

UTA Contract Number: 25-F28317

**SPECIAL EVENTS PASS AGREEMENT**

Sartain &amp; Saunders, LLC

Kilby Block Party

This Special Events Pass Agreement (“Agreement”) is entered into on this 12<sup>th</sup> day of November 2025, by and between the Sartain & Saunders, LLC a Utah LLC whose address is 350 E 400 S #301 Salt Lake City, UT 84111 (“Sponsor”), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”). Sponsor and UTA may be collectively referred to as the “parties,” and either of the parties may be individually referred to as “party,” all as governed by the context in which such words are used.

**RECITALS**

**WHEREAS**, Sponsor hosts a Kilby Block Party from May 15, 2026 through May 17, 2026; (the “Special Event”).

**WHEREAS**, Sponsor desires to purchase transit passes for individuals attending the Special Event using UTA’s transit system.

**WHEREAS**, the parties desire to establish a program in which Sponsor is authorized to purchase transit passes for those attending its Special Event.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **TICKET AS FARE PROGRAM.** The Parties agree to establish a Ticket as Fare Pass Program through which Sponsor purchases transit passes for ticket holders attending the Special Event (the “Special Event Transit Pass”).
2. **AUTHORIZED USERS.** Pursuant to the terms and conditions contained in this Agreement, UTA agrees to allow Sponsor to provide a Ticket as Fare Pass to Special Events ticket holders ("Authorized Users") attending the Special Event(s) at Sponsor’s venue.
3. **PRICE.** Sponsor shall pay UTA the base purchase price as follows:

Special Event	Venue	Authorized Users (Tickets Holders)	Base Price
Kilby Block Party	Utah State Fairpark	60,000	\$20,295

Sponsor shall also provide, via donation:

- a. Kilby Block Party: 12 VIP Guest badges entitling the guest badge holders access to the

reserved VIP sponsor section and hospitality area.

The donated tickets as listed will be delivered to UTA no later than one (1) week before the event's start date and will be used for transit promotional purposes. Any remaining tickets may be distributed by UTA to its employees. Please deliver passes to:

Utah Transit Authority FLHQ  
Attention: Jordan Eves  
669 West 200 South  
Salt Lake City, UT 84101

4. **PASS RECOGNIZED AS FARE PAYMENT.** An Authorized User's ticket to a Special Event shall serve as a Special Event Transit Pass when: (1) it is printed with the wording "Valid as UTA fare on the date indicated" or similar wording approved by UTA and (2) used for fare payment on the date of the Special Event stated on the ticket. The Special Events 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, Express Bus Routes, and Microtransit on the day of the Special Event. The Special Events Transit Pass shall not be recognized as fare payment on Ski Service. Paratransit Eligibility applies.
5. **PAYMENT.** On or before May 1, 2026, UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within thirty (30) days of its receipt of the invoice. Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement that remain unpaid within thirty (30) days from the due date indicated on the invoice.
6. **PASS DISTRIBUTION.** Sponsor shall be solely responsible for issuing Special Event Transit Passes to Authorized Users.
7. **PUBLIC TRANSIT SERVICES.** The Parties understand that the transit services being purchased 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 Special Event Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Special Event 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.
8. **INDEMNIFICATION.** Each party to this Agreement 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 further 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. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to it under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

9. **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, in its sole discretion, may terminate this Agreement by giving the other party written notice of termination at least forty-five (45) days prior to the termination date. If UTA terminates this Agreement before the Special Event ends, Sponsor shall pay the amount described in Paragraph 3 for the concerts for which UTA provided transportation services.
10. **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, creed, sex, or age in accordance with the requirements of Title 49 U.S.C. §5332.
11. **THIRD PARTY INTERESTS.** No person who is 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 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 stated in this Agreement.
13. **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 in such legal action, including reasonable attorney fees and court costs, shall be paid by the non-prevailing party.

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

**UTAH TRANSIT AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SPONSOR**

Signed by: Nic Smith Date: 10/20/2025  
EB844A2F1B4D4E9...  
Name: Nic Smith  
Title: CEO

**Approved as to Form**

Signed by: D. James Morgan Date: 10/20/2025  
B720C03674B4489...  
Name: D. James Morgan  
Title: Assistant Attorney General