

**SKI BUS SERVICE AGREEMENT**  
**Snowbasin Resort, LLC 2024/2025**

This Ski Bus Service Agreement (this “Agreement”) is made effective the 8th day of December, 2024 (the “Effective Date”) by and between Snowbasin Resort Company, whose notice address for purposes of this Agreement is PO Box 460 Huntsville,, UT 84317 (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,” “B,” and “C”.

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: Authorized User: Someone in possession of a valid Snow Basin Ski Resort Pass or a valid Snow Basin Employee ID badge.  
  
Term of Agreement. 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 to April 12, 2025
2. 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.
3. Ski Pass or Employee ID Recognized as Transit Fare. For the term of this Agreement, an official Snow Basin ski pass or an official Snow Basin employee ID issued to an authorized

user under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as valid fare on regular UTA buses connecting to Ski Bus Service. In the event the Sponsor desires to include additional authorized UTA services within this Agreement, the Sponsor may request in writing by emailing [kkunkel@rideuta.com](mailto:kkunkel@rideuta.com). The Sponsor acknowledges that adding additional authorized services to this Agreement may result in an increase in price to the base purchase price referenced in Exhibit B (the "Base Purchase Price") and, in such case, the parties agree to renegotiate the financial terms of this Agreement in good faith based on actual costs incurred as a result of the additional services.

4. 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 (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.
5. 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.
6. Reporting
  - a. 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."

- b. 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).
  - c. 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.
  - d. 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.
  - e. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. Assignment. No party shall have the right to assign its right and obligations hereunder without the express written consent of the other parties.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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 Snowbasin Resort Company:

If to UTA:

Sponsor:	<u>Snowbasin Resort Company</u>	Utah Transit Authority
ATTN:		ATTN: Russ Fox
Address:	<u>3925 Snow Basin Rd.</u>	669 West 200 South
Address 2:	<u></u>	Salt Lake City, Utah 84101
City, State, Zip	<u>Huntsville, Ut 84317</u>	

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.

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

**UTAH TRANSIT AUTHORITY:**

**SNOWBASIN RESORT COMPANY:**

By:  
Title:  
Date:

By: *David Ratchford*  
Title: *GM*  
Date: *12/4/24*

By:  
Title:  
Date:

By:  
Title:  
Date:

Approved As To Form:

**Michael L Bell** Digitally signed by Michael L Bell  
Date: 2024.12.04 10:05:24 -07'00'

UTA Legal Counsel

**EXHIBIT A**

**WEBER COUNTY SKI BUS SERVICE-OPERATING PLAN 2024/25**

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

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

- Ogden Central
- 24<sup>th</sup> St. & Lincoln Ave
- 26<sup>th</sup> St. & Grant Ave (Ogden)
- 25<sup>th</sup> Washington Blvd.
- 23<sup>rd</sup> St. & Washington Blvd.
- 12<sup>th</sup> Street and Washington Blvd., East/West bound
- Ogden Canyon Park and Ride Lot
- Anderson Cove (Huntsville)
- Snowbasin 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

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 B**

The routes and service times for Route 675 will be consistent with public information as shared on [rideuta.com](http://rideuta.com)

### 675 Sunday - Saturday

To Snowbasin

Ogden Central	24th St & Lincoln Ave	26th St & Lincoln Ave	25th St & Washington Blvd	23rd St & Washington Blvd	20th St & Washington	Ogden Canyon Park & Ride	Snow Basin Ski Resort
545a	546a	550a	551a	553a	558a	604a	644a
645	648	650	651	653	658	704	744
730	733	735	736	738	743	749	829
801	804	806	807	809	814	820	900
901	904	906	907	909	914	920	1000
1001	1004	1006	1007	1009	1014	1020	1100
1101	1104	1106	1107	1109	1114	1120	1200p
1201p	1204p	1206p	1207p	1209p	1214p	1220p	100

To Ogden Station

Snow Basin Ski Resort	Ogden Canyon Park & Ride	20th St & Washington Blvd	23rd St & Washington Blvd	25th St & Washington Blvd	26th St & Grant Ave (WB)	26th St & Lincoln	Ogden Central
1240p	115p	120p	124p	128p	129p	132p	135p
140	215	220	226	228	229	232	235
240	315	320	326	328	329	332	335
330	405	410	416	418	419	422	425
415	450	455	501	503	504	507	510
445	520	525	531	533	534	537	540
515	550	555	601	603	604	607	610

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

### 674 Sunday - Saturday

To Powder Mountain

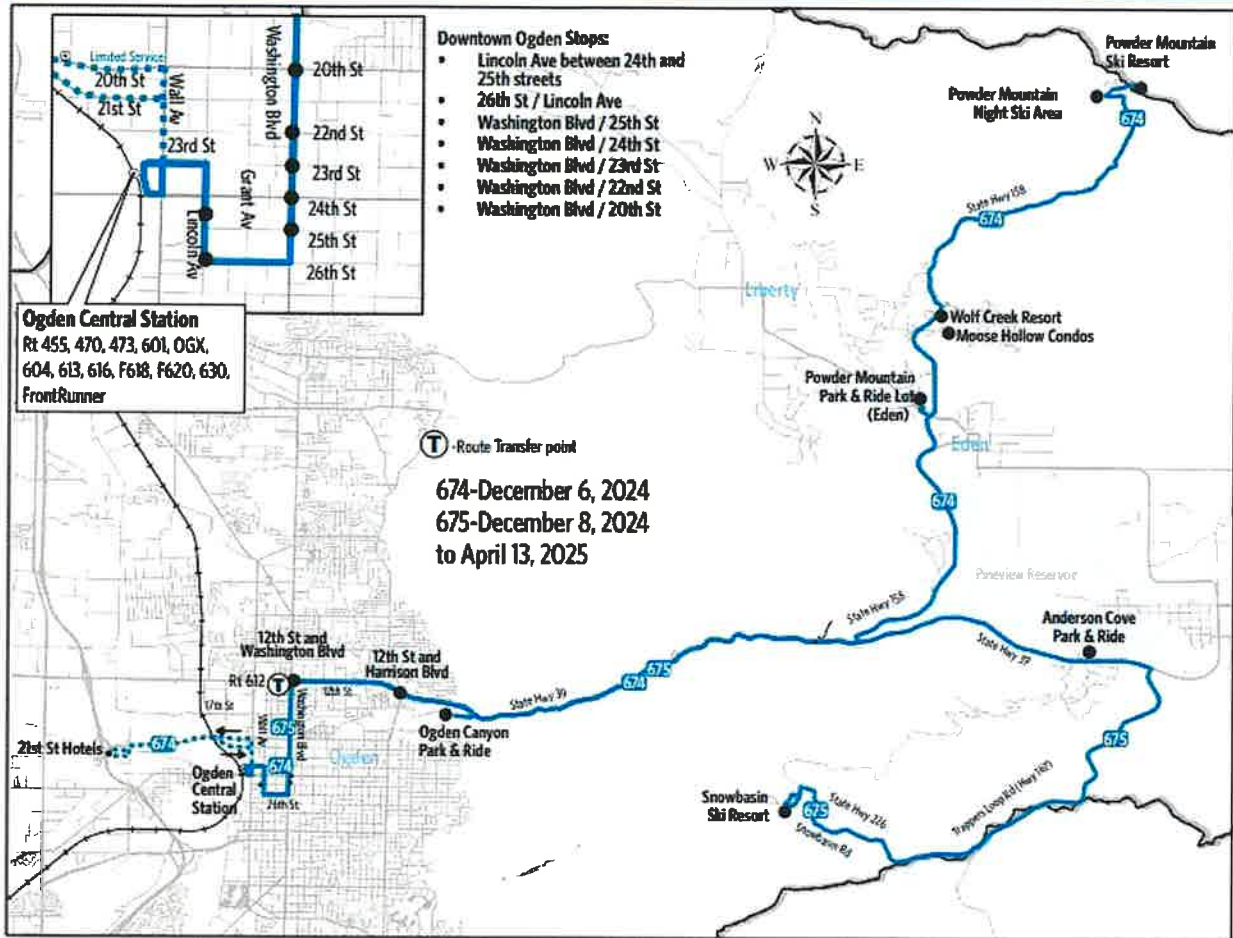
21st Street Hotels (Ogden)	Ogden Central	24th St & Lincoln Ave	26th St & Lincoln Ave	25th St & Washington Blvd	22nd St & Washington	17th St & Washington	Ogden Canyon Park & Ride	Eden Market	Moose Hollow Condominiums	Wolf Creek Drive & Moose Hollow	Powder Mountain Ski Resort
611a	621a	---	---	---	---	941a	643a	657a	702a	704a	730a
720	730	733a	735a	736a	738a	742	747	804	809	811	840
820	830	833	835	836	838	842	847	904	909	911	940
920	930	933	935	936	938	942	947	1004	1009	1011	1040
1050	1100	1103	1105	1106	1108	1112	1117	1134	1139	1141	1210p
1250p	100p	103p	105p	106p	108p	112p	117p	134p	139p	141p	210
150	200	203	205	206	208	212	217	234	239	241	310
---	310	---	---	---	---	---	320	335	---	---	402

To Ogden Station

Powder Mountain Ski Resort	Powder Mountain Ski Resort	Night Stung Area	Moose Hollow Condominiums	Wolf Creek Drive & Moose Hollow	Eden Market	Ogden Canyon Park & Ride	17th St & Washington	22nd St & Washington Blvd	25th St & Washington Blvd	26th St & Lincoln Ave	24th St & Lincoln Ave	Ogden Central	21st Street Hotels (Ogden)
1245p	1247p	107p	109p	114p	132p	136p	143p	145p	146p	148p	152p	1023	1033
145	147	207	209	214	232	238	243	245	246	248	252	302	302
245	247	307	309	314	333	339	345	347	348	350	354	404	404
335	337	357	359	404	423	429	435	437	438	440	444	454	454
435	437	457	459	504	523	529	535	537	538	540	544	554	554
535	537	557	559	604	623	629	635	637	638	640	644	654	654
---	930	945	947	951	1006	1010	1014	1016	1017	1019	1023	1033	1033

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





**EXHIBIT C**

**BASE PURCHASE PRICE  
 Ski Service**

Contract Year	Term Dates	Base Purchase Price
Y1	December 9, 2024-March 24, 2025	\$74,574