

UTA Contract No. 25-F28295

SPECIAL EVENTS PASS AGREEMENT
Tickets for Transit
University of Utah

This Special Events Pass Agreement ("Agreement") is entered into as of the 1st day of September 2025, by and between the University of Utah, a body politic and corporate of the State of Utah ("Sponsor"), and Utah Transit Authority ("UTA"), a public transit district organized under the laws of the State of Utah. Sponsor and UTA, hereafter may collectively be referred to as the "Parties."

RECITALS

WHEREAS, The Sponsor holds on-campus events from time to time; and

WHEREAS, The Sponsor desires to purchase transit passes for individuals attending certain pre-defined events using UTA's transit system; and

WHEREAS, the parties desire to establish a three (3) year special events program whereby UTA recognizes Sponsor's special event tickets as fare on its transit system pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, Sponsor and UTA covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A" and "B" which are attached and made a part of this Agreement by this reference.

SECTION I: DEFINITIONS

- 1) The term "**Base Service**" means public transit service as produced in UTA's ordinary operations and published at www.rideuta.com.
- 2) The term "**Effective Date**" shall mean September 1, 2025, unless the parties agree otherwise.
- 3) The term "**Special Event**" shall mean the events identified in Exhibit A – "Authorized Special Events," or other mutually agreed upon Special Events hosted by Sponsor.

SECTION II: TERMS AND CONDITIONS

- 1) **TICKETS FOR TRANSIT PROGRAM.** Pursuant to the terms and conditions contained in this Agreement, the Parties agree to establish a Tickets for Transit Program (the "Program"), whereby UTA agrees to accept Special Events tickets as transit passes to enable ticket holders ("Authorized Users") to use transit to attend the Special Events (the "Tickets for Transit Pass").

2) **TERM OF AGREEMENT.** The term of this Agreement shall be from the Effective Date through August 31, 2028 (“Term”).

3) **PAYMENT.**

- a) Sponsor shall pay to UTA the base purchase price of \$1,060,500 (“Program Fee”) for the Program over the Term of the Agreement.
- b) In the event the number of total Authorized Users exceeds the number of Maximum Attendees as set forth in the tables in Exhibit A, the parties agree to renegotiate the financial terms of this Agreement.
- c) Commencing or before September 1, 2025, and on or before September 1 of each following contract year, UTA shall invoice Sponsor for the annual Program Fee set forth below. Sponsor shall pay the invoiced amount within thirty days of receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.

Contract Year	Annual Program Fee
Year 1 (2025-26)	\$341,000
Year 2 (2026-27)	\$378,500
Year 3 (2027-28)	\$341,000

4) **ADDITIONAL EVENTS.** UTA, in its sole discretion, may accept event tickets as transit fares to other events of Sponsor that are not identified in Exhibit A (“Additional Events”). The rates at which the Additional Events will be billed are identified in Exhibit B - "Additional Event Tiers." Pricing for Additional Events with fewer than 29,000 event attendees will be negotiated separately by the parties in advance of the Additional Events. Sponsor shall notify UTA as early as possible regarding other events not identified in Exhibit A to obtain UTA approval to treat such events as Additional Events.

- a) UTA will invoice Sponsor for the Additional Events in the amount set forth in Exhibit B, and Sponsor shall pay the invoiced amount within thirty days (30) of its receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the invoice.
- b) Upon request by UTA, Sponsor will provide the UTA Fares department with the actual attendance at each Additional Event within a week after the Additional Event date.

5) **PASS RECOGNIZED AS FARE PAYMENT.** An Authorized User's event ticket shall serve as a Tickets for Transit Pass when: (1) it is issued with the wording "Valid as UTA

fare on the date indicated" or similar wording approved by UTA; (2) used for fare payment on the date of the Special Event stated on the ticket; and (3) presented in Acceptable Fare Media (as defined below). The Tickets for Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes, and BRT Routes on the day of the Special Event. The Tickets for Transit Pass shall not be recognized as fare payment on Paratransit Service or any other special service. An Authorized User's Special Event ticket shall also serve as a Tickets for Transit Pass when it is issued to Authorized Users via email, home delivery, or through an app. Authorized Users using UTA transit to get to or from the Special Event shall present the event ticket in Acceptable Fare Media upon boarding the bus or upon rail inspection. "Acceptable Fare Media" means: a printed copy of the Sponsor-issued email displaying the attendee's Special Events ticket, a Sponsor-issued Special Events paper ticket, electronic ticket, or a mobile app with the ticket displayed. Fare media that does not constitute Acceptable Fare Media includes: generic download from the vendor's website, a form of ticket not provided to UTA as an acceptable ticket type, a camera image of the ticket, or any other form not listed as Acceptable Fare Media. Prior to the date of a Special Event, Sponsor must provide UTA with images of all the different ticket types. UTA will use the images to distribute them to operators so that they are aware of them prior to the event.

- 6) **PUBLIC TRANSIT SERVICES.** The Parties understand that the transit services being used under this Agreement are public transit services. As such, Authorized Users must comply with all UTA rider rules and rules governing the use of public transit services. Authorized Users must present their Tickets for Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Tickets for Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.
- 7) **WAIVER AND RELEASE.** The Parties hereby agree that Sponsor shall not be responsible or liable for the actions; omissions; negligent, intentional, or reckless conduct; or behavior of any Authorized User. All Authorized Users shall be deemed and treated as if they had paid their own fare and subject to the same terms and conditions applicable to any other UTA rider who has not benefitted from the Program. The Parties agree that Authorized Users will not be deemed an agent, representative, invitee, representative, or licensee of Sponsor. UTA hereby expressly waives and releases Sponsor from any liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from or related to the actions, omissions, negligent, intentional, or reckless conduct or behavior of any Authorized User.
- 8) **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 from participation in this Agreement 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 such negligent or wrongful acts or omissions. Except as set forth herein, neither party waives any legal defenses or benefits available to them under applicable law, and both Parties agree to cooperate in good faith in

resolving any disputes that may arise under this Agreement. Each party acknowledges that Sponsor and UTA are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by Sponsor or UTA of any protections, rights, or defenses applicable to Sponsor or UTA under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of either party to incur by contract any liability for or the operations, acts, or omissions of the other party or any third party (including Authorized Users), and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of Sponsor or UTA contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University, and neither party shall be liable to the other for any special, indirect, incidental, consequential, exemplary, or punitive damages.

- 9) **TERMINATION.** This Agreement shall continue in full force and effect during the Term of this Agreement unless it is terminated earlier with 30-days prior written notice by either party. Sponsor may terminate all or part of this Agreement in the event a pandemic (as specified by the World Health Organization) precludes performance of all or any of the Special Events. In the event of termination by either party, UTA will refund to Sponsor a pro-rated amount of the Program Fee paid by Sponsor for any Special Events that had not occurred prior to termination.
- 10) **NONDISCRIMINATION.** Sponsor and UTA shall not exclude any individual from participation in or deny any individual the benefits of this Agreement based on race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. §5332.
- 11) **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
- 12) **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties hereto regarding the subject matter of this Agreement 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 with respect to the subject matter of this Agreement contrary to or in addition to the terms and conditions stated herein.
- 13) **DISPUTE RESOLUTION.** In the event there is a dispute arising under this Agreement, it shall be referred to successive levels of leadership for resolution, beginning with the UTA Fares Director and their equivalent in Sponsor's organization and culminating with the Executive Director of UTA and the Managing Director of Sponsor's Headquarters' Facilities. If resolution is not achieved at the Executive Director/Managing Director level, then either Party may file suit in a court of competent jurisdiction within Salt Lake County, Utah.
- 14) **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.

- 15) **GOVERNING LAW; VENUE.** This Agreement will be governed by Utah law without regard to conflict of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

UTAH TRANSIT AUTHORITY

SPONSOR

By: _____

Date: _____

Name: Jay Fox

Title: Executive Director

Signed by:

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By: _____

Date: 7/30/2025

Name: Jeffrey K Labrum

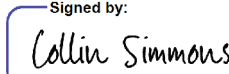
Title: Chief Operating Officer

By: _____

Date: _____

Name: Viola Miller

Title: Chief Financial Officer

Signed by:

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By: _____

Date: 7/28/2025

Name: Collin Simmons

Title: Executive Director

APPROVED AS TO FORM

By:  Date: 7/31/2025
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Name: Michael Bell

Title: Counsel for UTA

Exhibit "A"

Authorized Special Events

Year 1 & 3

6-Game Football Season		
Event	Maximum Attendees	Event Price
Football	315,000	\$ 225,000
Other U Events	138,000	\$ 38,000
- Basketball (W/M)		
- Gymnastics		
- Volleyball		
- Soccer		
- U of U Commencement		
Super Cross	52,000	\$ 35,000
Monster Jam	45,000	\$ 27,000
High School Playoffs	55,000	\$ 16,000
	605,000	\$ 341,000

Year 2

7-Game Football Season		
Event	Maximum Attendees	Event Price
Football	367,000	\$ 262,500
Other U Events	138,000	\$ 38,000
- Basketball (W/M)		
- Gymnastics		
- Volleyball		
- Soccer		
- U of U Commencement		
Super Cross	52,000	\$ 35,000
Monster Jam	45,000	\$ 27,000
High School Playoffs	55,000	\$ 16,000
	657,000	\$ 378,500

Exhibit "B"
Additional Event Tiers

Minimum Attendees	Maximum Attendees	Total Cost
53,001	55,000	\$ 41,250
51,001	53,000	\$ 39,750
49,001	51,000	\$ 38,250
47,001	49,000	\$ 36,750
45,001	47,000	\$ 35,250
43,001	45,000	\$ 33,750
41,001	43,000	\$ 32,250
39,001	41,000	\$ 30,750
37,001	39,000	\$ 29,250
35,001	37,000	\$ 27,750
33,001	35,000	\$ 26,250
31,001	33,000	\$ 24,750
29,001	31,000	\$ 23,250