

**2020/21 The Spirit Pass Agreement**

**S A M P L E (50% end-of-season bonus)**

**Note to reader**

This contract sample allows you to turn the Spirit Pass into a true Recruitment & Retention tool. The sample assumes that 50% of the Spirit Pass cost (50% of $1,273 = $636.50) will turn into an end-of-season benefit. The remaining 50% of the cost represent an advance to the employee and will be deducted from wages.

We recommend reviewing the contract to align it with your company goals and practices and replacing COMPANY with your organization’s name and logo.

**(COMPANY LOGO)**

**2020/21 The Spirit Pass Contract**

**S A M P L E (50% end-of-season bonus)**

COMPANY wants to help you enjoy and make the most of your time in Whistler. The following agreement describes our investment and your commitment for the 2020/21 winter season.

1. We will purchase a Spirit Pass on your behalf, 50% of which represents an allowance and 50% of which represents an advance. The allowance of $\_\_\_ will appear on the CRA T4 as income. The advance will be deducted equally over 8 pay periods from December 15, 2020 to March 31, 2021.
2. The Spirit Pass is the property of COMPANY. If you cease employment with COMPANY prior to March 31, 2021, you will be required to pay the COMPANY   
   1. a prorated amount in respect of the allowance awarded depending on your termination date (see paragraph 3) and
   2. the balance owing on the amount advanced. The total amount will be deducted from your last pay cheque.
3. If you stay with our COMPANY until March 31, 2021 the Spirit Pass allowance will turn into an end-of-season bonus. If your employment ceases prior to March 31, 2021, you will repay the following amounts

|  |  |
| --- | --- |
| **If employment ceases…** | **Amount owed to COMPANY for Spirit Pass** |
| Prior to Dec 31, 2020 | $636.50 |
| Between Jan 1 and Jan 31, 2021 | $500 |
| Between Feb 1 and Feb 28, 2021 | $425 |
| Between Mar 1 and Mar 31, 2021 | $375 |

1. If you cease employment with COMPANY and would like to retain the Spirit Pass, you will need to provide proof to the COMPANY with a local organization that participates in the 2020/21 Whistler Experience program.
2. If you DO NOT take the Spirit Pass, you can receive reimbursement of up to $\_\_\_ plus GST for costs associated with any other health and wellness program that benefits you directly and personally. Invoices for such alternative health and wellness programs must be submitted to COMPANY no later than April 30, 2021 so that reimbursement can proceed in a timely manner.   
     
   If you cease employment with COMPANY prior to March 31, 2021, you will be required to pay the COMPANY a prorated amount in respect of the allowance awarded that is dependent on the termination date (see paragraph 3 above).

**Acceptance**

By signing this agreement I agree to abide by the terms and conditions of the 2020/21 Spirit Pass Contract and the rules of the Whistler Experience and Whistler Blackcomb Spirit Pass Holder Terms and Conditions. I understand that the mountains can be a dangerous environment and agree to indemnify COMPANY from any action that occurs on the mountains while I am using the Spirit Pass.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

Name Signature Date