

EDUCATION PASS AGREEMENT

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2018(the "Effective Date") by and between **LDS Business College**, a Utah nonprofit corporation and institution of higher education (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA").

RECITALS

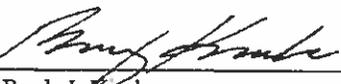
- A. UTA is a public transit district providing public transit services within the State of Utah;
- B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;
- C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, businesses 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;
- D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA annual transit passes as more specifically provided herein; and
- E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

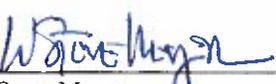
NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," "B", "C", and "D" attached hereto and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

LDS BUSINESS COLLEGE

UTAH TRANSIT AUTHORITY

By: 
Brady J. Kimber
Director of Human Resources

By: 
Steve Meyer
Interim Executive Director

By: 
Robert Biles
Vice President of Finance

Approved as to Form:

UTA Legal Counsel

EXHIBIT "A"
GENERAL TERMS AND CONDITIONS OF ED PASS AGREEMENT

SECTION I: DEFINITIONS

1.1 The term "Base Purchase Price" means the price for each Contract Year in accordance with the terms of this Agreement, exclusive of any Fuel Surcharge fee that may be imposed by UTA or that may be due and owing.

1.2 The term "Authorized User" means Sponsor's current faculty, staff, students, BYU-Pathways students attending weekly gatherings at the LDS Business College, and dependents of full time employees.

1.3 The term "Contract Year" means the term of August 1 through July 31 of any school year during the Term of this Agreement.

1.4 The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor in compliance with this Agreement that is electronically activated and authorized to be used as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.

1.5 The term "EFC Rules" shall mean UTA's EFC Rules established by UTA governing the electronic activation and deactivation of an Education Pass found at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf and http://www.rideuta.com/uploads/EFCAdministrationRules_3102014.pdf as of the date of Sponsor's signature, including any addenda referenced therein.

1.6 The term "Fuel Surcharge" or "Fuel Surcharge Fee" means the fee intended to supplement the Base Purchase Price that is assessed no more frequently than quarterly. The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Eco Contract Quarterly Surcharge" of Exhibit "C," Fuel Surcharge Indicator Matrix. The Fuel Surcharge Matrix assigns a percentage value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q calendar quarter (July 1 through September 30) will determine the Fuel Surcharge, if any, to be effective thirty (30) days after on or about November 1.

1.7 The term "Local Transit Routes" means regular fixed route bus, MAX, Streetcar light rail, UVX and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways and/or TRAX/Streetcar stations and Fast buses. Ski service routes, Premium Express Routes, FrontRunner commuter rail routes, and special service routes including ADA Paratransit and Flextrans service are not included in the definition of Local Transit Routes.

1.8 The term "Premium Express Routes" means regular fixed route bus, express bus, MAX bus rapid transit, Streetcar light rail, UVX and TRAX light rail and FrontRunner commuter rail routes operated by UTA. Ski service routes, the Park City to Salt Lake City Connect service, and special service routes, including ADA Paratransit and Flextrans service, are not included in the definition of Premium Express Routes.

1.9 The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

SECTION II: TERMS AND CONDITIONS

2.1 Issuance of Passes.

2.1.1 UTA agrees to provide to Sponsor, and Sponsor agrees to purchase in accordance with Paragraph 2.7, and make Passes available to every Authorized User of Sponsor who is six years and older. The number of Passes provided under this Agreement shall not exceed 3,300. In the event the number of Authorized Users increases more than 10%, the parties agree to renegotiate the financial terms of this contract.

2.1.2 Sponsor shall be solely responsible for issuing a Pass to an Authorized User in accordance with the EFC Rules

2.2 Restrictions on Sponsor Charges to Authorized Users. Sponsor shall not charge Authorized Users a fee for a Pass.

2.3 Term of Passes/Passes Recognized as Transit Fare.

2.3.1 So long as this Agreement has not been terminated in accordance with Paragraph 2.11, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement and the EFC Rules shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

2.3.2 Passes are non-transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

2.3.2 Sponsor acknowledges that use of a Pass by an Authorized User is subject to UTA's EFC Rules. Sponsor further acknowledges that it is responsible for ensuring that Authorized Users are made aware of UTA's EFC Rules and the fact that Passes are not transferable, including but not limited to the requirement that all Authorized Users are required to "tap-on" and "tap-off" at designated readers when riding UTA services.

2.4 Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2021.

2.5 Restriction on Use of Passes; Sponsor's Control of Issued Passes.

2.5.1 Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include: (a) Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass; (b) printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User; (c) Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users; and (d) Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. UTA maintains the right, upon reasonable notice, to inspect during regular business hours all such records maintained by Sponsor at all times during the term of this Agreement and for a period of one year after

the expiration or termination of this Agreement. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other purpose.

2.5.2 Sponsor agrees to implement and comply with UTA's EFC Rules in the enabling and disabling of its Passes.

2.6 Authorized Users/Base Purchase Price. The number of Authorized Users for this Agreement shall not exceed 3,300.

2.7 Payment for Passes.

2.7.1 In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price, the first installment due on October 1 and the second installment due on April 1 of each Contract Year.

2.7.2 Sponsor shall pay to UTA a Fuel Surcharge, which may be assessed by UTA no more frequently than quarterly, in accordance with the schedules contained in Exhibit "B" and "C". The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Ed Contract Quarterly Surcharge," of Exhibit "C," Fuel Surcharge Indicator Matrix. UTA shall use good faith efforts to give Sponsor forty-five (45) days' notice prior to the implementation of or change to any Fuel Surcharge. Fuel Surcharges are due on the dates indicated in Fuel Surcharge Payment Schedule identified in Exhibit "B."

2.7.3 Sponsor elects to provide the electronic card media approved by UTA.

2.7.4 UTA may charge and Sponsor 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 in Paragraph 2.7 and the Fuel Surcharge Payment Schedule identified in Exhibit "B."

2.8 Form of Pass/Issuance of Pass. Each Pass shall be in the form of a unique electronic micro-chip imbedded in an electronic identification card printed by either UTA or Sponsor. Each Pass shall be individually numbered. Sponsor agrees to: 1) comply with UTA's EFC Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's EFC Rules.

2.9 Confiscation of Passes and Unauthorized Use of Passes. UTA has 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. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor, or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

2.10 Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in 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. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

2.11 Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. In the event that either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor in excess of the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Contract Price as identified in Exhibit "B.") No portion of any Fuel Surcharge payment will be refunded. No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

2.12 Pre-Authorization. As part of this Agreement, Sponsor shall complete and return to UTA, a Pass Program Configuration Form, upon which Sponsor shall identify various features of this Agreement it desires to offer Authorized Users. The Pass Program Configuration Form is attached hereto as Exhibit "D" and is incorporated herein by reference. Sponsor hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.

2.13 Reconciliation. Sponsor shall cooperate with and permit UTA to examine (upon reasonable notice and during regular business hours) the unissued Passes distributed to Sponsor and reconcile all records and accounts pertaining to this Agreement on a monthly basis. UTA shall not maintain any personally identifiable information of Sponsor's Authorized Users. As such, UTA shall not disclose any personally identifiable information, with respect to any Authorized User, to any third parties, except as required by law; provided that, in the event any such disclosure becomes so necessary, UTA shall provide Sponsor with reasonable advance notice thereof.

2.14 Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

2.15 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, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. 5332.

2.16 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 condition as stated herein.

2.17 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.

2.18 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.

2.19 Authority. The individuals who execute this Agreement represent and warrant they are duly authorized to execute this Agreement on behalf of UTA and Sponsor, as the case may be, that the Parties named are the necessary and property parties and that no other signature, act or authorization is necessary to bind such entity to the provisions to this Agreement.

2.20 Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument. This Agreement may be delivered by electronic transmission.

2.21 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.

2.22 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. All notices shall be addressed to the respective party at its address shown below.

If to:

UTA
Amanda Burton
Contract Buyer
669 West 200 South
Salt Lake City, UT 84101
Tel: (801) 287-3320
E-mail: aburton@rideuta.com

If to Sponsor:

Brady J. Kimber
Director of Human Resources
95 North 300 South
Salt Lake City, Utah 84101
Tel: (801) 524-8171
E-mail: bkimber3@ldsbc.edu

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.

EXHIBIT "B"

**BASE PURCHASE PRICE
For LDS Business College
Year 2018-2021**

Year	Contract Price
2018-2019	\$67,398
2019-2020	\$67,398
2020-2021	\$67,398

Fare Recognition Level: Local
 Premium

Fuel Surcharge Payment Schedule

Quarter of Fuel Price Measurement	Dates of Fuel Price Measurement	Quarterly DOE Diesel Price	Fuel Surcharge Level	Amount	Effective Date
1Q	01/01 – 03/31	To be determined	To be determined	To be determined	May 1
2Q	04/01 - 06/30	To be determined	To be determined	To be determined*	August 1
3Q	07/01 - 09/30	To be determined	To be determined	To be determined*	November 1
4Q	10/01 - 12/31	To be determined	To be determined	To be determined*	February 1

* Actual amount determined in accordance with Fuel Surcharge Indicator Matrix, attached hereto as Exhibit "C".

** Actual amount of Fuel Surcharge, if any, shall be prorated so as to cover any months outside of the contract term only, if the Agreement is not renewed by the parties.

Exhibit "C"

**ED PASS AGREEMENT
FUEL SURCHARGE INDICATOR MATRIX**

DOE Diesel/Gallon	Contract Surcharge	Contract Quarterly Surcharge
Less than \$4.00	0%	0%
\$4.00-4.99	10%	2.5%
\$5.00-\$5.99	20%	5.0%
\$6.00-\$6.99	30%	7.5%
\$7.00-\$7.99	40%	10.0%
\$8.00-\$8.99	50%	12.5%
\$9.00-\$9.99	60%	15.0%
\$10.00-\$10.99	70%	17.5%
\$11.00-\$11.99	80%	20.0%

Notes:

1. The quarterly DOE Diesel/Gallon is determined by averaging all of the average weekly prices of diesel fuel during the quarter using the U.S. Department of Energy On-Highway Diesel prices by Week (Rocky Mountain PADD).

Exhibit "D"

PASS PROGRAM CONFIGURATION FORM

A1 Authorized UTA Services

- Basic: Regular Bus, Max bus rapid transit, UVX bus rapid transit, TRAX Light Rail and Streetcar Light Rail (individuals can upgrade to FrontRunner and Express Bus separately)
- Premium: Basic services plus FrontRunner and Express Bus
- Park City SLC Connect
- Ski Service

Passes are not valid on UTA's special service routes including, but not limited to, ADA Paratransit and Flextrans service.

A2(a) Form of Passes

- UTA-Printed Passes: Requires completion of Section A2b, Table 1 "Initial Pass Order" below.
- Sponsor-Printed Passes

A2(b) Initial Pass Order Quantity

UTA-Printed Pass Product Electronic Fare Card	Quantity (Total Authorized User Count)
Ed Pass	3,300

A3 Sponsor's Administrative Personnel

Sponsor designates the following as authorized administrators under this Agreement to be responsible for setting up logins for UTA web interface purposes.

First & Last Name	Title	Email Address
Darrin Bates	HR Specialist	dbates@ldsbc.edu
Matthew Snow	Sr. Software Engineer	msnow@ldsbc.edu
Maren Lythgoe	Registrar	mlythgoe@ldsbc.edu

A4 Form of Payment

- Checks. 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 Transfer



ACH/Wire Transfer Instructions

Bank: Zions National Bank, N.A.
Bank Address: One South Main Street
Salt Lake City, UT 84113
Routing #: 124000054
SWIFT Code: ZFNBUS5

Account #: 002198166
Account Name: Utah Transit Authority
Account Type: Checking

UTA Contact: Troy Bingham, Comptroller
(801) 287-2380
tbingham@rideuta.com

Bank Contact: Kaye Raby, VP Treasury Management
(801) 844-8124
Kaye.Raby@zionsbank.com

Please include a reference to your contract # in the comments of your transaction.
Email tbingham@rideuta.com on the day of the transfer with the amount of the transfer.