

SPECIAL EVENTS PASS AGREEMENT
Sartain and Saunders, LLC

This Special Events Pass Agreement (“Agreement”) is entered into on this 1st day of May 2025, by and between the Sartain and 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 Salt Lake Twilight concert series on a weekly basis from July 12, 2025 through September 22, 2025; and Sponsor will host Kilby Court concert series on May 15-18, 2025 (collectively, the “Concert Series”).

WHEREAS, Sponsor desires to purchase transit passes for transportation to its Concert Series 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 Concert Series.

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. Concert Pass Program. The Parties agree to establish a Concert Pass Program through which Sponsor purchases transit passes for ticket holders to the Concert Series (the “Special Event Transit Pass”).
2. Authorized Users. Upon the terms and conditions contained in this Agreement, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Concert Series ticket holders (“Authorized Users”) attending Concert Series events in 2025. Sponsor agrees to provide UTA with the final event dates and start times by June 1, 2025.

3. Price. Sponsor shall pay UTA the base purchase price as follows:

Concert Series	Base Price	Authorized Users (Tickets Holders)	Venue
Salt Lake Twilight	\$7,969	25,000	Gallivan Center
Kilby Court	\$24,863	78,000	Utah Fair-park
Total	\$32,832	103,000	

Sponsor shall also provide, via donation:

- a. Twilight Concert Series: 20 VIP Sponsor badges to UTA entitling the badge holders to non-alcoholic beverages and seating in a reserved VIP section and 20 VIP Guest badges entitling the guest badge holders access to the reserved VIP sponsor section and hospitality area.
- b. Kilby Court Concerts: 6 VIP Sponsor badges to UTA entitling the badge holders to nonalcoholic beverages and seating in the reserved VIP section and 6 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 each event's start date, and will be given to the public through promotional campaigns to cross-promote the show and using transit. 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 Concert Series event shall serve as a Special Event Transit Pass when: (1) printed with the UTA logo, a copy of which is attached to this Agreement as Exhibit "A" (the "UTA Logo") and (2) used for fare payment on the date of the Concert Series 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 Concert Series event. The Special Events Transit Pass shall not be recognized as fare payment on Ski Service. Paratransit Eligibility applies.
5. Payment. On or before June 1, 2025, 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. Use of the UTA Logo.

a. The UTA Logo, which is attached to this Agreement as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement, a limited and revocable license to use or print the UTA logo as specified in this Agreement. The interpretation and enforcement (or lack of interpretation and enforcement) of these terms and conditions, and compliance, shall be in UTA's sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official UTA color of blue and red.

b. The UTA Logo shall be used in a professional manner on the Concert Series' main entrance, VIP area, stage banners, website, posters, and in print advertising for the Concert Series.

c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that (1) discredits UTA or tarnishes its reputation and goodwill; (2) is false or misleading; (3) violates the rights of others; (4) violates any law, regulation, or other public policy; (5) or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship, or certification by UTA of Sponsor, Sponsor's business or organization, Sponsor's products or services, or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.

d. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or its use beyond the terms and conditions set forth in this Agreement. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request from Sponsor samples of its use of the UTA Logo from which UTA may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions set forth in this Agreement, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

7. Pass Distribution. Sponsor shall be solely responsible for issuing Special Event Transit Passes to Authorized Users.

8. 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.

9. 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.
10. 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 Concert Series ends, Sponsor shall pay the amount described in Paragraph 3 for the concerts for which UTA provided transportation services.
11. 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.
12. Third Party Interests. No person who is not a party to this Agreement shall have any rights or entitlements of any nature under it.
13. 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.
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 in such legal action, including reasonable attorney fees and court costs, shall be paid by the non-prevailing party.

UTAH TRANSIT AUTHORITY

By: _____
Jay Fox
Executive Director

By: _____
Viola Miller
Chief Financial Officer

APPROVED AS TO FORM:

Signed by:
James Morgan
By: _____
James Morgan
UTA Counsel

SPONSOR

Signed by:
Nic Smith
By: _____
Name: Nic Smith
Title: CEO

Exhibit “A”

UTA Logo

