

SKI BUS SERVICE AGREEMENT
SMHG Management LLC,
a Delaware limited liability company
“Powder Mountain” 2024-2025

This Ski Bus Service Agreement (this “Agreement”) is made effective the 6th day of December, 2024 (the “Effective Date”) by and between SMHG Management LLC, a Delaware limited liability company, whose notice address for purposes of this Agreement is P.O. Box 1119, Eden, Utah 84310 (hereinafter referred to as the “**Sponsor**”) and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, (“**UTA**”).

RECITALS:

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

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

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

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

AGREEMENT:

1. Defined Term:
 - a. Authorized User: Administrator’s employees and season pass holders who have been issued a Pass in compliance with this Agreement.
 - b. Pass: A card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA’s transit system.

2. Term. So long as this Agreement has not been earlier terminated in accordance with Section 8 or otherwise in accordance with the terms of this Agreement, this Agreement shall be effective from the Effective Date through and including April 12, 2025.

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

- a. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid for more than thirty days (30) days.
 - b. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicle and all fare box revenue generated by the service.
8. Confiscation and Unauthorized Use of Pass. UTA shall have the right to confiscate a pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an authorized user or if UTA reasonably believes the pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated passes and notify the Sponsor. If the pass is an Sponsor-provided card, UTA will return it to Sponsor.
9. Reporting
- c. Partner Website. The UTA agrees to provide the following information to Sponsor through www.tap2rideuta.com 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 by selecting “reports.”
 - d. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party Sponsors, the UTA will provide additional Authorized User ridership data to Sponsor upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
 - e. Sponsor Data. Sponsor agrees to identify the type of each pass issued (employee or season pass-holder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Sponsor to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
 - f. Annual Ridership Report. The UTA will provide Sponsor with an annual written or electronic report summarizing the service provided under the terms of the

Agreement. UTA can also provide Sponsor with a breakdown of EFC pass usage if Sponsor provides pass holder information through bulk import.

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

color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

17. Relationship of the Parties. The relationship between the parties is an arms-length contractual relationship and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.
18. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.
19. Authorization. The persons executing this Agreement on behalf of a party represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.
20. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.
21. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per email as follows:

UTA: _____ email: _____

SMHG: _____ email: _____

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

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

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

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

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

SMGH POWDER MOUNTAIN

By: _____ Date: _____


Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

Approved as to  Name: _____
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UTA Legal Counsel

EXHIBIT A

WEBER COUNTY SKI SERVICE OPERATING PLAN

2024/2025

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

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

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

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

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

- Ogden Canyon Park and Ride Eden Park and Ride

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

EXHIBIT A

The routes and service times for Route 674 will be consistent with public information as shared on rideuta.com

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	12th St & Washington	Ogden Canyon Park & Ride	Eden Market	Moose Hollow Condominiums	Wolf Creek Drive & Moose Hollow	Powder Mtn Ski Resort
611a	621a	---	---	---	---	641a	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
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To Ogden Station

DESTINATION TIMEPOINTS											
Powder Mtn Ski Resort	Powder Mtn Night Skiing Area	Moose Hollow Condominiums	Wolf Creek Drive & Moose Hollow	Eden Market	Ogden Canyon Park & Ride	12th St & Washington	23rd St & Washington Blvd	25th St & Washington Blvd	26th St & Lincoln Ave	24th St & Lincoln Ave	Ogden Central
1245p	1247p	107p	109p	114p	132p	138p	143p	145p	146p	148p	152p
145	147	207	209	214	232	238	243	245	246	248	252
245	247	307	309	314	333	339	345	347	348	350	354
335	337	357	359	404	423	429	435	437	438	440	444
435	437	457	459	504	523	529	535	537	538	540	544
535	537	557	559	604	623	629	635	637	638	640	644
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In order to accommodate the arrival of most passengers on this route, express trips may leave early from destination timepoints

Ogden Ski Service

Route 674 to Powder Mountain Resort

Route 675 to Snowbasin Resort

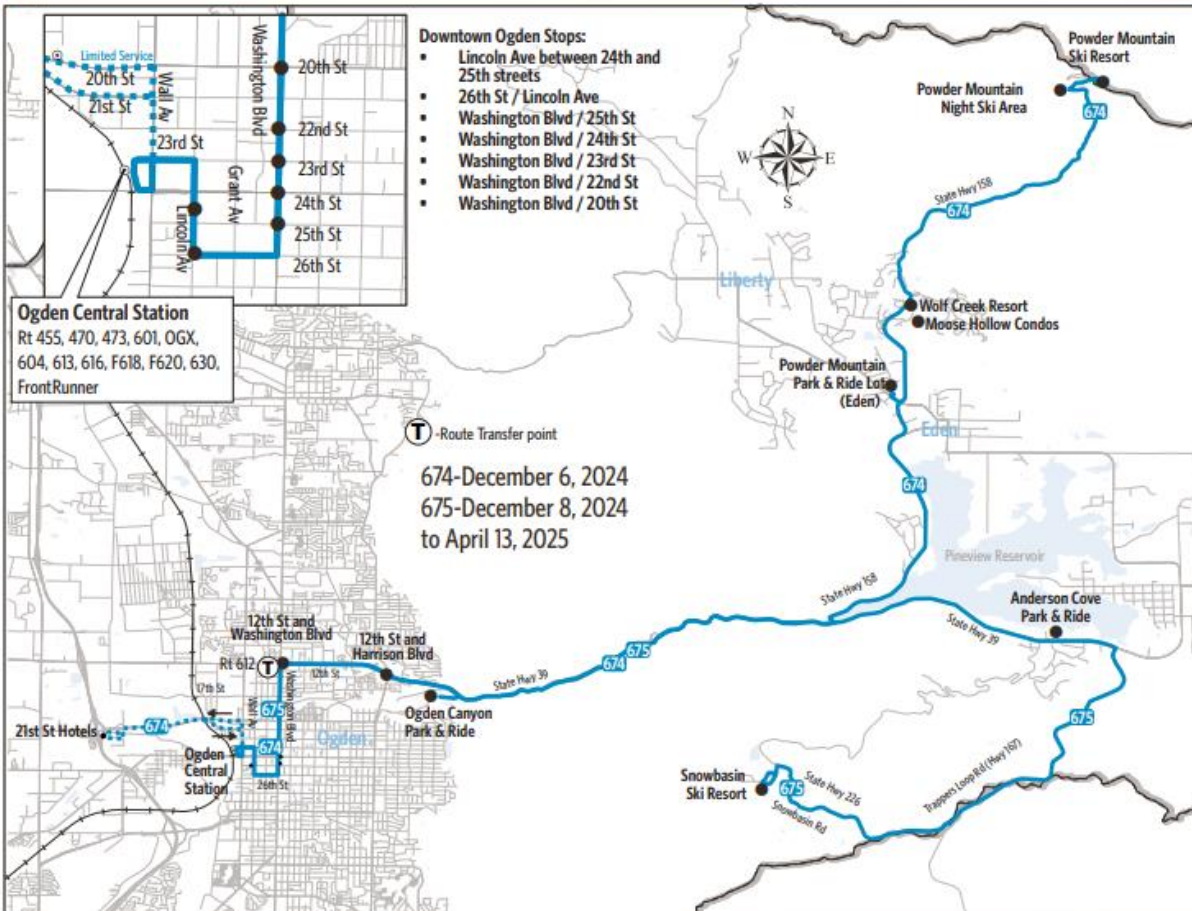


EXHIBIT B
BASE PURCHASE PRICE

Contract Year	Term Dates	Base Purchase Price
Y1	December 6, 2024-April 12, 2025	\$83,464.00