



COMMUNITY PASS PROGRAM RESIDENT ENROLMENT CONTRACT

PLEASE PRINT CLEARLY

COMMUNITY: UniverCity	COMMUNITY REPRESENTATIVE: SFU Community Trust
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Resident #1:

Last Name First Name

Unit Number

Resident #2:

Last Name First Name

Street Address

City/Province/Postal Code

If more than 2 residents in a unit applying, complete a separate enrolment contract for additional residents

Phone Number (Home)

In this contract, the following terms will have the following meanings:

- (a) "Commitment Period" means the minimum period a person is obligated to participate in the Community Pass Program, which commences the Effective Date and continues for 12 consecutive months thereafter.
- (b) "Community" means the residential development identified above.
- (c) "Community Pass" or "Pass" means the photo identification card issued by TransLink as part of its Community Pass Program.
- (d) "Community Pass Program" or "Program" means the program operated by TransLink that enables residents in designated communities to purchase a transit pass valid for a fixed period at the rate(s) set out in the Transit Tariff.
- (e) "Community Pass Rate" means the rate payable for a Community Pass as set out in the Transit Tariff.
- (f) "Community Representative" means the community representative identified above.
- (g) "Conventional Transit" means regularly scheduled public transit service utilizing buses (including community shuttles), SkyTrain and SeaBus; but does not include West Coast Express Service (including TrainBus service), handyDART service, or any premium, special or new transportation service offered by TransLink.
- (h) "Effective Date" means the effective date of enrolment in the Community Pass Program indicated below.
- (i) "Master Agreement" means the agreement between the Community Representative and TransLink to make the Community Pass Program available to residents of the Community.
- (j) "Program Administrator" means person designated to administer the Program on-site at the Community.
- (k) "Proof of Residence" means written and independent proof, satisfactory to TransLink and the Community Representative, that confirms primary residence in the Community, and may include a utility, telephone or cable bill, driver's license or property transfer documentation.
- (l) "Transit Tariff" means the Greater Vancouver Transportation Authority Transit Tariff as amended from time to time.
- (m) "TransLink" means the Greater Vancouver Transportation Authority.

Collection and Use of Personal Information

I understand that TransLink and the Community Representative must collect, retain and use my personal information to operate the Community Pass Program, including to: (1) confirm my eligibility to participate; (2) provide me with a Pass (including replacements and renewals), (3) enable me to participate on a continuing basis; and (4) permit collection and enforcement of payment; and I consent to such collection, retention and use. I am aware that such collection, use and retention is authorized by section 26(c) of the *Freedom of Information and Protection of Privacy Act* for the purpose of ensuring the proper administration of the Program.

I further understand that each time I use my Pass to access transit services, such use may be electronically recorded and may be used by TransLink for internal purposes to assess the effectiveness of the Community Pass Program and use of transit service and to provide benchmarks for the Community Pass Program and service enhancements. I understand that such information is collected and will be used for statistical analysis only and its disclosure will be in the aggregate only and will not include any information that may specifically identify me.

If I have any questions on the collection of my personal information, I can contact TransLink's Program Manager at 1600 – 4720 Kingsway, Burnaby, BC V5H 4N2, tel: 604- 453-4619.

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS CONTRACT (INCLUDING AS SET OUT ON PAGE 2) AND AGREE TO PARTICIPATE IN THE PROGRAM EFFECTIVE THE FIRST DAY OF _____, 20____ (THE "EFFECTIVE DATE") AND CONTINUING FOR A MINIMUM OF 12 CONSECUTIVE MONTHS THEREAFTER.

RESIDENT #1 SIGNATURE

DATE

RESIDENT #2 SIGNATURE

DATE

NOTE: Where resident is under 18 years, parent/guardian must sign of resident's behalf and relationship noted beside the signature.

ADDITIONAL TERMS - PLEASE READ CAREFULLY

1. **Eligibility Criteria** – I understand that to participate in the Program I must be a resident of the Community. I hereby confirm that I am a resident of the Community. I agree to provide Proof of Residence upon enrolment and as requested from time to time to confirm my continued eligibility to participate in the Program. I further understand that participants of TransLink's U-Pass Program are not eligible to participate in this Program and confirm I am not a participant of the U-Pass Program.
2. **Photo Session** – I understand that I must have my photograph taken for my Pass and am responsible for attending photo sessions arranged by TransLink.
3. **Enrolment Fee** - I attach a non-refundable enrolment fee of \$50 for my Pass.
4. **Minimum Commitment and Withdrawal** – I understand and agree that my obligation to participate in the Program and make payments is for a minimum term of 12 consecutive months commencing the Effective Date and I cannot withdraw from the Program during the Commitment Period. After the Commitment Period and upon surrender of my Pass I can withdraw from the Program upon one month's written notice.
5. **Obligation to Pay** – I understand and agree that I must pay for my Pass in accordance with the payment schedule established by the Community Representative until I have surrendered my Pass. I am aware that in the event of non-payment, I could be subject to legal action and/or confiscation/cancellation of my Pass. I am further aware that I will not receive any renewal or replacement Pass if any payments are outstanding.
6. **Automatic Annual Renewal** – I am aware that my Pass is valid until December 31st of each year provided no payments are outstanding and I continue to meet the eligibility criteria. I understand that I must obtain a new Pass each calendar year and TransLink has the right to withhold providing a renewal Pass until any amounts owing to TransLink by me or the Community Representative are paid in full and I have provided proof of continued eligibility.
7. **Termination of Program** – I understand that my ability to participate in the Program arises from an agreement between the Community Representative and TransLink, and is subject to TransLink continuing to offer the Community Pass Program. If TransLink discontinues the Program or the Master Agreement expires or is terminated, this contract will automatically end as of the date of discontinuance of the Program or expiration or termination of the Master Agreement and I will be required to surrender my Pass.
8. **Replacement Pass** – I will immediately notify the Program Administrator if my Pass is lost, stolen or requires replacement. I will receive a replacement Pass if all amounts owing by me have been paid and upon payment of a \$50 replacement fee. My Pass will be replaced without charge if it de-activated, worn out, faded or is otherwise defective, provided I return the defective Pass.
9. **Pass Benefits**– I understand that my Pass is valid as proof of payment for use of Conventional Transit across all zones and for fare reductions and special fares as described in the Transit Tariff for use of West Coast Express (including TrainBus), until the expiry date shown on the Pass, provided I have made all required payments.
10. **Change in Rate** – I understand that any benefits associated with the Community Pass Program and the Community Pass Rate applicable from time to time are set out in the Transit Tariff and are subject to change. I agree to comply with the terms and conditions of the Transit Tariff.
11. **Ownership** – I understand that even though my Pass contains my personal information, the Pass remains at all times the property of TransLink and I must surrender it when requested to do so.
12. **Use and Non-Transferability** – I understand that my Pass is for my use only and is not transferable. I understand that I must produce my Pass for inspection upon request and must provide additional identification confirming that I am the person shown on the Pass upon request. I further understand that failure to produce additional identification, use of my Pass by any other person or any other misuse, including alteration, is a breach of this contract and the Transit Tariff and may result in penalties and/or prosecution, confiscation of my Pass and/or cancellation of my participation in the Program. I agree that any misuse of my Pass may result in my inability to participate in the Program in the future. **In the event a dispute arises as to the validity of my Pass, I agree to pay a valid fare and subsequently seek reimbursement of the fare in writing from TransLink.**
13. **Program Administration** – I am aware that the Program is being administered by the Community Representative and any questions or concerns I have with respect to the Program are to be directed to the Program Administrator.
14. **Notices** – Any notices from me must be delivered to the Program Administrator. Any notices from TransLink or the Community Representative to all participants in the Program in the Community may be given by posting such notice on notice boards in the Community or provided to the Program Administrator for distribution. Any notices from TransLink or the Community Representative restricted to me will be mailed or delivered to my address on page 1.
15. **Two Signatories** – I understand that if this contract is signed by two residents, all obligations are joint and several.

Enrolment Fee must be attached for each Pass requested. Proof of Residence required.