

Reservation No:

Account:

Invoice No:



SKI & RESORT CORPORATION

STEAMBOAT SPRINGS CHAMBER RESORT ASSOCIATION / STEAMBOAT SKI & RESORT CORPORATION
MERCHANT PASS PROGRAM AGREEMENT 2011/2012

I, the undersigned, declare that I am a Business Member of the Steamboat Springs Chamber Resort Association and am eligible to purchase STEAMBOAT MERCHANT PASSES for my employees. I understand that the passes will be the property of the Merchant purchasing the pass, 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 24, 2011.

I understand that:

- Passes may only be issued to my employees on the payroll who work a minimum of 20 hours per week (either winter seasonal or year round).
• Employee spouses who do not meet the above criteria are not eligible.
• Proof of employment by a current paycheck stub may be required.
• All payments must be made with a Merchant check (credit cards, personal checks, cash, money orders, etc. will not be accepted).
• Barter or sale of Affidavits or Passes to anyone other than eligible employees under the Merchant Program is illegal under Colorado law.

The Rules and Conditions Governing Season Pass Use and the Skier Responsibility Code are the same 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 Steamboat's SlopeWise policy.

An AFFIDAVIT OF EMPLOYMENT will be provided by the Ski Area 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. E-mail delivery option available below.

The Ski Area is on U.S. Forest Service land. Therefore Merchants may not charge their employees more than they are paying to the Steamboat Ski & Resort Corporation for the pass. All Merchant transactions pertaining to actual season pass issuance will be handled by the Main Ticket Office located in the Gondola Building. All billing and other account transactions will be facilitated by Finance's Pre-Sold Services department. I understand that any misuse of this program will result in the loss of all Merchant Pass Program privileges.

I understand that the Ski Area recommends that each participating Merchant enter into a simple written agreement with their employees which explains the employee's rights to either purchase the pass or forfeit his payments made previously (download the employee/merchant agreement at www.steamboat.com/merchantpass).

PAYMENT: I understand that:

- 1. This agreement and initial payment must be recorded and on file in the Main Ticket Office before any passes can be processed for employees of the Merchant.
2. If purchased by 8/15/11, Steamboat Springs Chamber Resort Association members are eligible to purchase Adult Steamboat Pre-Season Passes for \$929, Steamboat/Winter Park Unlimited Pre-Season Passes for \$1,004 or Pure 15 Day Pre-Season Passes for \$719 with an initial deposit of \$99 per pass.
3. If purchased by 12/31/11, Steamboat Springs Chamber Resort Association members are eligible to purchase Adult Steamboat Regular Season Passes for \$1,239, Steamboat/Winter Park Unlimited Regular Season Passes for \$1,314, or Pure 15 Day Regular Season Passes for \$919 with an initial deposit of \$99 per pass. After 12/31/11, the deposit option will no longer be available and all passes must be paid in full.
4. Important! After the 8/15/11 deadline, the applicable rates for any additional passes will be the regular season rates as stated in #3. Please plan accordingly.
5. The total balance due is to be paid no later than January 13, 2012. Payment must be made with a Merchant check. Payments not made on time will result in the redline of all employee passes associated with the Merchant contract. Each merchant will be provided with a Statement of Account on January 2, 2012. If you would like to receive your statement prior to that date please contact Pre-Sold Services at 970-871-5269.
6. Any affidavits redeemed after the January 1, 2012 bill preparation date must be accompanied by full payment in the form of a Merchant check.
7. Any late payments to the Merchant program may result in the cancellation of passes issued and discontinuation of participation in program by Merchant. Bad checks from Merchant will result in cancellation of passes and/or Affidavits of Employment until resolved.
8. Although participation in the Fly Steamboat Program is not a requirement of the Merchant Pass Program, contributions to the program are highly encouraged as they fund our nonstop air program into Yampa Valley. Please indicate below if you are interested in making a contribution to the program.

TRANSFER: I understand that:

- 1. The Merchant Pass may be transferred one time (per pass) if the employee quits, is terminated, has a valid medical condition or is hired by the Ski Area.
2. There will be a transfer fee of \$50 that must be paid with a Merchant check and turned into the Main Ticket Office along with the Transfer Authorization Form.
3. No transfer will be made until transfer fee is paid and proof of employment for new pass holder is provided.
4. Passes cannot be transferred if it was misused, skiing/riding privileges have been revoked, and/or being held by authorities as evidence.

REFUNDS: I understand that:

- 1. 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 the Ski Corporation and is therefore eligible for a complimentary pass. A PREDETERMINED USAGE FEE WILL BE APPLIED FOR EACH USED DAY ON THE PASS. Passes can not be used after the initial onset of the symptoms in order to be eligible for a refund. In the case of pregnancy skier must not ski after original diagnosis of pregnancy.
2. Refunds must be requested by the Merchant if the Merchant is not able to transfer the pass to another employee, and may take up to 60 days to process. Accounts with high activity may result in credit balances remaining on account until the end of the season.
3. Any approved refund will be made payable directly to the Merchant.
4. No refunds will be given for medical problems occurring after March 15, 2012.
5. No requests will be accepted for refunds after March 31, 2012.

REDLINE: I understand that:

- 1. A Pass can be redlined by the employer if the employee has been terminated. Passes may not be redlined for disciplinary reasons.
2. The Merchant who has signed this agreement must contact Pre-Sold Services to request assistance. A \$50 fee will be charged to initiate the redline process. After the \$50 fee, in the form of Merchant check, is received by the Steamboat Ski & Resort Corporation, the pass will be redlined. If the Merchant chooses to then transfer the pass, the \$50 fee will be applied to the transfer.

Company Name: Phone#:

Mailing Address:

Physical Address: Fax #:

I have read this agreement and agree to abide by the terms stated above: (Signature) Company Officer Title Date

* Would you like to receive your affidavits via e-mail? Yes No E-mail Address:

* Would you like to make a contribution to the Fly Steamboat Air Program? Yes No E-mail Address:

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 Steamboat Passes: x Rate of \$99 (Deposit per Pass) = \$ (Total Pass Deposit Due)
Number of Steamboat / WP Unlimited Passes: x Rate of \$99 (Deposit per Pass) = \$ (Total Pass Deposit Due)
Number of Pure 15 Day Passes: x Rate of \$99 (Deposit per Pass) = \$ (Total Pass Deposit Due)
\$ (Total Deposit Due)

Date Received: Check #: Check Amount Received By: