

By signing, you agree to the following 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 City of Kelowna.

“**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 1st, May 1st or September 1st.

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, City of Kelowna 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 City of Kelowna 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 City of Kelowna as modified from time to time.

(b) *Communication* - The Employer will post, distribute or otherwise make known to Employees any information provided by City of Kelowna, 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 City of Kelowna 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 City of Kelowna.

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

(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*, City of Kelowna 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* - City of Kelowna reserves the right to refuse to provide passes if any payments due and owing to City of Kelowna by the Employer are outstanding.

5. *Protection of Privacy* - City of Kelowna 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.

6. Additional terms are listed below:

- I authorize the employer to deduct the above agreed upon discounted rate of a Adult Monthly transit pass from the first pay period of each month starting on the date indicated above.
- I understand that payments are due every month for a minimum of 1 ProPASS Period (4 months). No refunds will be considered during this time.
- I understand that payroll deductions will continue indefinitely unless I formally withdraw from the program in writing at least 15 days prior to the next ProPASS Period. ProPASS Periods begin on January 1st, May 1st or September 1st.
- Lost or stolen passes will be subject to a replacement fee and will be available through the City of Kelowna.
- If I leave the employment of the employer within the ProPASS Period, I acknowledge that any amount owing for that ProPASS Period will be deducted from my last pay cheque as permitted by law. This agreement will then be terminated.

- Passes are non-transferable and not to be resold. Employees found to be in breach of this contract may be subject to penalties and/or prosecution.
- Rates are set by the City of Kelowna and are subject to change. The City of Kelowna will give employers written notice of increases at least 15 days prior to the next pass period.
- The employer is responsible for all communication with employees, including rate increases.
- At the end of each tax year, the employer will supply all participating employees with a record of all eligible payments made in that year. Application for the federal tax credit for public transit passes is the sole responsibility of each employee.
- Participation in this program is subject to the Terms and conditions established by the City of Kelowna, outlined in the accompanying Terms and Conditions document.
- There is an agreement between the employer and City of Kelowna for the ProPass program and this agreement may be terminated by either party given at least 15 days notice of the next Pass Period.
- Amendments to this or any contracts between the City of Kelowna, Employers and Employees will be made with at least 15 days written notice.