

**SKI BUS SERVICE AGREEMENT**  
**SMHG Management LLC,**  
**a Delaware limited liability company**  
**“Powder Mountain” 2023-2024**

This Ski Bus Service Agreement (this “Agreement”) is made effective the 9th day of December, 2023 (the “Effective Date”) by and between SMHG Management LLC, a Delaware limited liability company, whose notice address for purposes of this Agreement is P.O. Box 1119, Eden, Utah 84310 (hereinafter referred to as the “**Sponsor**”) and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, (“**UTA**”).

RECITALS:

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Both the Sponsor and UTA recognize the benefits of public transit for individuals, employers and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, Sponsor desires to participate in Ski Bus Service Agreement pursuant to the terms and conditions set forth in this Agreement including Exhibits “A and “B”.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Defined Term:
  - a. Authorized User: Administrator’s employees and season pass holders who have been issued a Pass in compliance with this Agreement.
  - b. Pass: A card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA’s transit system.
  
2. Term. So long as this Agreement has not been earlier terminated in accordance with Section 8 or otherwise in accordance with the terms of this Agreement, this Agreement shall be effective from the Effective Date through and including March 23, 2024. Options for day-to-day peak and non-peak service available for extension on a per day basis.

3. Ski Bus Service. UTA agrees to operate ski bus service on schedules and routes determined by the UTA and Snowbasin based on needs of Snowbasin and on an assessment of ridership demand as compared to resources available. Details can be found in Exhibit A.
4. Passes. Administrator shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
  - a. Authorized users under this agreement shall not exceed two-thousand (2000)
  - b. Additional users may be added at a negotiated fee in addition to the base purchase price found in Exhibit B. To request additional users, please send an email request to [kkunkel@rideuta.com](mailto:kkunkel@rideuta.com).
5. Pass Recognized as Transit Fare. For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, Microtransit, Streetcar, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.
6. Passes for Non-Connecting Services. It is the responsibility of the Administer to restrict use on these non-connecting services by making a written request to [efcooperations@rideuta.com](mailto:efcooperations@rideuta.com) or by indicating on the Administrator's bulk import file sent to [bulkimport@rideuta.com](mailto:bulkimport@rideuta.com) that the User's Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request or bulk import
7. Cost and Payment. In consideration of the obligations each party has assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each year during the Term as described in Exhibit B Payment shall be made in 3 equal installments, and UTA will invoice the Sponsor on January 1, February 1, and March 1 of each contract year. Payment shall be due within thirty (30) days after the invoice date.
  - a. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid for more than thirty days (30) days.

- b. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the service.
8. Confiscation and Unauthorized Use of Pass. UTA shall have the right to confiscate a pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an authorized user or if UTA reasonably believes the pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated passes and notify the Sponsor. If the pass is an Sponsor-provided card, UTA will return it to Sponsor.
9. Reporting
- c. Partner Website. The UTA agrees to provide the following information to Sponsor through [www.tap2rideuta.com](http://www.tap2rideuta.com) which may be accessed by Sponsor at any time: (1) Ridership- parameters include a date range with trip counts by pass number or service type; (2) active passes- a count of total active passes; (3) pass Summary- the current status of each pass, the pass number, and property field to the extent completed by Sponsor; and (4) action history- a summary of all changes made to passes. Sponsor may access this information at [www.tap2rideuta.com](http://www.tap2rideuta.com) by selecting “reports.”
  - d. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party Sponsors, the UTA will provide additional Authorized User ridership data to Sponsor upon request. Requests for additional ridership data must be emailed to [passprograms@rideuta.com](mailto:passprograms@rideuta.com).
  - e. Sponsor Data. Sponsor agrees to identify the type of each pass issued (employee or season pass-holder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Sponsor to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
  - f. Annual Ridership Report. The UTA will provide Sponsor with an annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Sponsor with a breakdown of EFC pass usage if Sponsor provides pass holder information through bulk import.

- g. Non-Connecting Service Report. The UTA will provide Sponsor with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.
10. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
11. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the parties.
12. Indemnification. UTA is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the “Act”). Nothing in this Agreement shall be construed to be a waiver by either UTA of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in the Agreement shall be so interpreted or construed. In the event of any conflict or inconsistency between the provisions of this section and any other provisions of this Agreement, the provisions of this section shall prevail.
13. Default. If either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days’ notice of such failure to perform, the non-defaulting party may terminate this Agreement.
14. Attorney’s Fees. The defaulting party agrees to pay the non-defaulting party’s costs and reasonable attorney’s fees in the event such are incurred to enforce any of the provisions of this Agreement.
15. Assignment. No party shall have the right to assign its right and obligations hereunder without the express written consent of the other parties.
16. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
17. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties,

give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

18. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.
  
19. Authorization. The persons executing this Agreement on behalf of a party represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.
  
20. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.
  
21. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If To:

Administrator		Utah Transit Authority
Attn:		Russ Fox
Address		669 West 200 South
Address 2		Salt Lake City, Utah 84101
City, State, Zip		

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

20. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

(The remainder of this page intentionally left blank; signature page to follow)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

**UTAH TRANSIT AUTHORITY**

**SMGH POWDER MOUNTAIN**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

By:  \_\_\_\_\_ Date: \_\_\_\_\_  
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Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

**WEBER COUNTY SKI SERVICE OPERATING PLAN 2023/2024**

A. Route. The Ski Bus Service will run route from the Ogden Transit Center, terminating at the Powder Mountain Ski Resort, as shown and depicted on the maps and schedules attached hereto. Buses travelling from the Powder Mountain to the Ogden Transit Center will travel the same routes, in the reverse direction. The routes are depicted on Exhibit 1 hereto.

B. Stops. The Ski Bus Service will stop at some or all of the following locations:

- Ogden Transit Center
- 24<sup>th</sup> Street & Lincoln
- 26<sup>th</sup> St. & Grant Ave (Ogden)
- 25<sup>th</sup> Washington Blvd.
- 23<sup>rd</sup> St. & Washington 12<sup>th</sup> Street and Washington Blvd
- Ogden Canyon Park and Ride
- Eden Powder Mountain Park and Ride
- Wolf Creek Resort
- Moose Hollow Condominiums
- Powder Mountain Ski Resort

In the event that snow removal and/or vehicles parked alongside the roadway render any stop and/or Park & Ride lot either unsafe or unworkable, at UTA's sole discretion and determination, then such stops will be eliminated.

C. Park and Ride Lots. The Ski Bus Service will be served by the following park and ride lots:

- Ogden Canyon Park and Ride Eden Park and Ride

D. Buses. The Ski Bus Service will primarily use buses designed for ski services. UTA reserves the right to use buses that meet the demand per trip and time of day.

## EXHIBIT 1

The routes and service times for Route 674 will be consistent with public information as shared on [rideuta.com](http://rideuta.com)

### 674 To Powder Mountain

21st St Hotels	Ogden Station	24th St & Lincoln Ave	26th St & Grant Ave (Ogden)	25th St & Washington	23rd St & Washington Blvd	12th St & Washington	Ogden Canyon Park & Ride	Eden Powder Mountain Park & Ride	Wolf Creek Drive / Moose Hollow	Moose Hollow Condominium	Powder Mtn Ski Resort
621a	----	----	----	----	----	----	643a	657a	702a	704a	730a
730a	733a	735a	736a	738a	742a	747	804	809	811	840	----
740	743	745	746	748	752	757	814	819	821	850	----
845	848	850	851	853	857	902	919	924	926	955	----
945	948	950	951	953	957	1002	1019	1024	1026	1055	----
1045	1048	1050	1051	1053	1057	1102	1119	1124	1126	1155	----
1145	1148	1150	1151	1153	1157	1202p	1219p	1224p	1226p	1255p	----
200p	203p	205p	206p	208p	212p	217	234	239	241	310	----
310	----	----	----	----	----	320	335	----	----	402	----

\* -Trips run only on Peak Service Days.

### To Ogden Station

Powder Mtn Ski Resort	Powder Mtn Night Skiing Area	Moose Hollow Condominium	Wolf Creek Drive / Moose Hollow	Eden Powder Mountain Park & Ride	Ogden Canyon Park & Ride	12th St & Washington	23rd St & Washington Blvd	25th St & Washington	26th St & Grant Ave (Ogden)	24th St & Lincoln Ave	Ogden Station	21st St Hotels
1245p	1247p	107p	109p	114p	132p	138p	143p	145p	146p	148p	152p	----
145	147	207	209	214	232	238	243	245	246	248	252	----
335	337	357	359	404	423	429	435	437	438	440	444	----
345	347	407	409	414	433	439	445	447	448	450	454	----
435	437	452	454	458	513	517	521	523	524	526	530	540p
530	532	552	554	559	618	624	630	632	633	635	639	----
930	945	947	951	1006	1010	1014	1016	1017	1019	1023	----	----

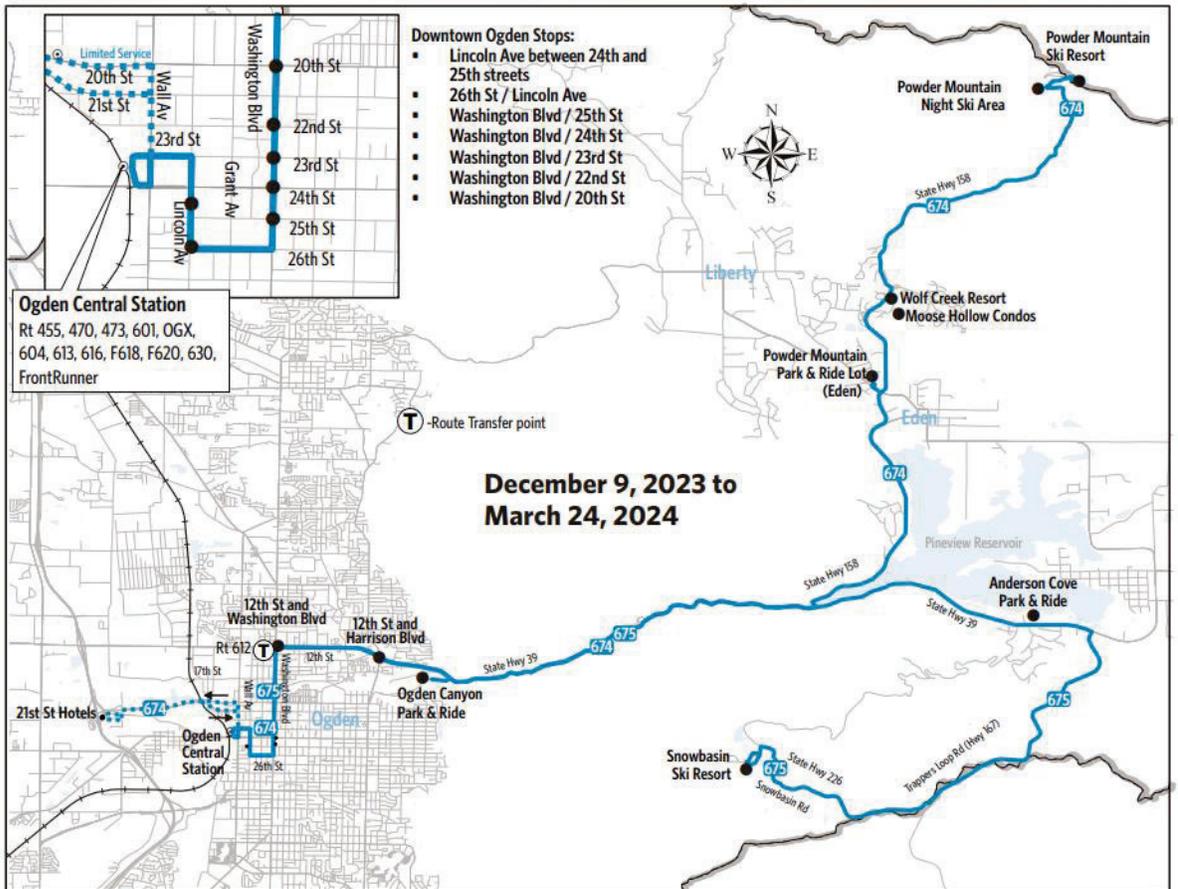
\* -Trips run only on Peak Service Days.

In order to accommodate the arrival of most passengers on this route, express trips may leave early from destination timepoints

### Ogden Ski Service

### Route 674 to Powder Mountain Resort

### Route 675 to Snowbasin Resort



**EXHIBIT B**  
**BASE PURCHASE PRICE**

<b>Contract Year</b>	<b>Term Dates</b>	<b>Base Purchase Price</b>
Y1	December 9, 2023-March 24, 2024	\$83,464.00
Per Day Non-Peak	Option to extend service after March 24, 2024 on a per day basis	\$747.00
Per Day Peak	Option to extend service after March 24, 2024 on a per day basis	\$915.00