



Silver Star Resort Association dba Destination Silver Star in accordance with its bylaws, is seeking candidates with established business, finance, governance, and community leadership experience, to join its Board of Directors for the following positions and terms commencing May of 2025.

1. Residential Lodging
  - Rents their home long or short term – Two-year term, by advance vote (1 spot)
2. Hotel Lodging
  - Applies to owners in Silver Creek, Firelight, Snowbird, Lord Aberdeen, Chilcoot, Vance Creek, Pinnacles – Two-year term, by advance vote (2 spots)
3. Residential
  - Owns a unit that is not in the rental pool – Two-year term, by advance vote (1 spot)
4. Single Owner Hotel Lodging (Bulldog) – Two-year term, by acclamation
5. At Large – Two-year term, by advance vote (2 spots)
6. Commercial – Two-year term, by advance vote (1 spot)

Timeline:

- **April 15 – 21**  
Nomination period
- **April 28 – 30**  
Online nominee biography review
- **May 1– May 7**  
Election
- **May 9**  
Announce Results

Candidate requirements include property ownership in appropriate categories. The definition of each category and a “voting” member is defined within the SSRA Bylaws. The Bylaws can be found on the Annual General Meeting website: [Resources & Forms - Silver Star Resort Association \(destinationsilverstar.com\)](https://www.destinationsilverstar.com/resources/forms)

The primary responsibility of the Board of Directors (the “Board”) is to foster the long-term success of the Silver Star Resort Association consistent with the Board’s responsibilities to the members. In doing so, Board members are required to acknowledge, adhere to, and sign agreements and policies such as the terms of reference, confidentiality agreements, and bullying policies.

## Silver Star Resort Association Board Terms of Reference

The Silver Star Resort Association, dba Destination Silver Star (DSS), is governed by a 11-member Board of Directors (Board) – nine elected from its members and two appointed by Silver Star Mountain Operator. On behalf of its Members, the Board provides input and supports the vision, mission, strategic objectives, and priorities, contributes to, and approves the annual business plan, approves operating and capital budgets, and ensures continued financial viability and the fulfillment of the organization's mission.

The Board should reflect a breadth of experience, ensuring that the interests of a diverse membership remain core to the organization. Members are encouraged to speak with the resort association and representatives on the Board, as member input plays a vital role in our success.

As a director, it is expected that you will act in the best interests of the association as set out in the Terms of Reference, acting as an ambassador, living our purpose and vision with passion, energy, achievement, and respect.

Participation as a Director on the Board requires a commitment of time. Directors serve on a voluntary basis for two-year terms. Directors also participate in various Board committees.

The following provides an estimate of the anticipated required hours:

- Six to eight board meetings per year which are typically held in the late afternoon or early evenings to be decided as a collective.
  - Expect about 1-2 hours preparation time for each meeting.
- An onboarding session, typically for up to 2 hours, which can be held virtually.
- A daylong strategic planning meeting to review the destination landscape and develop frameworks for the upcoming year; typically held in early summer or September.
  - Expect 6-8 hours of preparation and time.
- Participation on 1 or 2 committees, which hold bi-monthly meetings.
  - Expect 1 hour preparation time. Each Director should participate in at least one committee. Current committees are Governance, Finance, Marketing/Events.

Directors are expected to be knowledgeable about Destination Silver Star business and to understand and support its mandate. When acting as a director, you should act in the best interests of the association.

Skills that will help you to be successful in this volunteer position include:

- Strategic analysis and planning
- Leadership experience
- Effective interpersonal and collaboration skills
- Financial literacy
- Understanding of digital technology trends
- Experience in Board governance
- Knowledge of the tourism industry and/or local government

## Duties and Responsibilities:

1. Provides input and supports DSS's Vision, Mission, Values and Strategic Priorities.
2. Establishing governance. The governing body of the organization is the Board of Directors, an elected and representative body, which is accountable to the membership-at-large for the development of all governance policy. The Executive Director is responsible for the execution of Board policies.
3. Ensuring consultation with stakeholders (industry and members) in the development process of policy and strategies.
4. Appointing the Executive Director and monitoring performance.
5. Reviewing the Executive Director performance annually against agreed-upon objectives and Board-approved policies.
6. Approving the organizational compensation.
7. Providing outside perspective on the strategic issues facing the organization.
8. Approving the Strategic Plan. The Executive Director and staff set the tactical plan in consultation with the appropriate committees.
9. Establishing clear objectives against which the organization's performance will be measured.
10. Approving annual operating and capital budgets.
11. Monitoring operational and financial results on a bi-monthly basis.
12. Approving annual audited financial statements.
13. Recommending appointment of external auditors and approving auditors' fees.
14. Ensuring the Executive Director identifies the principal risks facing the organization and implements appropriate systems/programs to manage the risks.
15. Ensuring that communication and consultation with stakeholders is effective, open, and appropriate.
16. Planning for Board succession (directors and officers).
17. Understanding the difference between governing and managing.
18. A Board or Committee member who is in a potential conflict of interest position on any matter under consideration must declare such conflict immediately. For example, a Director who is involved in a business relationship with SSRA is not at arms length and is therefore in conflict.
19. Respecting the confidentiality requirements of the Code of Conduct and Conflict of Interest Guidelines.
20. Signing and adhering to the Confidentiality Policy & Agreement.
21. Attend at least 70% of Board and Committee meetings. Notice of non-attendance should be at least two days prior to the impacted meeting.
22. Acting honestly and in good faith.

I ACKNOWLEDGE that I have read and considered the Terms of Reference Guidelines for Directors and agree to conduct myself in accordance with the Board Terms for Directors.

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*Signature*

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*Print Name*

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*Date*

## Confidentiality Policy & Agreement

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**Purpose:** Silver Star Resort Association requires all Board members to handle any and all sensitive business information regarding confidential materials, pending business transactions, partnerships, sales and acquisitions gained through the course of their regular duties in a confidential and appropriate manner.

We agree that if confidential information is not effectively protected, the operations and reputation of Silver Star Resort Association may be threatened and may suffer irreparably.

All Board Members of Silver Star Resort Association are required to keep all confidential information and relevant knowledge regarding the company confidential both during and after their term (for a minimum of 2 years after contract with Silver Star Resort Association has ended). These practices have been adopted as they have been deemed essential to the protection of Silver Star Resort Association.

### Confidentiality Agreement

In working for Silver Star Resort Association, Board members shall not divulge, disclose, provide or disseminate confidential information to any third party not employed by or associated with Silver Star Resort Association at any time, unless Silver Star Resort Association gives written authorization. Furthermore, confidential information shall not be used for any purpose other than its reasonable use in the normal performance of duties for Silver Star Resort Association. Reasonable efforts will be made to limit access to confidential information to only those who need to know the information and those persons will be advised that the information is to be kept confidential until it has been publicly disclosed by a Silver Star Resort Association spokesperson.

Insiders and employees having knowledge of undisclosed confidential information regarding Silver Star Resort Association or any third parties currently engaged in negotiations with Silver Star Resort Association to whom undisclosed confidential information may need to be disclosed, are prohibited from trading information of Silver Star Resort Association, or of any such third party until the information has been fully disclosed and widely disseminated. This includes but is not limited to proprietary knowledge, trade secrets, client or product information, strategic plans, and other information that is confidential and proprietary to the Association with individuals or outside parties.

### Acknowledgment and Agreement / Statement of Confidentiality

I, \_\_\_\_\_, acknowledge that I have read and understand the Confidentiality Policy and Agreement of Silver Star Resort Association. I agree to adhere to this agreement in its entirety. I agree to maintain confidentiality regarding the business or activities of Silver Star Resort Association, our clients, and the confidential business processes and practices of Silver Star Resort Association. Furthermore, I will protect the confidentiality of all assets created by Silver Star Resort Association by ensuring that they are kept on-site at its offices unless provided with written permission from Silver Star Resort Association and the client the materials have been created for. I understand that if I violate the rules set forth in the Agreement, I may face disciplinary action.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*