

## SPECIAL EVENTS PASS AGREEMENT

This Special Events Pass Agreement (“**Agreement**”) is entered into as of August 1, 2017, by and between the University of Utah, a body politic and corporate of the State of Utah (the “**University**”) and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”). The University and UTA hereafter collectively referred to as the “**parties**” and either of the foregoing may be individually referred to as “**party**,” all as governed by the context in which such words are used.

### RECITALS

WHEREAS, the University sponsors on-campus sporting events and other special events from time to time;

WHEREAS, the University desires to purchase transit passes for individuals attending certain pre-defined special events using UTA’s transit system; and

WHEREAS, the parties desire to establish a four year special events program (the “**Special Events Program**”), whereby the UTA recognizes the University’s special event tickets as fare on its transit system pursuant to the terms and conditions set forth herein.

### AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Special Events Program. The parties agree to establish a Special Events Program whereby UTA recognizes tickets to certain special events as fare on its transit system.

2. Authorized Special Events. Authorized special events (“**Authorized Special Event(s)**”) shall include events identified in **Exhibit A** or other mutually agreed upon special events hosted by the University,

3. Special Events Transit Pass. A ticket to an Authorized Special Event shall be considered to be a Special Event Transit Pass accepted as fare under the terms of this Agreement when it is: (1) printed with the UTA logo, which UTA logo is attached hereto as **Exhibit B** (the “**UTA Logo**”); (2) used for fare on the same day as the Authorized Special Event; and (3) used for admission to an Authorized Special Event that appears on Exhibit A. The Special Event Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, FrontRunner Commuter Rail Routes, and Express Bus Routes on the day of the Special Event. The Special Event Transit Pass shall not be recognized as fare payment on Paratransit and Flexroute Services, Ski Service, or on Park City Connect Service.

4. Base Price and Payment. The University shall pay UTA the amount of \$300,000 (the “**Base Price**”) annually on or before October 31 through the term of this Agreement.

5. Contract Term. This Agreement shall be in effect from August 1, 2017 through July 31, 2021.

6. Additional Special Events. UTA may accept tickets as fares to other special events that are not identified in Exhibit A for a mutually agreed to fee or exchange of services. The University shall notify UTA as early as possible regarding other special events not identified in Exhibit A.

7. Use of the UTA Logo.

a. The UTA Logo is the sole and exclusive property of UTA. UTA hereby grants the University, 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 herein. The interpretation and enforcement (or lack thereof) of the terms and conditions of this Section 7 pertaining to the UTA logo, and compliance therewith, 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 color of blue and red.

b. The UTA Logo may be used in a professional manner on the ticket to the Authorized Special Event. Use of the UTA Logo on any other special event ticket is prohibited, except as agreed upon in writing.

c. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others violates any law, regulation or other public policy; 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 the University, the University’s business or organization, or the University’s products or services or that might be reasonably construed as support or encouragement to purchase or utilize the University’s products or services.

d. Use of the UTA Logo shall create no rights for the University in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. 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 samples of use of the UTA Logo from which it 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, in its sole discretion, that the University’s UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise

could discredit UTA or tarnish its reputation and goodwill, or the University is otherwise in breach of this Agreement.

8. Pass Distribution. The University shall be solely responsible for issuing Special Event Transit Passes.

9. Public Transit Services. The University understands and acknowledges that the transit services being purchased under this Agreement are public transit services. As such, individuals using Special Event Transit Passes must comply with all UTA Rider Rules and rules governing the use of public transit services. Individuals using Special Event Transit Passes must present their ticket to the Authorized Special Event as proof of fare payment to authorized UTA representatives who request proof of fare payment. Individuals who do not have possession of a ticket to the Authorized Special Event must pay the regular fare for transit services or be subject to criminal or civil penalties. UTA reserves the right to modify its service and schedules as it deems appropriate in its sole discretion.

10. 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. Both parties are subject to the provisions of the Utah Governmental Immunity Act as set forth in Sections 63G-7-101 to 63G-7-904, Utah Code Annotated 1953, as amended (the "Act"), and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement. Subject to the Act and up to the limitations of liability set forth therein, each party (the "**Indemnifying Party**") agrees to indemnify and hold the other party harmless from any liability, damage, expense, cause of action, suit, claim, judgment, or other action to the extent arising from the negligence of the Indemnifying Party or its officers, agent or employees in connection with the Indemnifying Party's participation in this Agreement.

11. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least ninety (90) days prior to the termination date. In the event that either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Price and refund any portion of the Base Price paid by the University in excess of the prorated Base Price.

12. Dispute Resolution. The Parties shall endeavor to resolve any dispute regarding the implementation or interpretation of this Agreement through timely consultations. The University shall first refer any dispute that arises under this Agreement to UTA's Light Rail General Manager. If unresolved, the University may refer the dispute to UTA's Vice President of Operations, Capital and Assets, then to UTA's President and CEO, if necessary. UTA shall first refer any dispute that arises under this Agreement to the University's Associate Vice President, Auxiliary Services, and, if unresolved, UTA may refer the dispute to the University's Vice President for Administrative Services.

13. Nondiscrimination. The University 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 49 U.S.C. §5332.

14. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

15. Entire Agreement. This Agreement, including the Exhibits attached hereto, contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. The Exhibits attached hereto are incorporated into this Agreement by this reference. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

16. Notices. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement. Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

University:	Utah Transit Authority:
Name: John Nixon	Jolene Higgins
Address: 201 S Presidents Circle, Rm 209	669 West 200 South
Salt Lake City, Utah 84112	Salt Lake City, Utah 84101
Phone: 801-585-0806	801-287-1925
Email: John.Nixon@utah.edu	Jhiggins@rideuta.com

17. Intent to be Legally Bound. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

18. Default. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and such party does not cure such failure within fifteen (15) days' notice from the other party of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. In the event that the University fails to pay UTA as required by the provisions of this Agreement, nothing herein shall

prevent UTA from recovering the amount of the prorated Base Price attributable to any period prior to any termination of this Agreement.

19. Successors and Assigns. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the parties hereto.

20. Amendments. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

21. Governing Law. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

22. Waiver. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

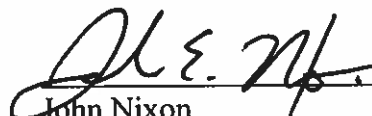
UTAH TRANSIT AUTHORITY

UNIVERSITY OF UTAH

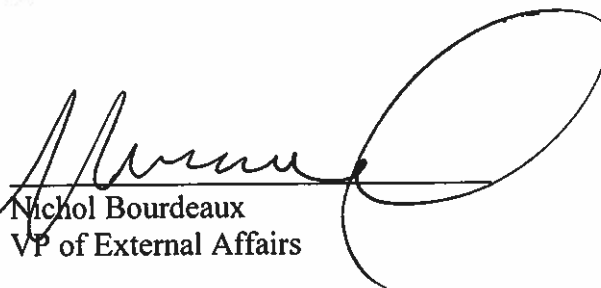
By:

  
\_\_\_\_\_  
Jerry B. Benson  
President/CEO


By:

  
\_\_\_\_\_  
John Nixon  
Vice President for Administrative  
Services

By:

  
\_\_\_\_\_  
Nichol Bourdeaux  
VP of External Affairs

APPROVED AS TO FORM:

  
\_\_\_\_\_  
UTA Legal Counsel

**Exhibit A**  
**Authorized Special Events**

The Authorized Special Events include the following sporting events:

- University of Utah home football games (7-8)
- University of Utah spring football game (1)
- University of Utah home gymnastics meet (6-8)
- University of Utah home men's basketball games (21)
- University of Utah home women's basketball games (21)
- University of Utah home soccer matches (9-10)
- University of Utah home volleyball matches (18-20)
- UHSSA high school football games (9)
- UHSSA high school basketball games (9)
- Monster Energy Supercross (1)
- Nitro Circus (1)

**Exhibit B**  
**UTA Logo**

