

OGX Grand Opening Funding Agreement
Sponsored System-wide Fare

This **FUNDING AGREEMENT** is effective on August 1, 2023, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and JF Development Group LLC ("Sponsor").

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; and

WHEREAS Sponsor desires to subsidize transit fares for the entirety of the UTA system on the 26 day of August 2023 to commemorate the grand opening of the OGX Bus Rapid Transit System (BRT) ; and

WHEREAS both the Sponsor and UTA recognize the benefits of the OGX BRT system and public transit in general for the community for reducing congestion and improving the quality of air and the environment as well

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement:

TERMS AND CONDITIONS

1. The term of this agreement will begin on the date stated above and end on September 30, 2023.
2. In order to facilitate free fares on UTA's entire public transit system for the 26th day of August 2023, Sponsor agrees to pay UTA an amount of \$5,000 for a portion of the forgone fare revenue which is projected to have been received for the 26th day of August 2023. This is considered a Tier 1 sponsorship.
3. UTA agrees to provide free fares system wide on the following services: Local Bus, Express Bus, TRAX, Streetcar, FrontRunner, Paratransit, Ski Bus, PC-Salt Lake Connect Bus, and Microtransit Services.
4. UTA agrees to provide to the sponsor the items as listed in Exhibit A: Tier 1 on or before September 1, 2023.
5. On or before September 1, 2023, UTA shall invoice sponsor for the amount specified in paragraph 2 above. Sponsor shall reimburse the Authority for the amount invoiced within 30 days receipt of invoice. UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the date of invoice.

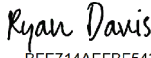
- 6. Funding Only. This agreement pertains only to the payment of funds by Sponsor to UTA in return for providing free fares and does not otherwise impact UTA’s operation of its transit system in any respect.
- 7. Entire Agreement. This Agreement contains the entire agreement between the parties hereto 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.
- 8. 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 attorney fees and court costs shall be paid by the non-prevailing party.

IN WITNESS WHEREOF, as evidenced by the signatures below, the Parties mutually agree to perform and execute this Agreement.

UTAH TRANSIT AUTHORITY

SPONSOR

 Name: _____ Date _____
 Title: _____

DocuSigned by:

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 Name: Ryan Davis Date 8/11/2023
 Title: Partner

 Name: _____ Date _____
 Title: _____

UTA Legal Counsel

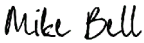
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Exhibit A

	<u>Amount</u>	<u>Benefits</u>
Tier 1	\$5,000	<p>Company logo on the following:</p> <ul style="list-style-type: none"> • OGX website: 15,000 visitors per month • OGX invite: Sent to legislators, city and county officials, and top business executives • 18 bus boards: Featured on OGX buses circulated around Ogden; 1.5 million impressions <p>UTA Premium Monthly Passes:</p> <ul style="list-style-type: none"> • 5 monthly passes, valid for FrontRunner, TRAX, bus, S-Line, and UTA On Demand.
Tier 2	\$10,000	<p>Company logo on the following:</p> <ul style="list-style-type: none"> • OGX website: 15,000 visitors per month • OGX invite: Sent to legislators, city and county officials, and top business executives • 18 bus boards: Featured on OGX buses circulated around Ogden; 1.5 million impressions • 40 UTA FrontRunner Last Train signs: Signage at the final Ogden FrontRunner platform; 1.2 million riders per month • 3,000 OGX brochures: Distributed to local Ogden attractions, restaurants, and retailers <p>UTA Premium Monthly Passes:</p> <ul style="list-style-type: none"> • 10 monthly passes, valid for FrontRunner, TRAX, bus, S-Line, and UTA On Demand.
Tier 3	\$15,000	<p>Company logo on the following:</p> <ul style="list-style-type: none"> • OGX website: 15,000 visitors per month • 18 bus boards: 1.5 million impressions • 140 interior bus cards • 40 UTA FrontRunner Last Train signs: 1.2 million impressions • 3,000 OGX brochures • 100 OGX retail and restaurant posters • 25 television signs at Ogden City, Weber State University, and McKay Dee Hospital • Ogden Standard-Examiner advertorial: 30,000 subscribers • Weber State signpost advertorial: Distributed to over 33,000 students and employees • Ogden-Weber Chamber of Commerce advertorial: Shared with 850 Weber County Businesses • Logo insert to Ogden City newsletter, magazine, and utility bills: 87,000 residents • Intermountain Healthcare newsletter: Circulated to over 58,000 • UTA newsletter: Distributed to 2,700 employees, 3,000 UTA riders, and 500 political leaders • Social media highlight: Over 48,000 UTA followers on Twitter, Facebook, Instagram, and LinkedIn

		<p>Access to OGX events:</p> <ul style="list-style-type: none">• 4 tickets to the OGX Ribbon Cutting on August 2 at 10:30 a.m.• 4 tickets to Xperience OGX Bus Tours• 10x10 booth space at Xperience OGX Grand Opening on August 26 <p>UTA Premium Monthly Passes:</p> <ul style="list-style-type: none">• 15 monthly passes. Valid for FrontRunner, TRAX, bus, S-Line, and UTA On Demand.
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