

UTA Contact Number: 25-F28315

SKI BUS PASS AGREEMENT

Snowbasin Resort, LLC

2025-2026

This Ski Bus Pass Agreement (“Agreement”) is made effective this 17th day of December 2025, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SNOWBASIN RESORT, LLC**, ("Administrator").

RECITALS

WHEREAS The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, and is authorized by State law to enter contracts; and

WHEREAS Administrator operates a ski resort situated in Ogden Valley, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and

WHEREAS Administrator desires to participate in UTA’s Pass program pursuant to the terms and conditions described below.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

DEFINITIONS

- A. The term “**Authorized User**” means Administrator’s employees and season pass holders who have been issued a Pass in compliance with this Agreement.
- B. The term “**Pass**” means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA’s transit system.
- C. The term “**Ski Bus Service**” means seasonal public transit service on routes and schedules determined by the Authority which operate during winter change day.

TERMS AND CONDITIONS

- 1. **TERM.** This Agreement shall begin on the date stated above and end April 11, 2026.
- 2. **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 to Authorized Users only. Passes are non-

transferable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection ("EFC") Pass Program Guidelines and Rules, particularly the requirement that Authorized Users tap on prior to boarding and tap off upon alighting. UTA agrees that the number of Passes issued by Administrator is confidential and proprietary information and will be held by UTA in a confidential manner and will not be disclosed to any third party, unless such disclosure is made pursuant to a request made under the Government Records Access and Management Act.

3. **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 when the Authorized User has tapped.
4. **NON-TRANSFERRABLE.** A Pass is not transferable.
5. **ISSUING PASSES.** Administrator shall be solely responsible for issuing a Pass to an Authorized User
6. **PAYMENT FOR PASSES.** Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay UTA monthly. Payment is calculated using the base one-way fare for each trip per the service type authorized in Exhibit B for each trip during the preceding month, which shall be discounted by 20% based on Administrator's commitment to transit. Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request.
7. **CALCULATION OF FARES.** Payment of fares shall be calculated as follows:
 - a. The number of trips each month is determined by UTA's Electronic Fare Collection system. The applicable base one-way fare will be applied to each trip, see Exhibit B. The trip count only applies to route ~~677~~ 675. ^{initial} DR
 - b. UTA reserves the right to charge a fare based on a two-month trailing average of trips, in the event that UTA's Electronic Fare Collection system is not functioning properly as determined by UTA in UTA's sole discretion.
 - c. The base-one way fare rates are the rates posted on UTA's website www.rideuta.com and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The base-one way fare rate will be charged at the rate in effect at the time of the Trip.
 - d. For avoidance of doubt, UTA shall only charge fares under this Agreement that fall within the "Ski Service" category set forth in Exhibit B.

8. **INVOICES.** UTA shall invoice Administrator monthly. UTA's invoice shall state: (1) the number of Trips; (2) the total amount in Base One-Way Fares; and (3) the amount of applicable discount. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice. UTA shall charge and Administrator shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice. UTA shall charge and Administrator shall pay a five percent (5%) processing fee in the event Administrator elects to remit payment using a credit/debit card.
9. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) 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 Administrator. If the Pass is an Administrator provided card, UTA will return it to Administrator.
10. **RECONCILIATION.** Administrator shall cooperate with and permit UTA to examine unused Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement if requested by UTA.
11. **REPORTING**
 - A. **Partner Website.** The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed 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 Administrator; and (4) Action History- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting "reports."
 - B. **Ridership Data.** Each monthly billing cycle, UTA agrees to provide Administrator with a report of its' Authorized Users' daily usage on Ski Bus Service during the preceding month.
 - C. **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 administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
 - D. **Administrator Data.** Administrator agrees to identify the type of each Pass issued in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet (employee or season pass-holder). UTA encourages Administrator 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.

E. Monthly Reporting. The Authority will provide Administrator with a monthly report summarizing key information agreed upon by the resorts and UTA in advance. UTA can also provide Administrator with a breakdown of EFC Pass holder usage only if Administrator provides Pass holder information through bulk import.

12. CONGESTION MITIGATION. Administrator agrees to take reasonable affirmative actions to assist with traffic control to facilitate smooth entrance and exit for UTA ski buses from ski resort parking lots.
13. SKI BUS SERVICE. UTA agrees to operate ski bus service on schedules and routes determined by UTA. Details can be found on UTA's website at www.rideuta.com/schedules. UTA reserves the right to adjust the schedule according to its operational needs as determined by UTA in its sole discretion.
14. TERMINATION OF AGREEMENT. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least sixty (60) days prior to termination date.
15. THIRD PARTY INTERESTS. No person who is not a party to this Agreement shall have any rights or entitlements of any nature under it.
16. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and conditions stated herein.
17. COSTS AND ATTORNEY'S FEES. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.
18. NOTICES. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator:	Snowbasin Resort LLC	Utah Transit Authority:
Name:	Davy Ratchford	ATTN: Jordan Eves
Address:	3925 E Snowbasin Rd	669 West 200 South
	Huntsville, UT 84050	Salt Lake City, Utah 84101
Phone:	8018216169	801-287-4704
Email:	Dratchford@snowbasin.com	jeves@rideuta.com

Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the 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.

- 13. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation, or limited liability company employer to execute this Agreement.
- 14. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
- 15. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, Administrator shall be liable not only for amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.
- 16. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.

17. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

18. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend, and hold harmless the other party, its directors, officers, agents, and employees against all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

19. **GOVERNING LAW.** 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.

20. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date and year above written.

SNOWBASIN RESORT, LLC

UTAH TRANSIT AUTHORITY

By: Signed by:
Davy Ratchford 11/21/2025
025DE1F876A942E...
Signature Date

By: _____
Signature Date

Print Name: Davy Ratchford

Print Name: _____

Print Title: General Manager

Print Title: _____

Approved As To Form:

Signed by:
D. James Morgan
5720C0307184483...
UTA Legal Counsel

By: _____
Signature Date

Print Name: _____

Print Title: _____

EXHIBIT A
Pass Program Account Setup

Section 1: Partner Information

Administrator: Snowbasin
Address: 3925 E Snowbasin Rd
-
City, State, Zip: Huntsville, UT 84317

Section 2: Contact Information

Contact Name: Eric Ahern
Title: Base Area Ops
Phone: 8016201000
Email: Eahern@snowbasin.com

Section 3: Designated Transit Coordinator

(For additional coordinator, please submit names and email address to efcoperations@rideuta.com)

Contact Name: -
Title: -
Phone: -
Email: -

Section 4: Billing Information

A/P Contact: Cynthia Morgan
Title: AP
Phone: 8016201000
Email: Cmorgan@snowbasin.com

Method (Check One)		Email or Mailing Address
<input type="checkbox"/> Email	<input checked="" type="checkbox"/> Mail	Cmorgan@snowbasin.com

Payment Type (Check One)		
<input type="checkbox"/> ACH	<input type="checkbox"/> Wire	<input type="checkbox"/> Check

EXHIBIT B

Base One-Way Fare Schedule and Authorized UTA Services

Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Ski Service
Base One-Way Fare <i>(Applicable to each trip)</i>	\$2.50	\$2.50	\$2.50	\$2.50 – \$9.70	\$5.00	\$5.00
Frontrunner Base Fare (includes 1 station)		Each Additional Station	Maximum Fare from Provo to Ogden			
\$2.50		\$.60	\$9.70			

Fares on the Base Fare Schedule change periodically, and these fares may change during the term of this Agreement. See UTA's website www.rideuta.com for additional information.