

## **SKI BUS and VANPOOL LEASE AGREEMENT**

Snowbird Resort  
2023-2024

THIS AGREEMENT is made this 6th day of December 2023, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **SNOWBIRD RESORT**, ("Administrator" or "Lessee").

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, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter into transportation services contracts and also to lease vehicles to facilitate ridesharing arrangements; and

WHEREAS Administrator operates a ski and snowboard resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski and snowboard resort; and

WHEREAS Administrator desires to secure public transportation services including both UTA bus and van pool services under the terms and conditions described below; and

WHEREAS, pursuant to authority granted by state law, UTA desires to assist Administrator by allowing certain authorized ski and snowboard passes to include ski bus fare and also to assist Administrator as the Lessee in organizing and operating a ridesharing arrangement (the "RVP Vanpool"); and

WHEREAS UTA desires to incentivize maximum use of public transit to and from the ski and resort by providing a temporary ridership volume-based discount to the resort; and

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 Services**" means:

- i. **Daily Rate Authorized Services:** Travel on UTA Ski Bus; and UTA TRAX trains, regular UTA buses, Microtransit, Streetcar or UTA FrontRunner trains connecting to Ski Bus Service in the Cottonwood Canyons.
- ii. **Daily Weekly Cap Authorized Services:** Travel on UTA Ski Bus, UTA TRAX Trains, regular UTA buses, Microtransit, Streetcar, or FrontRunner trains connecting to Ski Bus

Service in the Cottonwood Canyons.

- B. The term “**Authorized User**” means Administrator’s employees and season pass holders who have been issued a Pass in compliance with this Agreement.
- C. The term “**Non-Connecting Bus Service**” means travel on UTA TRAX trains, regular UTA buses, Microtransit, Streetcar, or UTA FrontRunner trains that does not directly connect to a Ski Bus servicing the Cottonwood Canyons.
- D. 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.
- E. The term “**Lessee**” means the Administrator who is leasing RVP Vanpool vehicles from UTA.
- F. The term “**RVP Vanpool**” means the nonprofit mode of prearranged commuter transportation in an RVP Vehicle that is owned by UTA and leased to Lessee and consists of a relatively fixed group of at least six persons, including the driver, that travels between fixed route bus stops and rail stations (“Transit Stops”) and the workplace.

## **TERMS AND CONDITIONS**

- I. SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").

**A. 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.

**B. 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.

**C. PASSES FOR NON-CONNECTING SERVICE.** 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 specifications, the Administrator agrees to pay full fare for use of those services.

**D. 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 the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice. 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.

- i) **Daily.** UTA shall issue Administrator an invoice for actual daily Pass usage each month within seven days after the month ends. Administrator agrees to pay \$8.00 per Authorized User daily boarding. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts and will operate like a free fare zone.
- ii) **Daily Weekly Cap.** UTA shall issue Administrator an invoice for actual daily Pass usage, not to exceed \$28 per week per authorized user, each month within seven days after the month ends. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EFC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts and will operate like a free fare zone.

**E. 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.

- F. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes always maintained by Administrator during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement monthly

## G. REPORTING

- i. Partner Website. The Authority agrees to provide the following information to Administrator through [www.tap2rideuta.com](http://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](http://www.tap2rideuta.com) by selecting “reports.”
- ii. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a report of its’ Authorized Users’ daily ridership on Ski Bus Service during the preceding month.
- iii. 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](mailto:passprograms@rideuta.com).
- iv. 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.
- v. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
- vi. Non-Connecting Service Report. The Authority will provide Administrator with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.

## II. RVP VAN POOL SERVICE

The terms and conditions of the RVP Van Pool lease are contained in Exhibit B to this Agreement.

### **III. TEMPORARY VOLUME BASED DISCOUNT**

For the 2023/24 Ski Bus Agreement period only, UTA will provide a discount to Administrator to provide for alternate transportation solutions for their Employees as follows:

**A. SKI BUS FARE.** The amount owed for Ski Bus pass utilization may be discounted by 75-100% of the prior year (2022/23) fees, with a guaranteed minimum discount of \$142,793 and a maximum discount of \$190,390.

**B. RVP VANPOOL SERVICE.** The amount owed each month for vanpools will be discounted by 50% with a maximum discount of \$61,506.

**C. DISCOUNT CALCULATION.** The discount value described above shall be based on the ridership and vanpool information provided by the Administrator including the Administrator's Authorized Users described in Section I(G) above. UTA shall subsequently reflect the discount in the invoices provided by UTA for the utilization of UTA service by the Administrator's Authorized Users. The discount will be applied to monthly invoices based on Administrator's Authorized Users utilization until the maximum discount amount is reached. If the minimum discount amount is not reached by the end date of this agreement, the balance of the minimum guaranteed amount will be provided in a fiscal year 2024 fare/vanpool credit to the ski resort.

### **IV. CONGESTION MITIGATION**

Administrator (Ski Resort) agrees to take reasonable affirmative actions to assist with traffic control to facilitate smooth entrance and exit for UTA Ski Busses from ski resort parking lots.

### **V. EMPLOYEE SHUTTLE AND RIDERSHIP REPORTING**

Administrator agrees to take reasonable actions to provide alternate transportation solutions for their employees, separate from the UTA Ski Bus service. Administrator agrees to track and report to UTA the employee ridership on non-UTA shuttles to UTA at least monthly by 15th day of the month. Employee ridership data will be utilized to provide a metric on the number of UTA Ski Bus seats freed up for other public patrons because of the discounts provided under this Agreement.

### **VI. MISCELLANEOUS PROVISIONS**

**A. TERM.** This Agreement shall begin on date stated above and end on May 31, 2024

**B. TERMINATION OF AGREEMENT.** 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.

**C. THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

**D. 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.

**E. 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.

**F. 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:	Snowbird Resort LLC	Utah Transit Authority:
Name:	Nikki Kendrick	Jay Fox
Address:	3165 E. Millrock Dr., Suite 190	669 West 200 South
	SLC, UT 84121	Salt Lake City, Utah 84101
Phone:		801-741-8806
Email:	nkendrick@snowbird.com	Jfox@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.

**F. 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.

**G. 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.

**H. 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 for not only amounts due under this Agreement, but also collection costs including court costs and reasonable attorney's fees.

**I. 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.

**J. 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.

**K. 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.

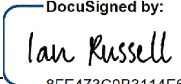
**L. GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

**M. 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.

**N. NO PRECEDENT.** Both Parties acknowledge that this agreement is applicable only until May 31, 2024, and that a new agreement including new terms and conditions will need to be negotiated for future ski resort service. This agreement does not set a precedent for those future agreements.

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

**SNOWBIRD RESORT**

By:  DocuSigned by:  
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\_\_\_\_\_  
Signature Date 11/17/2023

Print Name: Ian Russell

Print Title Sr. Director of Finance

**UTAH TRANSIT AUTHORITY**

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

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

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

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

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

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

Approved As To Form:

 DocuSigned by:  
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\_\_\_\_\_  
Counsel



**EXHIBIT A**  
Pass Program Account Setup

**Section 1: Partner Information**

Administrator: Nikki Kendrick  
Address: 3165 E. Millrock Dr.  
Suite 190  
City, State,  
Zip: SLC, UT 84121

**Section 2: Contact Information**

Contact  
Name: Ali Villarruel  
Title: Asst. Director of HR  
Phone: 801-933-2454  
Email: avillarruel@snowbird.com

**Section 3: Designated Transit Coordinator** *(For additional Coordinator, please submit names and email addresses to [efcooperations@rideuta.com](mailto:efcooperations@rideuta.com))*

Contact  
Name: Lindsay Hunt  
Title: HR Representative  
Phone: 801-933-2075  
Email: Employeeservices@snowbird.com

**Section 4: Billing Information**

Accounts  
Payable  
Contact: ap@snowbird.com  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: ap@snowbird.com

Method (Check One)		Email or Mailing Address
Email <input checked="" type="checkbox"/>	Mail <input type="checkbox"/>	

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

\*ACH/WIRE Instructions are available upon request

**Section 5: Programs and Pricing**

☐ **Daily (\$8.00)**

*Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use at the daily rate.*

☒ **Daily- Weekly Cap (\$8.00 or \$28 Cap)**

*Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use not to exceed a weekly cap of \$28 per week per authorized user. Requires 100% participation by season pass holders and/or 100% participation by employees. Please indicate below the authorized user group or groups that will be participating in the program:*

☒ **Season Pass Holders**

☒ **Employees**

**Exhibit B**

**RVP VANPOOL AGREEMENT**

Agreement # 1455716

## **VANPOOL VEHICLE LEASE AGREEMENT**

THIS VANPOOL VEHICLE LEASE AGREEMENT (the "Agreement") is made and entered into this 6th day of , December 2023 by and between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA" or alternatively, "Lessor"), and Snowbird Mountain Resort, whose address is 9600 E Little Cottonwood Canyon Rd ("Lessee").

### **WITNESSETH:**

**WHEREAS**, the Travel Reduction Act (Utah Code Ann. § 72-12-101, *et. seq.*) authorizes public transit districts to lease vehicles to facilitate ridesharing arrangements; and

**WHEREAS**, supports ridesharing arrangements which reduce gasoline consumption and protect the environment by reducing home to work commuter trips made by single occupancy motor vehicles; and

**WHEREAS**, pursuant to authority granted by state law, UTA desires to assist Lessee in organizing and operating a ridesharing arrangement (the "Vanpool"); and

**WHEREAS**, Lessee is a person or party that has successfully completed UTA's application process for the Vanpool Vehicle Lease and has been determined by UTA to be eligible, qualified and financially responsible to operate a Vanpool; and

**WHEREAS**, UTA is the owner of one or more motor vehicles suitable for the transportation of passengers in a Vanpool and is willing to lease a vehicle (the "Vanpool Vehicle") to Lessee pursuant to the terms and conditions contained in this Agreement; and

**WHEREAS**, the purpose of this Agreement is to provide for the lease of the Vanpool Vehicle to the Lessee and to set forth the terms, conditions and mutual understandings of the parties regarding such lease.

**NOW, THEREFORE**, in consideration of the foregoing and the mutually agreed upon promises hereinafter set forth, the parties agree as follows:

### **SECTION 1 - VANPOOL DESCRIPTION AND DEFINITIONS**

**1.1 Vanpool.** For purposes of this Agreement, the term "Vanpool" means the nonprofit mode of prearranged commuter transportation of a relatively fixed group of seven to 15 persons, including the driver, between home and work, or termini near home and work, in the Vanpool Vehicle (the group occupancy shall not exceed the Vanpool Vehicle manufacturer's design capacity), that is owned by UTA and leased to Lessee. The Vanpool is intended to provide incentives to persons to make the commute to and from work by a mode other than a single-occupant motor vehicle. The driver and passengers are employees at or near a common location and fees charged, if at all, are designed to recover operating, maintenance, insurance, administration, and reasonable depreciation costs related to the Vanpool.

**1.2 Term of Agreement.** The term of this Agreement shall commence on December 6, 2023 and end on May 31, 2024 unless otherwise terminated as described herein.

**1.3 Intent of the Parties.** While Lessee may recover certain costs of the Vanpool from participants, the Vanpool is not intended to result in profits or income for Lessee. The intent of this Agreement and any vanpool arrangement facilitated by the Agreement is to provide only the non-profit travel reduction program contemplated under Utah laws. Any action or omission that would cause Lessee, any participant in the Vanpool, or UTA to be considered a motor carrier, commercial carrier, chauffeur, or similar designation is expressly prohibited, and Lessee causing or permitting any such action or omission shall constitute a default with respect to this Agreement.

**1.4 Non-Exclusivity.** The Vanpool Vehicle was acquired with Federal funds. As such, the Vanpool Vehicles are intended for public transportation purposes. As such, use of the Vanpool Vehicle is not intended to exclusively serve Lessee's employees. UTA may add commuters to the Vanpool that are not employed by Lessee.

## **SECTION 2 - UTA'S OBLIGATIONS**

**2.1 Lease of Vanpool Vehicle.** UTA agrees to lease to Lessee, for the term of this Agreement, and subject to the conditions contained herein, a Vanpool Vehicle provided by UTA for the sole purpose of Lessee's operation of a Vanpool as defined in Section 1.1. The make and model of the Vanpool Vehicle assigned to Lessee shall be determined by UTA at its sole discretion. UTA retains the right, at any time during the term of the Agreement to substitute another vehicle, new or used, for the Vanpool Vehicle. A substitution may be made at UTA's sole election and in UTA's sole discretion. The substitution of an alternate vehicle shall not constitute a default of this Agreement, and the terms and conditions of this Agreement shall continue with respect to such substituted vehicle as if no change had occurred.

**2.2 Motor Vehicle Financial Responsibility.** During the term of this Agreement, UTA shall fulfill its Utah Motor Vehicle Financial Responsibility obligations for the Vanpool Vehicle in the Vanpool program through a combination of self-insurance and traditional/excess insurance for the following amounts:

Automobile Liability - \$4,000,000 per accident  
 \$25,000 per person/\$500,000 per accident for Uninsured Motorist coverage  
 \$1,000 for Under Insured Motorist coverage  
 \$3,000 PIP/No-fault coverage included.

The Lessee understands and acknowledges that UTA is a governmental entity and is covered under the provisions of the Utah Governmental Immunity Act as set forth in U.C.A. §63-30-1, *et. seq.*, and the limits of liability therein described. Nothing in this Agreement shall be construed so as to constitute a waiver of any defense, damage limitation, procedural requirement or other protection provided by the Utah Governmental Immunity Act.

The Lessee acknowledges reading and receiving UTA's Declaration of Policy Statement Regarding Uninsured Motorist and Underinsured Motorist Coverage found at <https://www.rideuta.com/doing-business/insurance-claims>

The Lessee acknowledges that his/her own personal automobile insurance may be implicated in the event of an accident or loss involving a Vanpool vehicle.

### **2.3 Accidental Collision Damage to Vanpool Vehicle.**

**(A) Partial Damage to Vanpool Vehicle.** Lessee agrees that, in the event that a Vanpool Vehicle is damaged but not "totaled" (meaning that the cost of repair of the Vanpool Vehicle is not in excess of its then current fair market value as determined by UTA from its current "blue book" price), UTA shall evaluate the Vanpool Vehicle to determine whether repair of the Vanpool Vehicle is warranted. If UTA determines, at its sole discretion, that repair of the Vanpool Vehicle is warranted, UTA will pay the cost of repairing the Vanpool Vehicle, minus the Deductible payable by Lessee contained in Section 3.7. At UTA's sole option, UTA may either: (1) repair the Vanpool Vehicle; or (2) pay a third-party, selected by UTA, in its sole discretion, to repair the damage of the Vanpool Vehicle.

**(B) Total Damage to Vanpool Vehicle.** UTA agrees that, in the event that a Vanpool Vehicle is "totaled" (meaning that the cost of repair of the Vanpool Vehicle is in excess of its then current fair market value as determined by UTA from its current "blue book" price), UTA shall (at its sole option and in its sole discretion) either: (1) provide Lessee with a new or used replacement vehicle which, upon delivery to the Lessee, shall constitute the Vanpool Vehicle; or (2) terminate the Agreement. Any replacement Vanpool Vehicle shall be subject to the terms and conditions of this Agreement.

**2.4 Vanpool Operations Manual.** UTA has made available to Lessee, without charge, an electronic copy of an instruction manual entitled Vanpool Operations Manual which contains the general guidelines, policies and conditions for operating a Vanpool. The Operations Manual is available online at <https://rideuta.com/Services/Vanpool/My-Vanpool-Account/Applications-Agreements-Rider-Forms>.

**2.5 Warranty.** The Vanpool Vehicle manufacturer provides a warranty against any defects in the Vanpool Vehicle for three (3) years or 36,000 miles.

**2.6 Registration.** Subject to the provisions of Paragraph 3.3(C), UTA agrees to annually register the Vanpool Vehicle with the Utah Department of Motor Vehicles at its sole cost and expense.

### **SECTION 3 - LESSEE'S OBLIGATIONS**

**3.1 Drivers and Alternative Drivers.** Lessee shall permit only the designated driver and the alternative designated driver(s), all of whom must submit Driver Applications and/or Alternate Driver Applications and be approved by UTA and its insurance company, to drive the Vanpool Vehicle. (Designated Driver and Alternate Driver Applications are available from UTA). Should Lessee cause or allow any other person who is not the designated driver or an approved alternate driver to operate the Vanpool Vehicle such operation by such person shall constitute a default with respect to this Agreement. All designated drivers and alternative drivers proposed by Lessee must provide UTA and/or its insurance company with any consents or information necessary to obtain a driver's license verification and motor vehicle report. Lessee shall ensure that all designated drivers and alternative designated drivers maintain a current, valid driver's license during the term of this Agreement. After initial approval, Lessee shall cause the designated driver and each alternative designated driver(s) to report within 24 hours to UTA any subsequent motor vehicle citations, accidents or other incidents that occur during the term of this Agreement and that would likely be reflected on a motor vehicle report. The duty to report such matters shall apply whether or not the incident involves the Vanpool Vehicle.

#### **3.2 Vanpool Program Requirements.**

(A) Lessee shall appoint a Bookkeeper. The Bookkeeper shall be responsible for tracking and reporting the monthly Vanpool ridership in accordance with the provisions contained in the Ridership Reporting section of the Vanpool Operations Manual.

(B) Lessee shall appoint a Point of Contact ("POC") for the Vanpool. The POC shall be responsible for sending and receiving vanpool operating and maintenance information with UTA.

(C) Lessee shall submit a ridership and mileage for each Vanpool Vehicle leased by Lessee on our website [www.utacommuter.com](http://www.utacommuter.com) unless other arrangements are made with a Vanpool Support Specialist.

**3.3 Policy Guidelines.** The Vanpool Operations Manual contains certain policies, procedures, reporting requirements and other obligations applicable to the Vanpool. Lessee will abide by, and will cause all participants in the Vanpool to abide by, the requirements of the Vanpool Operations Manual. A copy of the Vanpool Operations Manual has been furnished to Lessee, and Lessee hereby acknowledges receipt of the Vanpool Operations Manual. The provisions of the Vanpool Operations Manual are incorporated into, and made a part of this Agreement, by reference.

(A) Operation of Vanpool Vehicle. Lessee agrees to operate the Vanpool Vehicle in accordance with the provisions contained in the Safe Operating Habits section of the Vanpool Operations Manual.

(B) Vanpool Vehicle Inspection. Lessee agrees to perform daily, weekly and monthly inspections, in accordance with the provisions in the Vehicle Maintenance and Inspections section of the Vanpool Operations Manual and record any damage or items that may be operating incorrectly in an Inspection Log that may be discovered during such inspections.

(C) Lessee agrees to be responsible for the State Inspection and Emission test to be performed once a year no earlier than July and no later than May. UTA will provide Lessee with a list of authorized vendors available to perform State Inspection and Emission tests.

**3.4 Use of Vanpool Vehicle.** Lessee agrees to use the Vanpool Vehicle for the primary purpose of transporting Vanpool participants between their respective residences and places of work. Lessee shall not use the Vanpool Vehicle in conjunction with any illegal or unlawful purposes. Lessee shall not use the Vanpool Vehicle for any commercial purposes. Aside from limited, incidental personal use (as specifically permitted in Section 3.8 of this Agreement), Lessee shall only use the Vanpool Vehicle as contemplated by the Vanpool, as described in Section 1.1 of this Agreement. Any other use of the Vanpool Vehicle by Lessee shall be considered a default with respect to this Agreement may be considered a default with respect to this Agreement and shall constitute grounds for terminating this Agreement.

**3.5 Fueling and Maintenance.** Both the fuel and maintenance costs are included in the Lessee's monthly lease payment. Lessee agrees to be responsible for fueling and performing routine preventative maintenance on the Vanpool Vehicle in accordance with the Fueling Your Vehicle and the Vehicle Maintenance and Inspections sections of the Vanpool Operations Manual.

**(A) Maintenance.** Lessee's maintenance responsibilities as defined in the Vanpool Operations Manual include all oil and other fluid changes, tire inspections and repairs or replacements, brake inspections and repairs, wiper and bulb replacements and other scheduled service items, to be performed by UTA or a UTA-approved maintenance vendor. Lessee further agrees to maintain the Vanpool Vehicle in good condition. Lessee shall be responsible for any claim, damage or excess wear and tear occasioned by Lessee's failure to maintain the Vanpool Vehicle in accordance with the preventative maintenance service items designated in the Vehicle Maintenance and Inspections section of the Vanpool Operations Manual. The cost of fueling the Vanpool Vehicle: (i) may be paid directly by Lessee; or (ii) subject to prior arrangement with UTA, may be paid by UTA, with Lessee fully reimbursing UTA for such costs as part of Lessee's ensuing monthly lease payment. Failure of Lessee to maintain the Vanpool Vehicle in accordance with the scheduled service items contained in the Vehicle Maintenance and Inspections section of the Vanpool Operations Manual may lead to termination of this agreement in accordance with the provisions of Section 4.2 of this Agreement.

**(B) Fuel Card.** UTA will issue one (1) Fuel Card per Vanpool Vehicle to be used at any service station which accepts the UTA issued Fuel Card. Fuel cards may only be used to fuel the Vanpool Vehicle by the Vanpool Lessee or to purchase washes for the Vanpool Vehicle in accordance with the provisions in the Vehicle Cleanliness section of the Vanpool Operations Manual. **Use of the Fuel Card, except as specifically authorized under this Paragraph 3.5(A) may result in civil and criminal charges.**

**3.6 Lease Payments.** As consideration for the use of the Vanpool Vehicle for the term of this Agreement, Lessee agrees to promptly pay monthly lease payments as defined in Addendum 1 - Lease Payments. Payment will be made as follows:

(A) Each month UTA shall invoice Lessee for the total amount due at the rate set forth in Addendum 1. Lessee shall pay the amount invoiced within thirty (30) days of the date of invoice. Lessee shall pay a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

(B) Lessee agrees that UTA shall have the right to increase and/or decrease the amount of the monthly payment on a quarterly basis to reflect changes in UTA's actual operating costs. UTA shall give Lessee thirty (30) days advance written notice showing the change in the costs.

(C) To the extent UTA has incurred any amounts for any claim, damage or excess wear and tear occasioned by Lessee's failure to maintain the Vanpool Vehicle in accordance with the preventative maintenance service items designated in Vehicle Maintenance and Inspections section of the Vanpool Operations Manual during any month, such amounts shall be payable by Lessee within thirty (30) days of the date of invoice as part of Lessee's monthly lease payment for such month.

(D) All payments shall be made to: UTA Accounts Receivable Department, 669 West 200 South, Salt Lake City, UT 84101 without demand, setoff, delay or condition. Online payments may be made at the Lessee's request by contacting UTA's Accounts Receivable Department.

**3.7 Applicable Deductible.** If the Vanpool Vehicle is damaged as provided in Section 2.3 of this Agreement, Lessee shall be responsible for paying UTA \$0 within 30 days of the date of repair of the Vanpool Vehicle if terminated or replaced. If the Vanpool Vehicle is replaced in accordance with the provisions of Section 2.3A, Lessee shall pay UTA a deductible of \$0 within 30 days of the date the Vanpool Vehicle is replaced. Failure to pay any deductibles shall be grounds for termination in accordance with the provisions of Section 4.2 of this agreement.

**3.8 Limitation on Personal Use.** Any personal use of the Vanpool Vehicle shall be incidental and infrequent, and shall not exceed 50 miles per month in any given month. Any personal mileage in excess of these limits shall result in additional charges equal to the current IRS standard mileage reimbursement rate plus the cost per mile for the selected vanpool monthly mileage tier, at UTA's election, may constitute a default with respect to this Agreement. Personal use of the Vanpool Vehicle shall only be by the designated driver or alternative driver(s). Personal use of the Vanpool Vehicle shall not conflict with the needs of the Vanpool or the provisions of this Agreement. Without limiting the breadth of the preceding provision, the Lessee agrees that the Vanpool Vehicle shall under no circumstances be used for any of the following purposes: (i) camping; (ii) vacation travel; (iii) hauling campers, boats, trailers and similar items; (iv) transporting non-family members under the age of 18; or (v) moving furniture, equipment or similar items.

**3.9 Limitation on Non-Standard Equipment/Accessories.** Lessee shall not install or physically mount any non-standard equipment or accessories on or in the Vanpool Vehicle without the prior authorization of UTA. Lessee may apply



for authorization to install or mount a non-standard accessory or piece of equipment by contacting a UTA vanpool maintenance supervisor. Failure to obtain approval for any non-standard accessories prior to installation shall be grounds for termination in accordance with the provisions of Section 4.2 of this agreement.

**3.10 Compliance with Applicable Laws.** Lessee shall comply with all applicable motor vehicle laws and regulations. The Lessee shall satisfy and comply with all applicable state and federal rules and regulations concerning the operation of the Vanpool. The Lessee is solely responsible for, and shall indemnify, defend and hold UTA harmless with respect to, any citations, fines, fees or other costs associated with the Lessee's failure to comply with applicable laws.

**3.11 Fees.** Lessee may charge each commuter passenger a reasonable rider fee to help defray the operating costs of the Vanpool Vehicle. The amount of the fee paid by commuter passengers shall not exceed Lessee's operating costs, as set forth in the Vanpool Description and Monthly Lease Payment Worksheet.

**3.12 Sublease and Assignment.** Lessee agrees that it will not sublease or assign this Agreement or the operation of the Vanpool to a third party without the express prior written approval of UTA. All subleases or assignments permitted by UTA are subject to the conditions of this Agreement. Any attempted sublease in violation of this Agreement shall automatically terminate this Agreement.

**3.13 Monthly Ridership Reporting.** Lessee shall submit daily ridership and odometer readings on a monthly basis by the fifth (5<sup>th</sup>) day following the end of the month online at [www.utacommuter.com/uta2](http://www.utacommuter.com/uta2).

**3.14 Accident Reporting.** Lessee shall report any accident including those causing serious injury or fatality, or caused by an apparent mechanical equipment failure in the Vanpool Vehicle within 24 hours to the Vanpool Maintenance Supervisor.

**3.15 Permanent Vanpool Vehicle Log.** Lessee shall keep a permanent written log showing each one-way trip including the time, date and place and purpose of the trip and the name of driver. The log shall be signed by the driver. The log shall show the odometer reading at the commencement of the trip and the termination of the trip, and note any accident, damage or mechanical, maintenance or malfunction of the Vanpool Vehicle

**3.16 Expenses of Vanpool.** Any costs sustained by Lessee **that have not been previously approved** shall be paid directly by Lessee.

**3.17 Liens and Encumbrances.** Lessee agrees not to cause, permit or suffer any liens, encumbrances or security interests to be attached, filed or enforced against the Vanpool Vehicle.

**3.18 Nondiscrimination Assurance.** Lessee acknowledges that the Vanpool Vehicle was purchased, in part, with federal funding. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act" 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements of 49 CFR part 21; FTA Circular 4702.1 A, "Title VI Program Guidelines for Federal Transit Administration Recipients", and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA as follows:

- (1) Lessee assures that its Vanpool will be conducted in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) Lessee assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21.
- (3) Lessee assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these requirements.

- (4) Lessee assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.
- (5) As required by 49 CFR 21.7(a)(2), Lessee will include in each third party contract or sub agreement provisions to invoke the requirements of 49 U.S.C. 5332 and 49 CFR part 21, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

#### **SECTION 4 – VANPOOL VEHICLE LEASE TERMINATION**

**4.1 Termination.** The obligations of UTA under this Agreement shall terminate without further written notice at the expiration of this Agreement, unless UTA terminates the Agreement earlier, as provided in Section 4.2 of this Agreement. The expiration or earlier termination of this Agreement shall not affect any liabilities, debts or other obligations incurred prior to such expiration or earlier termination.

##### **4.2 Termination by UTA.**

**(A) Termination for Convenience.** UTA may terminate this Agreement for any reason with or without cause. Termination of the Agreement shall become effective on the date UTA delivers written notice of termination to Lessee at the address set forth in Section 5.3 of this Agreement.

**(B) Termination for Cause.** Should UTA determine that Lessee failed to meet its obligations in a timely and proper manner, or that Lessee has violated or is in breach or default with respect to any of its covenants under this Agreement. UTA shall notify Lessee in writing of such default, failure or violation. Following the date of such written notice, Lessee shall have five (5) days within which to correct the stated breach or default. Should Lessee fail to fulfill an obligation or to correct a breach or default of a covenant under this Agreement within five (5) days of receiving written notice, termination shall become effective on the date UTA delivers written notice of termination to Lessee at the address set forth in Section 5.3 of this Agreement.

**4.3 Termination by Lessee.** If during the term of this Agreement Lessee determines that the Vanpool is unsuccessful or is unable to continue the operation of the Vanpool, Lessee may submit a written request to abort the Vanpool and terminate this Agreement. Upon receiving that request, UTA will make arrangements to take back the Vanpool Vehicle and Lessee will have no prospective obligations under this Agreement, except to return the Vanpool Vehicle to UTA and return any Vanpool Operations Manuals or other equipment received by Lessee.

**4.4 Action by Lessee Following Termination.** If the operation of the Vanpool is terminated for any reason, Lessee shall: (a) submit in writing to UTA a cost breakdown of the operation of the Vanpool showing the current and accumulated rider's fee paid to Lessee; (b) deliver and peacefully surrender the Vanpool Vehicle to UTA as soon as possible, but not longer than three (3) days after termination. Upon delivery and surrender of the Vanpool Vehicle.

#### **SECTION 5 - MISCELLANEOUS**

**5.1. Tire Chain Addendum.** The parties accept Addendum 2 - Tire Chain Utilization

**5.2 Risk of Loss; Indemnification.** Lessee will be solely responsible for any uninsured risks resulting from the Vanpool. Lessee hereby agrees to indemnify, defend and hold UTA harmless from and with respect to any claims, causes of action, liability, damages, costs and expenses (including attorneys' fees) that are not covered as described above. Lessee shall also indemnify, defend and hold UTA harmless from and with respect to any claims, causes of action, liability, damages, costs and expenses (including attorneys' fees) that result from Lessee's breach of any covenant or obligation set forth in this Agreement.

**5.3 Notices.** Except as directed under Section 3.6D, 3.9 and 3.14 regarding the UTA payment recipient, any notice or communication to be given between the parties hereto shall either be emailed, personally delivered or mailed, postage prepaid by first-class mail, and addressed as follows:

Snowbird Mountain Resort  
 Ali Villarruel  
 9600 E Little Cottonwood Canyon Rd  
 Salt Lake City, UT 84092  
 Email: Avillarruel@snowbird.com

CC: Snowbird Mountain Resort  
Ali Villarruel  
9600 E Little Cottonwood Canyon Rd  
Salt Lake City, UT 84092  
Email: Avillarruel@snowbird.com

TO LESSOR/UTA: Vanpool Administrator  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101  
Phone No.: (801) 287-2065  
Email: utarideshare@rideuta.com

CC: The Utah Transit Authority  
Attention: Office of General Counsel  
669 West 200 South  
Salt Lake City, Utah 84101

Any party hereto may designate a different address for receipt of notices by giving written notice as provided above to the other parties hereto of its new mailing address.

**5.4 Entire Agreement.** There are no representations or other agreements between the parties hereto with respect to the subject matter, except as specifically set forth in this Agreement.

**5.5 Amendments.** This Agreement may only be amended by a written instrument executed by all parties hereto.

**5.6 Interpretation.** This Agreement shall be construed in accordance with the laws of the State of Utah. Any action brought to enforce or interpret the provisions of this Agreement shall be brought only in a District Court in the State of Utah, which court shall have exclusive jurisdiction and venue with respect to the matters contemplated in this Agreement. The captions which precede the Sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

**5.7 Liaison.** Each party shall designate one individual who shall be appointed to represent such party in the matters related to this Agreement. The respective representatives of the parties are as follows:

FOR LESSOR/UTA: Michael Goldman  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101  
Phone No.: (801) 287-2065

FOR LESSEE: Ali Villarruel  
Snowbird Mountain Resort  
9600 E Little Cottonwood Canyon Rd  
Salt Lake City, UT 84092  
Phone No: 801-933-2454  
Email: Avillarruel@snowbird.com

**5.8 Costs and Attorneys' Fees.** In the event of default by the parties hereto in the performance of their responsibilities and obligations hereunder, the non-defaulting party hereto shall be entitled to recover from the defaulting party, all costs and expenses, including court costs and attorneys' fees, incurred by the non-defaulting party in pursuing its remedies hereunder.

**5.9 Waiver.** The waiver of any provision of this Agreement, in whole or in part, can be made only by an agreement in writing signed by the parties. The waiver of any provision in a particular instance shall not constitute a waiver of any other provision in the same instance, nor any waiver of the same provision in another instance, but each provision shall continue in full force and effect with respect to any other existing or subsequent breach.

**5.10 Severability.** If any provision of this Agreement shall be deemed to be or shall in fact be, illegal, invalid, inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained illegal, invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

**5.11 No Third Party Beneficiaries.** This Agreement is not intended to, and shall not be construed so as to, create any rights in third parties, and no provision of this Agreement shall inure to the benefit of any person or entity not a party hereto.

**5.12 Facsimile and Electronic Signatures.** This Agreement may be executed and delivered by facsimile or other electronic means and upon such delivery the facsimile signature or electronic signature shall be deemed to have the same effect as if the original signature had been delivered.

**5.13 Approved as to Form.** So long as the standard Vanpool Vehicle Lease Agreement is not modified, UTA's Office of General Counsel has approved as to form.

#### **SECTION 6 - UTA CERTIFICATION REGARDING VANPOOL ARRANGEMENTS**

In accordance with Section 13 (c) of the Federal Transit Act, UTA certifies that this agreement limits Vanpool usage to Vanpool's designated driver and individuals who either:

- ☐ 1. have, without reimbursement in whole or part by either the Vanpool lessee or their employer, paid either a monthly subscription fare equal to at least one-fourteenth (1/14) of the Monthly Lease Payment required under the applicable Vanpool Lease Agreement, or a weekly subscription fare equal to at least one-forty second (1/42) of the Monthly Lease Payment required under the applicable Vanpool Vehicle Lease Agreement; or
- ☐ 2. are identified by name on a list of eligible riders, not exceeding seventeen (17) in number, which has been transmitted by UTA to the Union via regular mail prior to the day of Ridership; or
- ☐ 3. are among a class of individuals, the total members of which do not exceed forty-five (45) in number for the purposes of a lessee leasing one (1) van, thirty-five (35) in number per van for the purposes of a lessee leasing two (2) vans, or thirty in number per van for the purposes of a lessee leasing three (3) or more vans, identified in written notice to the Union transmitted by UTA via regular mail prior to the date of ridership; or
- ☐ 4. are being transported to or from one or two places of work, provided all such places of work must be more than two (2) miles from any UTA fixed route.



Snowbird Mountain Resort  
Attn: Ali Villarruel  
9600 E Little Cottonwood Canyon Rd  
Salt Lake City, UT 84092

12/06/2023

Addendum 1 - Lease Payments

Addendum to VAN-POOL VEHICLE LEASE AGREEMENT

THIS Addendum to VAN-POOL VEHICLE LEASE AGREEMENT (the "Agreement") is made and entered into this 6th day of December 2023 by and between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA" or alternatively, "Lessor"), and Snowbird, whose address is 9600 E Little Cottonwood Canyon Rd ("Lessee").

UTA will continue to honor the existing winter rate for Vanpool use by Snowbird at the usual rate of \$467 per van, billed monthly.



Snowbird Mountain Resort  
Attn: Ali Villarruel  
9600 E Little Cottonwood Canyon Rd  
Salt Lake City, UT 84092

12/06/2023

## Addendum 2 - Tire Chain Utilization

### Addendum to VAN-POOL VEHICLE LEASE AGREEMENT

THIS Addendum to VAN-POOL VEHICLE LEASE AGREEMENT (the "Agreement") is made and entered into this 6<sup>th</sup> day of December 2023 by and between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA" or alternatively, "Lessor"), and Snowbird, whose address is 9600 E Little Cottonwood Canyon Rd ("Lessee").

UTA vans do not come equipped with tire chains. If a Lessee requires tire chains, UTA will purchase the chains, but the Lessee is liable for all damage to the vehicle or to 3<sup>rd</sup> parties caused by the use of the tire chains unless the Lessee can demonstrate that the damage was not caused by improper use of the chains.