

**VISIT SALT LAKE
SALT LAKE SKI SUPER PASS AGREEMENT
2021-2022**

This Salt Lake Ski Super Pass Agreement ("Agreement") is made effective November 15, 2021 between **VISIT SALT LAKE**, a Utah non-profit corporation ("Visit Salt Lake" or "Administrator"), whose address is 90 South West Temple, Salt Lake City, Utah 84101 and **UTAH TRANSIT AUTHORITY** ("UTA"), a public transit district organized under the laws of the State of Utah.

RECITALS:

WHEREAS, Visit Salt Lake markets a Salt Lake Ski Super Pass (the "Super Pass" or "Pass") to tour operators, hotels, property management companies, ski councils, travel agencies and other entities promoting tourism in the Salt Lake County area (collectively the "Providers");

WHEREAS, the Providers sell the Super Pass as part of travel packages or overnight lodging packages;

WHEREAS, the Super Pass is redeemable by the holder for an all-day ticket at Snowbird Ski Resort, Alta Ski Area, Brighton Resort and Solitude Ski Resort, all of which are served by UTA ski buses;

WHEREAS, Visit Salt Lake desires to include limited transit eligibility as part of the Super Pass, which will allow holders of the Super Pass to travel to the resorts via UTA TRAX and UTA ski buses without additional cost; and

WHEREAS, Visit Salt Lake will reimburse UTA for transit usage by Super Pass holders at the rate set forth below.

AGREEMENT:

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **SALT LAKE SKI SUPER PASS DESIGN AND DISTRIBUTION.** Visit Salt Lake shall be primarily responsible for designing, producing, marketing, and distributing the Super Pass. The design of the Super Pass will include imbedding UTA's Electronic Fare Collection ("EFC") information within each Super Pass subject to the approval of UTA, which approval will not be withheld unreasonably. The Super Pass will be designed in a manner that will deter unauthorized reproduction or other fraud or abuse.
2. **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.

3. **VOUCHER RECOGNIZED AS TRANSIT FARE.** For the term of this Agreement, UTA will also recognize a valid Salt Lake Ski Super Pass Voucher Confirmation and Partner Confirmation ("Voucher") printed or displayed on a mobile device as valid fare on the Ski Bus Service and connecting UTA service (FrontRunner, TRAX, Regular Bus or Streetcar) for a single, initial trip to a resort. Once at a resort, Vouchers shall be exchanged for a Pass. Vouchers are not valid fare on any Paratransit service or other special service.
4. **NON-CONNECTING SERVICE.** UTA transit services which do not connect with Ski Bus Service are "non-connecting service." It is the responsibility of the Administer to restrict use on these non-connecting services by notifying Authorized Users of services Passes are valid on.
5. **HANDLING OF FARE MEDIA.** Visit Salt Lake shall not furnish, provide, assign, sell or resell, or otherwise transfer Super Pass or Voucher to any person who has not purchased or is not eligible to purchase a Super Pass. Issuance records for each issued Super Pass shall be maintained in a log for such purpose. Visit Salt Lake must maintain a log for all Passes issued. At all times during the term of this Agreement, Visit Salt Lake must be able, upon request of UTA, to account for all Passes under this Agreement. The obligation under the preceding sentence shall include: (a) Visit Salt Lake maintaining the unique identification number of each issued Super Pass and the corresponding person issued such Pass; and (b) Visit Salt Lake 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 Visit Salt Lake at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.
6. **CONFISCATION OF SUPER PASS OR VOUCHER FOR UNAUTHORIZED USE.** UTA shall confiscate any Super Pass (without notice to Visit Salt Lake) or Voucher that UTA reasonably believes has been duplicated, altered, or misused. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters, or uses a Super Pass or Voucher in any unauthorized way.
7. **NON TRANSFERRABLE.** Super Passes and Vouchers are not transferrable.
8. **PAYMENT.**
 - A. **Monthly Payment.** UTA shall issue Administrator an invoice for actual Pass usage each month within five days after the month ends. Administrator agrees to pay \$8.00 per card used, per day, which is a 20% discount off two ski trips at \$5.00 each. Administrator shall pay UTA within thirty (30) days of the date of the invoice. 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 above. 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. In addition, UTA shall suspend Administrator's ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

- B. Form of Payment. 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

9. **REPORTING.**

- A. Partner Website. The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) action history- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting "reports."
- B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a trip count of its Authorized Users' ridership on Ski Bus Service during the preceding month.
- C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
- D. 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.
10. **SKI BUS ROUTES AND HOURS OF OPERATION.** The routes and hours for the operation of the ski buses and all other UTA transportation services shall be established by UTA from time to time in its sole discretion.
11. **TERM.** This Agreement shall be effective as of the date first set forth above and shall continue in full force terminating April 30, 2022
12. **TERMINATION.** Either party may terminate this Agreement, with or without cause, by providing 30 days' written notice to the other party.

13. **NON-DISCRIMINATION.** Visit Salt Lake agrees that it 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, or age in accordance with the requirements of 49 U.S.C. 5332.
14. **FORCE MAJEURE.** In the event of a labor strike, threatened strike, interruption, threatened interruption or other events including war, civil disturbance, act of God, or other events not under the control of UTA which disrupt bus service in all or portions of the transit district, UTA reserves the right to take such action with respect to the routes, including the right to terminate service without notice, as it deems in its best interest, considering the safety of its employees and passengers, and the protection of its buses.
15. **ATTORNEY'S FEES.** In the event of any action, proceedings, or litigation arising from default in performance of any of the provisions of this Agreement by either UTA or Visit Salt Lake, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs in connection with enforcement of this Agreement.
16. **WAIVER.** The waiver by either party of any of the covenants 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 UTA hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.
17. **NOTICES.** Any notice or demand to be given by one party to the other shall be given in writing by personal service, telegram, express mail, Federal Express, DHL 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 SPONSOR:

Sponsor: _____
ATTN: _____
Address: _____
Address 2: _____
City, State, Zip _____

IF TO UTA:

Utah Transit Authority
ATTN: Kensey Kunkel
669 West 200 South
Salt Lake City, Utah 84101

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.

- 18. **SUCCESSORS AND ASSIGNS.** This Agreement shall not be assigned without the written consent of the other party. This Agreement with all its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.
- 19. **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.
- 20. **ENTIRE AGREEMENT INTEGRATION.** This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between UTA and Visit Salt Lake, either oral or written between them regarding matters treated herein. Except as herein otherwise provided, no subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.
- 21. **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.
- 22. **CHOICE OF LAW: VENUE.** This Agreement shall be governed in all respects by the laws of the State of Utah. Any claim or dispute arising out of this Agreement shall be resolved by a court located in Salt Lake County, Utah.

23. **OTHER INTERESTS.** No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

24. **PRIOR AGREEMENT.** This Agreement shall supersede, replace, and terminate all prior agreements between the parties.

IN WITNESS WHEREFOR, each of the parties has executed this Agreement as of the date first set forth above.

VISIT SALT LAKE

UTAH TRANSIT AUTHORITY

By: Bart Blaisdell Digitally signed by Bart Blaisdell Date: 2021.10.13 16:18:06 -06'00' Date: 10/13/2021

Name: Bart Blaisdell

Title: Senior VP of Finance & Operations

By: _____ Date: _____

Name:

Title

By: _____ Date: _____

Name:

Title:

Approved as to Form:

DocuSigned by: Mike Bell Date: 10/21/2021

Michael Bell
Assistant Attorney General
Counsel for UTA