

# STEAMBOAT MERCHANT PASS PROGRAM EMPLOYEE/MERCHANT AGREEMENT

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and

between \_\_\_\_\_ and \_\_\_\_\_  
(herein referred to as "Merchant") ("Employee")

The Merchant is the owner of certain Season Ski Passes (referred to as "Pass") for the 2011-2012 Ski Season at the Steamboat Ski Area. The Pass has been acquired with the knowledge of the Steamboat Ski and Resort Corporation and that the Pass will be issued to an "Employee" of this establishment to assist the Employee with the purchase of the Pass on an installment basis.

The Merchant will be responsible for paying the Steamboat Ski and Resort Corporation for the Pass, and the Employee will reimburse the Merchant for the price of the Pass.

The Merchant and Employee hereby agree as follows:

- 1) Merchant agrees to sell to Employee and Employee agrees to purchase a Pass for the 2011-2012 Ski Season at the Steamboat Ski Area.
- 2) The Pass will be owned at all times by the Merchant, but will bear the Employee's name and photograph for identification purposes. If at any time prior to the completion of the stated payment schedule, the Employee ends his employment with the Merchant, or if the Merchant should terminate Employee for just cause:  
 (A) The Merchant may grant the employee the option to complete full payment of the Pass to the Merchant and retain the Pass for the remainder of the 2011-2012 Ski Season.  
or:  
 (B) The Merchant may require the Employee to surrender the Pass to the Merchant and it will be immediately voided. All monies paid to the Merchant for the purchase of the Pass pursuant to this Agreement are non-refundable.
- 3) Employee agrees to abide by the rules and regulations associated with the Pass, as are established by the Steamboat Ski & Resort Corporation.
- 4) Employee is acquiring this Pass of his own free volition and is aware that the Pass may be purchased directly from the Steamboat Ski & Resort Corporation at whatever price may be set by the Steamboat Ski & Resort Corporation.
- 5) Employee understands that the Merchant is not the issuing agent for the Pass for the Steamboat Ski & Resort Corporation, but is merely providing Employee with a convenient method to purchase the Pass on an installment basis in consideration of Employee's employment. Employee, his/her heirs and personal representatives, therefore agree to hold Merchant harmless from any and all claims for injuries which Employee may sustain while using this Pass.
- 6) In consideration of Merchant providing the Pass for *distribution* to Employee, Employee will provide payment to the Merchant according to the following schedule:  
(A) An initial payment to be made upon completion of this agreement to the Merchant in the amount of \$ \_\_\_\_\_, and;  
(B) A payroll deduction of \$ \_\_\_\_\_ commencing with the pay period ending on \_\_\_\_\_, and continuing with the following \_\_\_\_\_ successive pay periods up to and including \_\_\_\_\_.
- 7) Merchant will not charge interest or service fees for this Agreement.

EMPLOYEE: \_\_\_\_\_

MERCHANT: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Affidavit #: \_\_\_\_\_ Date Issued: \_\_\_\_\_