

**MEMORANDUM OF UNDERSTANDING BETWEEN TOWN OF ALTA  
AND THE ALTA LODGE**

This Memorandum of Understanding (“MOU”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the Effective Date”) by and between the **Alta Lodge Company** (“ALC”), a Utah corporation, and the **Town of Alta** (“TOA”), a municipality incorporated in Utah. ALC and TOA are also individually referred to as “Party” and collectively as “Parties.”

**RECITALS**

WHEREAS, ALC owns property along the south side of State Road 210 (“Property”);

WHEREAS, TOA, ALC, and the Utah Department of Transportation (“UDOT”) entered into a license agreement in 2003 which granted a limited non-exclusive license to enter upon ALC’s private parking areas for snow removal, avalanche control, and vehicular parking purposes (“2003 License Agreement”). A copy of the 2003 License Agreement is attached and incorporated as Exhibit 1 to this MOU; and

WHEREAS, pursuant to the 2003 License Agreement, the ALC Property has been used for business operations and public vehicle parking; and

WHEREAS, TOA and the Alta Ski Lift Company (“ASL”) have each implemented a parking program to restrict and regulate parking within TOA, and

WHEREAS, ALC wishes to include Property within ASL’s parking systems.

WHEREAS, ALC entered into an MOU with ASL on January 12, 2022, to exchange 18 of the parking spaces which is the “Open Space/Parking” in the 2003 License Agreement to be used in ASL’s parking program for early morning parking and Saturdays, Sundays, and Holiday periods in exchange for 18 overnight or day vehicle parking spots. (“ALC/ASL MOU”). Other times, the Property is available to the general public as allowed by Town laws. A copy of the ASL MOU 2003 License Agreement is attached and incorporated as Exhibit 2 to this MOU;

NOW, THEREFORE, the Parties hereby agree as follows:

The Recitals set forth above are hereby expressly incorporated into and made a part of this MOU.

**1. TERMS**

- a.** TOA agrees that the 2003 License Agreement will continue in full force and effect as stated in that document.
- b.** ALC confirms that it is the majority owner of the Property. TOA finds this MOU meets the requirements of Town of Alta Ordinance 2022-O-1 as an agreement and under this MOU is considered quasi-public parking.

- c. The TOA Marshal's Office agrees to patrol ALC Property except for the parking that is for the exclusive use of ALC and assist with public safety issues and safety related parking issues, consistent with historical practice.
- 2. **TERM** The term of this MOU will commence on the Effective Date and continue through May 31, 2022.
- 3. **TERMINATION** Either party will have the right to terminate this MOU in the event the other party fails to perform any of the terms and conditions specified herein, on condition that the responsible party has been notified in writing by the non-breaching party and that the responsible party has not corrected the failure within seven (7) days, or such additional time as the Parties agree is reasonably necessary, of its receipt of written notice.

In addition, either party may terminate this MOU with 30 days written notice for any other reason than a failure to perform as described above in this paragraph.

4. **MISCELLANEOUS**

- a. **Indemnity.** The TOA and ASL covenant and agree to indemnify, hold harmless and defend each other from all fines, suits, claims, demands, and actions of any kind and nature related to the terms of this MOU and each party's operations hereunder and agree to assume all the risk in the operation of its activities hereunder, and each party is solely responsible and answerable in damages for each party's respective parking areas.
- b. **No Assignment Without Prior Consent.** The covenants and agreements contained within this MOU shall apply to the benefit of and be binding upon the parties and shall not be assigned without the prior written consent of both parties.
- c. **Contact Information/Communication.** Any correspondence or communication may be issued to the below-listed address or phone number of the parties:

If to ALC:

Name  
Address  
Address  
Phone  
Email

If to TOA:

Chris Cawley, Assistant Town Administrator  
PO Box 8016  
Alta, Utah 84092

Telephone No.: 801-363-5105  
Facsimile No.: 801-742-1006  
Email: ccawley@townofalta.com

**d. Modification.** This MOU will constitute the entire agreement between the parties hereto, and it may not be amended except in a written document signed by each party.

**e. Entire Agreement.** This MOU and any attached exhibits or attachments hereto constitute the entire agreement between the Parties and supersedes all other prior writings, communications, and understandings.

**5. No Third-Party Beneficiaries.** This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent provided by applicable statute, nor other third party shall have any rights under this Agreement.

**6.**

IN WITNESS WHEREOF, each party to this MOU has caused it to be executed on the date indicated below.

Alta Lodge Company

Town of Alta

\_\_\_\_\_  
Signature/Name

\_\_\_\_\_  
Roger Bourke, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Piper Lever, Town of Alta Town Clerk