST AND ATTORNEYS' FEES, IF ANY.

- 11.18. Third-Party Beneficiary. This Agreement is for the sole benefit of the parties and their successors and permitted assigns, and no other person or entity has any right under this Agreement except to the extent identified in this Agreement.
- 11.19. <u>Assignment: Successors</u>. Consultant may not assign or delegate its rights or duties under this Agreement, without the prior written consent of VRMC. This Agreement is binding on the successors and permitted assigns of either party.
- 11.20. <u>Entire Agreement</u>. This Agreement, including any exhibits, contains the entire understanding between the parties relating to the subject matter described herein and supersedes all prior agreements, whether written or oral, relating to the same subject. If there is a conflict between the terms of this Agreement and any other document, including any exhibit, the terms of this Agreement will take precedence.
- 11.21. <u>Counterparts</u>. This Agreement may be executed in counterparts, which taken together form one agreement. Signatures provided by facsimile or other electronic methods are equivalent to original signatures.

The parties have executed this Agreement as of the Effective Date.

THE VAIL CORPORATION	CONSULTANT		
7			
By: Mark Dails	Ву:		
Name: MARK GASTA	Name:		
Title: EVP, CHIEF PEOPLE OFFICEL	- Title:		

EXHIBIT A

Proposal Dated March 9, 2016

(attached)

Proposal

March 9, 2016

Mark Gasta Executive Vice President and Chief People Officer Vail Resorts Management Company 390 Interlocken Crescent Broomfield, CO 80021

LRI Consulting Services, Inc.

303-404-1805 mgasta@vailresorts.com

RE: Campaign Consulting, Petition 27-RC-170320

Situation Assessment

You have asked for a proposal to provide materials and consulting services to help you win your upcoming NLRB election. You have a few short weeks to educate your employees on the disadvantages of unions and convince them to put their trust in a direct relationship with you rather than the union. You want to make sure that your consulting is persuasive, does not interfere with employees' protected rights and provides the best opportunity to build trust with your employees.

Proposed Intervention(s)

Campaign Consulting: For this option we will provide expert campaign consulting with an on-site facilitator to communicate your message directly to employees in employee meetings and one-on-one. Our consultant will work with managers and supervisors at your location to increase your own internal capacity for handling employee relations issues after the campaign is over. Based on our joint assessment of the need, we will assign appropriate consulting resources to your campaign for a pre-approved schedule of meetings.

Objectives

- · Win the NLRB election by as wide a margin as possible or achieve a withdrawal of the petition, without meritorious election objections or unfair labor practice charges.
- · Increase trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment.
- · Retain your direct-relationship with employees and preserve the operational flexibility needed to remain productive and profitable. The dead weight cost of unionization is estimated at 25% for most organizations.

Value to Organization

- You avoid a steep and slippery learning curve and are free to do the most important trust-building work.
- · You can talk to employees without engaging in mudslinging. You are free to spend your time on a positive message about the company.
- · Your communication strategy is legally proven and sound. Our communication tools have never been found to be objectionable by the NLRB in thousands of elections.
- You receive a proven program, with over 10,000 successful client engagements.

Terms and Conditions

The fee for Phillip Wilson is \$4,000 per consulting day and \$3,000 for all other LRI consultants (plus travel expenses). For purposes of this proposal a consulting day means each calendar day worked by each consultant. If more than one consultant is working on your case the parties understand and agree that multiple consulting days may be worked on each calendar day.

Payment Terms

All fees are due upon the delivery of the consulting services and are nonrefundable. Consulting fees and expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and to settle those statements within 14 days. You agree and acknowledge that failure to pay fees or expenses associated with this

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Labor Relations Institute, Inc.



project under these terms will result in reassignment of consultant(s), a penalty of the maximum allowable interest rate per month plus any costs we incur to collect an outstanding balance, until all outstanding invoices are paid in full

It is further understood that all materials included in or with the above referenced items or programs are fully covered and protected by federal copyright laws. Federal law provides civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of protected products.

You further acknowledge that no representation by LRI or its representatives were relied on by you or any member of your company in entering this agreement, and that this document represents the full understanding of the parties. You also acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company to criminal penalties. Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise.

Acceptance

We accept the proposal above and the intervention selected:

Campaign Consulting

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: March 9, 2016

For Vail Resorts Management Company

Mark Gasta, Executive Vice President and Chief People Officer

Date:

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