

Merchant Name: \_\_\_\_\_

IP# \_\_\_\_\_



STEAMBOAT SPRINGS CHAMBER RESORT ASSOCIATION / STEAMBOAT SKI & RESORT CORPORATION
**MERCHANT PASS PROGRAM AGREEMENT 2019/2020**

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 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 12/1/19 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.

An AFFIDAVIT OF EMPLOYMENT will be provided by SSRC to the Merchant for each pass purchased after SSCRA membership is verified. 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.

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.

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

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 1st 2019, SSCRA members are eligible to purchase adult Steamboat passes at the rate of \$999 with an initial non-refundable deposit of \$99 per pass.
3. After the 11/1/19 deadline the deposit option will not be available and all pass purchases must be paid in full.
4. Night skiing pass will be complimentary on all 2019-2020 season adult Merchant Passes including dependent passes.
5. The total balance due is to be paid no later than January 15, 2020.
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.
7. Existing chamber members must be in good standing for 2019 by 11/1/19.

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, 2020. No Transfers are allowed during the summer season.

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.
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.
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, 2020, and no requests will be accepted for refunds after March 31, 2020.

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:

\_\_\_\_\_ (Signature) Program Administrator Date
Print Name of Program Administrator

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

Date Received: \_\_\_\_\_ Check #: \_\_\_\_\_ Check Amount \_\_\_\_\_ Received By: \_\_\_\_\_