

## **PAYMENT PLAN BILLING AGREEMENT**

### **INSTALLMENT PAYMENT TERMS AND CONDITIONS**

### **AND CREDIT CARD BILLING AGREEMENT**

#### ***(Please Read Carefully)***

You, the purchaser (the “Purchaser”) are purchasing the pass product(s) (“Product”) from Ski Marmot Basin LP (“Marmot Basin”) with the understanding and agreement that Marmot Basin is authorized to charge your debit or credit card (“Card”) for the purchase price in installments. By completing the online purchase, you agree to the Installment Payment Terms and Conditions and Credit Card Billing Agreement (“Agreement”), you authorize Marmot Basin to charge your designated Card for the Product(s) on an installment basis and you agree to abide by the following terms and conditions:

1. Charges for the Product will be paid in installments and its privileges and benefits are non-transferable and non-refundable.
2. Purchaser agrees to pay the first installment fee at time of purchase. All subsequent installment fees will be charged as outlined in this Agreement. The Card that you provide may subsequently be charged: i) additional times according to the payment schedule, and/or ii) for any outstanding account balance.
3. Purchaser guarantees payment to Marmot Basin for the Product via charges to Purchaser’s Card on file and acknowledges that Marmot Basin will charge the Card on file for the Product. This Agreement cannot be cancelled by Purchaser prior to the completion of all installment payments.
4. Purchaser acknowledges that a signature will not be required for charges made to the Card and that it is the Purchaser’s responsibility to pay all Card charges, including instances in which a signature is not captured. Marmot Basin will not be required to ask for identification for charges made to the Card, including for any direct access charges. Purchaser agrees that Marmot Basin will assume the person accepting charges with the Card has the authority to do so, and Purchaser is solely responsible for all charges.
5. In the case of a declined charge, all Product privileges, including pass privileges, associated with the Card will be temporarily suspended until any outstanding amount(s) have been collected. A \$45 (+GST) administration fee per pass will be charged for declined charges. At the sole discretion of Marmot Basin, Product privileges may be revoked permanently for multiple declined charges. A revocation of Product privileges as a result of multiple declined charges does not relieve Purchaser from their obligation to make Product installment payments.
6. Purchaser acknowledges that it is their responsibility to notify Marmot Basin of any Card changes including, but not limited to, credit card numbers, expiration dates and names of the credit card holder(s) (additions or deletions). Changes can be made by contacting Marmot Basin at [tickets@skimarmot.com](mailto:tickets@skimarmot.com) or by calling 780-852-3816.
7. Purchaser agrees that Marmot Basin can pursue all avenues of collection, including the use of collection agencies, to recover all charges and any other unpaid amounts due. Purchaser shall be

responsible for all costs, commissions, charges, fees and expenses incurred in collecting amounts due under this Agreement, including reasonable legal fees, resulting from failure to pay such amounts when they are due.

8. Purchaser may terminate this Agreement only in writing by mail or email by mailing or emailing, as applicable, a termination request to the following mailing address or email address: tickets@skimarmot.com or Ski Marmot Basin, PO Box 1300, Jasper, Alberta T0E 1E0. Purchaser is responsible for any charges applied prior to the termination of this Agreement. Purchaser shall be responsible for all charges on a claimed lost or stolen card until the cardholder notifies Marmot Basin to terminate this Agreement as required in the Agreement. Purchaser agrees that Marmot Basin may change this Agreement as allowed by applicable law. This may include changing, adding, or removing terms. Marmot Basin may do this in response to legal, business, or other reasons not listed here.

9. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable. Marmot Basin reserves the right to modify this Agreement at any time and will provide you notice if it does so.