

Merchant Name: _____

IP# _____



STEAMBOAT SPRINGS CHAMBER RESORT ASSOCIATION / STEAMBOAT SKI & RESORT CORPORATION
MERCHANT PASS PROGRAM AGREEMENT 2018/2019

I, the undersigned, declare that I am an officer or owner of the business listed below (the "Merchant") and the Merchant is a Business Member in good standing of the Steamboat Springs Chamber Resort Association and thus eligible to purchase STEAMBOAT MERCHANT PASSES for its employees from Steamboat Ski & Resort Corporation ("SSRC"). I understand that the passes will be the property of the Merchant, but assigned to a specific Merchant employee whose photo will appear on the pass. Steamboat's Season Pass is valid for use any day of the season on any lift beginning November 22, 2018. I understand that any misuse of this program will result in the loss of all Merchant Pass Program privileges. Further information about the Merchant Pass Program is available at www.steamboat.com/merchantpass but in the event of any conflict this agreement will control.

I understand and agree that:

- Passes may only be issued to employees on the payroll of Merchant who work a minimum of 20 hours per week (either winter seasonal or year round).
- Contractors, spouses and friends not eligible, and proof of employment by a current paycheck stub may be required.
- SSCRA may audit 10% of businesses each January in order to ensure the pass holder is an active employee.
- All payments must be made with a Merchant check or Merchant credit card (personal credit cards, checks, cash, money orders, etc. will not be accepted).
- Barter, sale or provision of affidavits or passes to anyone other than eligible employees under the Merchant Program is prohibited.
- Merchants purchasing a single (1 total) pass must pay in full by 12/1/18 or prior to issuance thereafter.
- Required guest service and mountain safety training will be hosted by SSCRA and SSRC to ensure Steamboat's guests have the best experience.

All rules governing Season Pass use, the Skier Responsibility Code and the Ski Safety Act apply as in any other program. Failure to comply with these could result in the loss of ski privileges for the season upon a first offense without refund of the pass. Please be aware of and comply with Steamboat's SlopeWise policy.

An AFFIDAVIT OF EMPLOYMENT will be provided by SSRC to the Merchant for each pass purchased. This affidavit must be presented at the Main Ticket Office by the employee to pick up the pass. There will be a \$40 replacement fee for each lost affidavit. All affidavits will be delivered electronically by email. Please legibly write your email address below.

Merchants may not charge their employees more than they are paying to SSRC for the passes. All Merchant transactions involving actual season pass issuance will be handled by the Main Ticket Office located in the One Steamboat Place. All billing and other account transactions will be handled by the Pre-Sold Services department.

I understand that SSRC recommends that each Merchant enter into an agreement with participating employees addressing their rights and obligations with respect to the pass, including potential forfeiture of down payments. A sample agreement is available at www.steamboat.com/merchantpass but each Merchant should revise this sample, if used, to reflect the terms of such Merchant's pass program for its employees. SSRC is not responsible for disagreements between merchants and employees arising from the use of an agreement or the Merchant Program.

PAYMENT: I understand and agree that:

1. This agreement and initial payment must be received and on file in the Main Ticket Office before any passes can be processed for employees of the Merchant.
2. If purchased by **November 15th 2018**, SSCRA members are eligible to purchase adult Steamboat passes at the rate of \$999 with an initial non-refundable deposit of \$99 per pass. Passes are valid at Steamboat only.
3. After the 11/15/18 deadline the deposit option will not be available and all pass purchases must be paid in full. As well, any affidavits presented after 12/31/18 must be accompanied by full payment. The \$99 deposits are non-refundable, however will be applied to any balance due 1/15/19.
4. Night skiing pass may be added to any pass at the rate of \$49. This add-on must be indicated on the affidavit by the Merchant Pass administrator at the time of redemption by the employee. The amount will be billed to the Merchant. We are unable to accept payment from the employee.
5. The total balance due is to be paid no later than **January 15, 2019**. Single pass accounts are due in full by **12/1/2018**. Each merchant will be provided with a Statement of Account the first week of January, 2019 (single pass accounts the week of Nov. 26th 2018). If you would like to receive your statement prior to that date please contact Pre-Sold Services at 970-871-5269.
6. Any late payments to the Merchant Program may result in the cancellation of all passes issued and indefinite discontinuation of participation in program by Merchant. Bad checks from Merchant will result in cancellation of passes and/or affidavits of employment until resolved. A bad check fee of \$75 per check will be assessed. Ownership of each pass resides with the Merchant and the Merchant is responsible for all payments regardless of collection from employees.
7. Existing chamber members must be in good standing for 2018 by 11/10/18.

TRANSFER: I understand and agree that:

1. The Merchant Pass may be transferred one time with a \$50 fee if the employee quits, is terminated, has a valid medical condition or is hired by SSRC.
2. Passes cannot be transferred if the pass was misused, skiing/riding privileges have been suspended or revoked, and/or is being held by authorities as evidence.
3. Merchant transfers must be completed by April 1st, 2019. No Transfers are allowed during the summer season. Employees may not lend or transfer passes or affidavits.

REFUNDS: I understand and agree that:

1. Season pass insurance is NOT available to passes purchased through the Merchant Pass Program.
2. Refunds will be given only for valid documented medical reasons preventing the pass holder from skiing the remainder of the season or if the pass holder is hired by SSRC. A USAGE FEE WILL BE APPLIED FOR EACH USED DAY ON THE PASS. Passes cannot be used after the initial onset of the symptoms in order to be eligible for a refund.
3. Medical Refunds must be requested by the Merchant (if the Merchant is not able to transfer the pass to another employee), and may take 30-45 days to process. Accounts with high activity may result in credit balances remaining on account until the end of the season. Refunds are subject to a \$50 processing fee. The \$99 deposit is non-refundable, except that unused deposits paid by the Merchant for unissued passes may be credited to the Merchant Account to reduce the balance due for the 2018/19 Ski Season.
4. Any approved refund will be made payable directly to the Merchant.
5. No refunds will be given for medical problems occurring after March 15, 2019, and no requests will be accepted for refunds after March 31, 2019.

REDLINE: I understand and agree that:

1. A Pass can be redlined by the employer only if the employee has been terminated. Passes may not be redlined for Merchant disciplinary reasons.
2. The Merchant must contact Pre-Sold services to initiate the redline of a pass. Once redlined, the pass may not be reactivated for that individual for the duration of the season.

Company Name: _____ Phone#: _____

Mailing Address: _____ Email: _____

I have read this agreement and agree to abide by the terms stated above: _____

(Signature) Company Officer Title Date

I have designated the following person to administer the Merchant Pass Program for our company:

Print Name of Program Administrator (Signature) Program Administrator Date

Number of Affidavits: _____ x Rate of \$99 (Deposit per Pass) = \$ _____ (Total Pass Deposit Due)

Date Received: _____ Check #: _____ Check Amount _____ Received By: _____