

# ProPass Service Agreement

**BETWEEN:** (NAME OF COMPANY OR AGENCY)

And: KELOWNA REGIONAL TRANSIT

**WEREAS:**

- (COMPANY OR AGENCY) will promote ProPass and other Transportation Demand Management policies to encourage employees to use alternative modes of transportation to reduce the number of employees travelling in single occupancy vehicles to and from work.
- And Kelowna Regional Transit will assist (COMPANY OR AGENCY) in encouraging employees by making monthly bus passes available at a discounted rate to provide to (COMPANY OR AGENCY) employees through the purchase of 4 consecutive months of transit passes.

**EMPLOYER INFORMATION:**

Company name: \_\_\_\_\_

Address: \_\_\_\_\_ Postal code: \_\_\_\_\_

Contact: \_\_\_\_\_ e-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Invoicing contact if different from above: \_\_\_\_\_

Invoicing contact e-mail \_\_\_\_\_

Type of business: \_\_\_\_\_

**Company Authorization**

I have read agree to the "Terms and Conditions" below from Kelowna Regional Transit.

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ProPass Service Agreement

## Order Form

### Item #

1. Number of individuals registered for ProPass: \_\_\_\_\_
2. Pass Period start date: Year \_\_\_\_\_  January 1  May 1  September 1
3. Invoiced Amount (Item # 1 x 4 months x Monthly Rate): \_\_\_\_\_
4. Employer Monthly Remittance (Item # 3 / 4 months): \_\_\_\_\_

<i>ProPass Program</i>	Corporate Membership		
Description	Bronze	Silver	Gold
Number of employees registered for ProPass	3-9	10-19	20 or more
Discount off of regular Adult Monthly transit pass	10%	12.5%	15%
Invoiced Amount	\$216.00	\$210.00	\$204.00
Monthly Rate*	\$63.00	\$61.25	\$59.50

*\*Monthly Rate is based on a regular "Adult Monthly" transit pass (currently \$70.00) which is subject to change. Kelowna Regional Transit will provide written notification of rate increases for an "Adult Monthly" pass with at least 15 days notice prior to the next Pass Period (January 1<sup>st</sup>, May 1<sup>st</sup>, and September 1<sup>st</sup>).*

### Company Authorization

I have read agree to the "Terms and Conditions" below from Kelowna Regional Transit.

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ProPass Service Agreement

Please submit Order Form 15 days prior to the start of each Pass Period to:

Revenue Branch, City Hall, 1435 Water St., Kelowna, BC V1Y 1J4 or Fax: 250 862- 3391 or email: revenue@kelowna.ca

## TERMS AND CONDITIONS

1. *Definitions* - In addition to terms defined elsewhere in this agreement, the following terms have the following meanings:

“**Employee**” means a regular, full-time or part-time employee of the Employer, or such other category of employee as authorized in writing by Kelowna Regional Transit.

“**Enrolment Contract**” means the ProPass Service Agreement signed by an Employer, as amended from time to time.

“**Employee Contract**” means the Propass Enrolment Application agreement signed by an Employee, as amended from time to time.

“**Passholder**” means an Employee, including a former Employee, who has signed an Employee Contract and holds a regular “Adult Monthly” transit pass.

“**Pass Period**” means the 4 consecutive months for which passes are purchased, starting January 1<sup>st</sup>, May 1<sup>st</sup> or September 1<sup>st</sup>.

### 2. *Term and Termination:*

(a) *Term* - This agreement will commence on the Pass Period start date shown above and will continue for a minimum of 4 months, at which point it may be terminated in accordance with section 2(b).

(b) *Termination* - Either party may terminate this agreement upon at least 15 days notice of the next Pass Period with written notice to the other party. Despite any other term of this agreement, if at any time the number of monthly Passholders falls below 3 or the Employer fails to comply with this agreement, Kelowna Regional Transit may terminate this agreement given at least 15 days notice of the next Pass Period with written notice to the Employer.

(c) *Effect of Termination* - Termination of this agreement will result in automatic termination of all Employee Contracts effective the termination date of this agreement. The Employer must give notice of termination to Passholders.

3. *Employer Responsibilities* - In consideration of Kelowna Regional Transit providing the benefits of the ProPass to its Employees, the Employer agrees to encourage transit use among its Employees and will administer and facilitate the management of ProPass at its workplace, including performing the following functions and responsibilities:

(a) *Program Administration and Management* - The Employer will implement and administer ProPass at its workplace(s) in accordance with processes created by Kelowna Regional Transit as modified from time to time.

# ProPass Service Agreement

(b) *Communication* - The Employer will post, distribute or otherwise make known to Employees any information provided by Kelowna Regional Transit, including any changes or modifications to the Enrolment Contract, that would be of interest to Employees in general or affect Passholders.

(c) *Order Forms* - the Employer will provide Kelowna Regional Transit with an updated Order Form 15 days prior to the start of each Pass Period.

(d) *Payroll Deduction* -The Employer is responsible for making arrangements for payroll deduction with employees and submitting a single monthly payment to Kelowna Regional Transit.

(f) *ProPass Coordinator* - The Employer will appoint a ProPass Coordinator to administer ProPass on behalf of the Company in accordance with the requirements of Kelowna Regional Transit.

(g) *Pass Distribution* - The ProPass Coordinator is responsible for distributing monthly passes to employees. Four (4) months of passes will be provided to the Employer at the start of each Pay Period.

#### 4. *Remittance:*

(a) *Invoice* - Prior to the start of each Pass Period, Kelowna Regional Transit will mail out the transit passes and invoice the Employer the full amount due based on item # 3 (Invoiced Amount) of the Order Form.

(b) *Payment* - It will be the Employer's responsibility to remit on or before the last day of each month, of each Pass Period, item # 4 (Employer Monthly Remittance) of the Order Form.

(b) *Default in Payment* - Kelowna Regional Transit reserves the right to refuse to provide passes if any payments due and owing to Kelowna Regional Transit by the Employer are outstanding.

5. *Protection of Privacy* - Kelowna Regional Transit is subject to the *Freedom of Information and Protection of Privacy Act (British Columbia)* and is required to comply fully with all provisions of that Act, including as they relate to disclosure of information.