

**GENERAL TERMS AND CONDITIONS
OF
2016 ECO PASS RENEWAL AGREEMENT**

These General Terms and Conditions, when accepted by Sponsor shall constitute an Agreement between UTA and the Sponsor for the purchase, issuance and use of discounted transit passes for all Employees of Sponsor at Sponsor's Business Location.

SECTION I: DEFINITIONS

1.1 The term "Base Purchase Price" means the base purchase price of the Passes in accordance with the terms of this Agreement, exclusive of any Fuel Surcharge fees that may be imposed by UTA or that may be due and owing.

1.2 The term "Cardholder" means Employees who have been issued a Pass in accordance with this Agreement.

1.3 The terms "ECO Pass," "Pass" or "Passes" means an identification card for use as set forth in this Agreement. For purposes of this Agreement an Eco Pass, Pass or Passes shall be an electronic fare card issued in compliance with this Agreement that is electronically enabled and authorized to be used for UTA transit services in accordance with UTA's EFC Rules and Cardholder Rules.

1.4 The term "Effective Date" shall mean January 1, 2016, unless the parties agree otherwise.

1.5 The term "Electronic Fare Administration Rules" means the rules established by UTA governing the electronic activation and deactivation of electronic fare cards, including Eco Passes found at http://www.rideuta.com/uploads/EFCCardholderRules_7_27_11_links1.pdf as of the date of execution of this Agreement, including any addenda referenced therein

1.5 The term "Emergency" means: (a) an unplanned change in the Employee's work schedule which causes the Employee to miss the Employee's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Employee or the Employee's Immediate Family Member which requires the Employee to immediately leave work to attend to the needs of the Employee or an Immediate Family Member and regularly scheduled transit trips will not permit the Employee to meet such needs.

1.6 The term "Employee" means: (a) each person employed by Sponsor on a full-time basis at Sponsor's Business Location; and (b) each person employed by Sponsor on a part-time basis at Sponsor's Business Location where Sponsor, at its option, has decided to treat all part-time employees as full-time employees for purposes of this Agreement, who are issued a Pass in compliance with this Agreement; and (c) when issued a Pass for purposes of this Agreement, the individual whose name appears on the Pass. The term "Employee" shall not include: (1) individuals employed at Sponsor's Business Location participating in a UTA van pool program; or (2) individuals that work a shift for nine months or more of the year with one trip of the individual's transit commute falls outside of UTA operating hours.

1.7 The term "Fare Recognition Level" means the level of fare recognition purchased by Sponsor. The Fare Recognition Level dictates the transit services an Employee can use without additional fare payment. Base Purchase Prices reflecting the Fare Recognition Level are contained in Schedule 1. A Sponsor may select from the following two options and such selection shall appear on the Verification Page attached as Exhibit "B":

1.7.1 Local Fare Recognition Level. An Employee's Pass is recognized as full fare payment on Local Services and partial fare on any Premium Express Routes. An Employee must pay an additional fare to use Premium Express Routes either on a cash fare paying per ride basis or by purchasing a monthly pass; or

1.7.2 Premium Fare Recognition Level. An Employee's Pass is recognized as full fare on Local Routes and Premium Express Routes, without additional fare payment by an Employee.

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

1.9 The term "Immediate Family Member" means a spouse, child, step-child of the Employee, or other person who resides in the same residence as the Employee and is the dependent of the Employee.

1.10 The term "Local Transit Routes" means regular fixed route bus, MAX bus rapid transit, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways and or TRAX/Streetcar stations. UTA routes not included in the term Local Transit Routes are ski service routes, Premium Express Routes, route deviation trips, Park City Connect Service routes, FrontRunner commuter rail routes and special service routes including ADA Paratransit.

1.11 The term "Premium Express Routes" means regular fixed route bus, express bus, MAX bus rapid transit, Streetcar light rail, TRAX light rail, and FrontRunner commuter rail routes operated by UTA. UTA routes not included in the definition of "Premium Express Routes" are ski service routes, route deviation trips, Park City Connect Service routes, or special service routes, including ADA Paratransit.

1.12 The term "Sponsor" means the business entity defined as Sponsor on the Verification Page emailed by UTA.

1.13 The term "Sponsor's Business Location" means one or more qualified places of business operated by Sponsor within UTA's service district. Each location constituting "Sponsor's Business Location" shall be approved by UTA and listed on the Verification in Exhibit "B".

1.14 The term "Transit Service Level" means the level of transit service provided by UTA in proximity to Sponsor's Business Location in accordance with Schedule 1. Sponsor's Transit Service Level shall be reflected on the Verification Page (Exhibit "B"). The Transit Service Level is based upon: (a) the number of Local Transit Routes provided by UTA passing within one-quarter (1/4) mile walking distance of Sponsor's Business Location during the morning weekday transit peak period between 6:30 a.m. and 8:30 a.m.; or (b) whether Sponsor's Business Location is located within one-half (1/2) mile walking distance of any TRAX, Streetcar or FrontRunner station location. For purposes of determining the Transit Service Level, walking distance shall be calculated using the shortest distance from the transit stop to Sponsor's Business Location using available public thoroughfares or private rights-of-way generally open to the public during the morning weekday peak transit periods. The Transit Service Level is divided into the following four (4) classes of transit service as follows:

1.14.1 Service Level "A" means: (a) at least 65 transit vehicle trips passing within one-quarter (1/4) mile walking distance of Sponsor's Business Location during the morning weekday

peak period; or (b) the location of Sponsor's Business Location within one-half (1/2) mile walking distance of any Rail station location.

1.14.2 Service Level "B" means: (a) at least 40, but less than 65, transit vehicle trips passing within one-quarter (1/4) mile walking distance of Sponsor's Business Location during the morning weekday peak period.

1.14.3 Service Level "C" means: (a) at least 25, but less than 40, transit vehicle trips passing within one-quarter (1/4) mile walking distance of Sponsor's Business Location during the morning weekday peak period.

1.14.4 Service Level "D" means at least one, but less than 25, transit vehicle trips passing within one-quarter (1/4) mile walking distance of Sponsor's Business Location during the morning weekday peak period.

1.14.5 Service Level "A-Rail" means a rail station of any kind is within one-half (1/2) mile walking distance of Sponsor's Business Location.

1.15 The term "Verification" means the information on the Verification Page confirming Sponsor's elections under this Agreement. This Agreement is not valid until the Verification is forwarded to UTA and Sponsor receives a written confirmation from UTA. Upon written confirmation, the terms set forth in the Verification are incorporated into this Agreement. A form of Verification is attached hereto as Exhibit B.

SECTION II: TERMS AND CONDITIONS

2.1 Electronic Fare Card Media/Form of Passes. Each Pass shall be in the form of a unique electronic micro-chip embedded in an electronic identification card issued by either UTA or Sponsor. Each Pass shall be individually numbered. UTA printed electronic fare cards shall be provided to Sponsor. Sponsor agrees to: (1) implement and comply with UTA's EFC Rules; and (2) train staff with Pass issuance or administration responsibilities on UTA's EFC Rules. Sponsor may re-issue previously issued Passes to Employees, provided (1) the Employee continues to meet the definition of an Employee for purposes of this Agreement; and (2) the Pass is not re-issued to a different Employee.

2.2 Issuance of Passes. Sponsor agrees to purchase Passes for every Employee employed by Sponsor at Sponsor's Business Location. Sponsor is responsible for the distribution and issuance of Passes to its Employees. Sponsor agrees to re-use previously issued Passes for every Employee in the event Sponsor has entered an Eco Pass Agreement for the previous year. The number of Passes issued under this Agreement shall be based on the total number of Employees employed at Sponsor's Business Location as of the Effective Date of this Agreement, excluding Employees participating in a UTA van pool program. If the number of Employees employed at Sponsor's Business Location decreases during the term of this Agreement by more than ten percent (10%) of the Number of Sponsor's Employees identified in Exhibit "B", Sponsor shall inform UTA in writing within thirty (30) days of such decrease. Upon delivery of such notice, Sponsor may return Passes as required by any decrease in accordance with Section 2.8. In addition, Sponsor may purchase additional Passes at the prorated Annual Base Purchase Price per Employee, as required by any increase. The Sponsor shall submit a revised Exhibit "B" via email to its UTA Marketing Representative to allow the increase.

2.3 Restrictions on Sponsor Charges to Employees. Although Sponsor may implement a charge to Cardholders to offset the cost incurred by Sponsor for the Passes, in no event shall the Sponsor's aggregate charges to Cardholders for the Passes exceed the total amount paid to UTA pursuant to this Agreement. To the extent any profits are generated by the sale of Passes to Cardholders, Sponsor shall provide an accounting to UTA and report and transfer any such proceeds to UTA, less any commercially reasonable and verifiable administrative expenses incurred by Sponsor associated with this Agreement.

Upon the request of UTA, Sponsor shall submit an accounting detailing the number of Passes sold and the amount paid by Cardholders for Passes.

2.4 Passes Recognized as Transit Fare.

2.4.1 So long as this Agreement has not been terminated in accordance with Paragraph 2.13, each Pass issued to a Cardholder under this Agreement and in compliance with this Agreement, when used by such Cardholders to “tap-on” and “tap-off” at designated card readers when boarding and alighting a UTA transit vehicle in accordance with UTA’s EFC Rules, such Pass shall be recognized as: (1) full fare for Local Transit Routes, if Sponsor selected the Local Fare Recognition Level, and partial fare on Premium Express Routes; or (2) full fare for both Local Transit Routes and Premium Express Routes, if Sponsor selected the Premium Fare Recognition Level. Sponsor’s selected Fare Recognition Level shall be reflected on the Verification in Exhibit “B”. Notwithstanding the forgoing, the payment of any applicable Fuel Surcharge by Sponsor shall be a condition to the use of the Pass by a Cardholder on any Local Transit Route or Premium Express Route. Passes are non-transferable. Cardholders are required to show valid picture identification if requested to do so by an authorized UTA representative.

2.4.2 Sponsor acknowledges that it is responsible for ensuring that Cardholders are made aware of UTA’s EFC Rules, including but not limited to the requirement that all Cardholders are required to “tap-on” and “tap-off” at designated readers when riding UTA services. Failure to do so may result in a citation or fine pursuant to UTA Ordinances.

2.4.3 UTA’s Local Transit Routes and Premium Express Routes are public transit services, which may be modified from time to time as UTA modifies its public routes.

2.5 Term of Agreement and Passes. The term of this Agreement shall be from the Effective Date to December 31, 2016. Each Pass is valid from the Effective Date through December 31, 2016, unless it is confiscated pursuant to Section 2.9.

2.6 Handling of Passes; Sponsor's Control of Issued Passes. Sponsor shall not furnish, provide, assign, resell or otherwise transfer a Pass to any persons or entities not qualifying as an Employee under this Agreement. Sponsor agrees to furnish to UTA the number of all Employees employed at Sponsor’s Business Location: (a) at the execution of this Agreement; (b) at the time of any request by Sponsor to purchase or return Passes as authorized under Paragraph 2.8; (c) at the time of any renewal of this Agreement; or otherwise (d) upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include: (w) Sponsor maintaining a record identifying each Pass issued by Sponsor to a Cardholder, which record shall include the number of each issued Pass and the corresponding Employee issued such Pass; (x) printing the Cardholder’s name on the Pass in permanent ink prior to issuance to user; (y) Sponsor being able to produce for inspection, upon request, any Pass purchased by Sponsor that has not been issued to an Employee; and (z) Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Within twenty-four (24) hours, Sponsor shall deactivate the Pass of any terminated employee. UTA maintains the right, upon reasonable notice, to inspect during reasonable business hours all such records maintained by Sponsor at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other purpose.

2.7 Payment for Passes.

2.7.1 Sponsor shall pay to UTA the Annual Base Purchase Price contained in the Fare Recognition Rate Schedule at Schedule 1 and reflected in Exhibit “B” for the number of Passes

issued during the term of this Agreement. Upon execution of this Agreement, Sponsor shall pay to UTA, the Base Purchase Price no later than January 31, 2016.

2.7.2 Sponsor shall pay to UTA a Fuel Surcharge fee on a quarterly basis, in accordance with the schedule contained in Exhibit "A" based upon the Base Purchase Price. Sponsor shall pay Fuel Surcharge fees within thirty (30) days of invoice by UTA.

2.7.3 UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid ninety (90) days from date of invoice. Unpaid balances for the Base Purchase Price shall be billed a late fee if not paid by January 31, 2016 or such other date agreed upon by the parties in writing, but no more than ninety (90) days from date of invoice. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid ninety (90) days from date of invoice.

2.8 Return of Passes. Sponsor shall be permitted to return, and UTA may demand the return of, valid Passes to UTA: (a) in the event this Agreement is terminated prior to the expiration of the term hereof; (b) in the event of a relocation of Sponsor's Business Location or discontinuation of Sponsor's operations outside the public transit district; or (c) in the event of a reduction in the number of Employees of Sponsor by ten percent (10%) or more, in accordance with Section 2.2. In the event Passes are returned as set forth above, UTA shall refund to Sponsor the prorated remaining value of each returned Pass. Any returned Pass determined to have been used in violation of this Agreement will not be eligible for refund.

2.9 Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an eligible Employee. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated, altered or used in any unauthorized way. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and Sponsor had actual knowledge of such action; (b) Sponsor falsely certified to UTA, the name of person that is not an Employee; or (c) the unauthorized use resulted from Sponsor's acts, omissions or misconduct. UTA shall have the right to confiscate any Pass if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given by the Sponsor or its authorized representatives to non-eligible persons. UTA will deactivate a Pass that is confiscated and Sponsor will receive no credit for these Passes. UTA has a right to charge Sponsor a prorated price to replace a confiscated Pass.

2.10 Non-Transferrable. Passes are not transferable to any other Cardholder, member of the Cardholder's household, or any other person.

2.11 Replacement for Lost, or Stolen Passes. Sponsor may issue a replacement Pass for a Pass that is lost, stolen or replaced because of a terminated Employee. Sponsor will deactivate a lost, stolen or replaced Pass using the UTA partners website, www.tap2ride.com/uta-partners. Sponsor shall not issue a replacement for a confiscated Pass unless UTA receives payment at a prorated price.

2.12 Security Terms. Sponsor agrees to be responsible and accountable for all Passes delivered to Sponsor by UTA and to treat unissued Passes with the same care and safeguards as cash. Only one card may be active at any time for any Cardholder.

2.13 Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Either party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. In the event that UTA terminates the Agreement prior to the end of the term of this Agreement, UTA shall refund to the Sponsor the prorated remaining value of each returned Pass (as

calculated using the Base Purchase Price as identified in the Verification attached as Exhibit "B"). No portion of any Fuel Surcharge payment will be refunded.

2.14 Guaranteed Ride Home. In order to accommodate the Emergency needs of Sponsor's Cardholders, UTA agrees that during the term of this Agreement it will provide a guaranteed ride home for a Cardholder who cannot take a customary scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Cardholders from Sponsor's Business Location to a Cardholder's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxi cab. If UTA selects the option of using a UTA vehicle driven by a UTA employee, the Sponsor understands that UTA is a governmental entity covered by the Utah Governmental Immunity Act and provides self insurance only to the amount of approximately \$500,000 per individual and approximately \$1,000,000 per occurrence. If UTA selects the option of a taxi cab, the taxi shall be required to provide public liability insurance in an amount required by State law. A Cardholder shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.15 Other Interests. No person not a party to this Agreement (other than affiliated or sister companies of Sponsor) shall have any rights or entitlement of any nature under it.

2.16 Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

2.17 Costs and Attorney's Fees. If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

2.18 Notices. All notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown on the Verification Page of this Agreement or at such other address or addresses as each may hereafter designate in writing. 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.

2.19 Intent to be Legally Bound. The individual completing the on-line application for Eco pas Renewal hereby affirms that her or she has duly caused this Agreement to be executed and is duly authorized by his or her respective governmental entity, corporation, partnership, or limited liability company to authorize this Agreement and bind such governmental entity, corporation, partnership, or limited liability company to execute this Agreement.

2.20 Privacy. UTA does not maintain any personally identifiable information of Sponsor's Employees. UTA will not disclose any personally identifiable information to any third parties, except as required by law.

2.21 Nondiscrimination. Sponsor 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, age, or disability in accordance with the requirements of 49 U.S.C. §5332.

2.22 Approved as to Form. So long as the standard General Terms and Conditions are not modified, UTA's Office of General Counsel has approved as to form.

The exhibits and schedules constitute an integral part of this Agreement:

Exhibit "A": Fuel Surcharge Indicator Matrix

Schedule 1: Fare Recognition Rate Schedule

Schedule 2: Service Level Indicator

Exhibit "B": Verification Schedule of ECO Pass Payments

Exhibit “A”

FUEL SURCHARGE INDICATOR MATRIX

Quarterly DOE Diesel/Gallon	ECO Contract Annual Surcharge	ECO Contract Quarterly Surcharge
\$.00-\$3.99	0%	0%
\$4.00-\$4.99	10%	2.5%
\$5.00-\$5.99	20%	5.0%
\$6.00-\$6.99	30%	7.5%
\$7.00-\$7.99	40%	10.0%
\$8.00-\$8.99	50%	12.5%
\$9.00-\$9.99	60%	15.00%
\$10.00-\$10.99	70%	17.5%
\$11.00-\$11.99	80%	20%

FUEL SURCHARGE FEE SCHEDULE

Quarter of Fuel Price Measurement	Dates of Fuel Price Measurement	Quarterly DOE Diesel Price	Fuel Surcharge Level	Amount	Effective Date	Due Date
1Q 2016	01/01/2016 - 03/31/2016	To be determined	To be determined	To be determined	5/1/2016	06/1/2016
2Q 2016	04/01/2016 – 06/30/2016	To be determined	To be determined	To be determined	8/1/2016	09/1/2016
3Q 2016	07/01/2016 – 09/30/2016	To be determined	To be determined	To be determined	11/1/2016	12/1/2016
4Q 2016	10/01/2016– 12/31/2016	To be determined	To be determined	To be determined	2/1/2017	3/1/2017

Schedule 1
2016 FARE RECOGNITION RATE SCHEDULE

Product	Service Level	Base Purchase Price <u>with</u> Local Fare Recognition	Base Purchase Price <u>with</u> Premium Fare Recognition	Price Valid Until
2016ECO Pass	A	\$301.00	\$396.00	12/31/2016
2016ECO Pass	B	\$235.00	\$306.00	12/31/2016
2016 ECO Pass	C	\$142.00	\$189.00	12/31/2016
2016 ECO Pass	D	\$68.00	\$91.00	12/31/2016
2016 ECO Pass	A-Rail	\$301.00	\$396.00	12/31/2016

The Base Purchase Price is based upon the purchase of Passes for all Employees of a Sponsor at Sponsor's Business Location.

Schedule 2
Service Level Indicator

Service Level	Peak Period Trips Within ¼ Mile
A	65+ Trips
B	40-64 Trips
C	25-39 Trips
D	1-24 Trips
A-Rail	Businesses within ½ Mile of any Rail station

Exhibit “B”

VERIFICATION

SCHEDULE OF ECO PASS PAYMENTS

2016

Sponsor’s Business Location:

Telephone: _____

Email: _____

BUSINESS LOCATION A BASE PURCHASE PRICE PAYMENT CALCULATOR AND SCHEDULE	
Sponsor’s Level of Service at Business Location	
Sponsor’s Fare Recognition Level (Local or Premium)	
Number of Sponsor’s Employees as of December 1, 2015	
Sponsor’s Base Purchase Price per Employee	
Sponsor’s Annual Base Purchase Price (through December 2016)	Due on or before January 31, 2016

* Plus any applicable fuel surcharge