

SPECIAL EVENTS PASS AGREEMENT
University of Utah

This Special Events Pass Agreement (“Agreement”) is entered into on this 14th day of September, 2022, 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; and

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 three (3) year 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 and in the Agreements and in the Agreement, the mutual benefits to the parties to be derived here from, 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 Event Pass Program whereby UTA recognizes tickets to certain special events as fare on its transit system.
2. Authorized Special Events. Authorized Special Events (Event) shall include Events identified in Exhibit A – “Authorized Special Events”, or other mutually agreed upon special events hosted by the University.
3. Pass Recognized as Fare Payment. An Authorized User’s ticket to an Event at the University of Utah shall serve as a Special Event Transit Pass when: (1) printed with the UTA logo, attached hereto as Exhibit C (the “UTA Logo”) and (2) used for fare payment on the date of the concert 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. The Special Events Transit Pass shall not be

recognized as fare payment on Paratransit Service, Park City Connect Service, Ski Service or any other special service.

4. Base Price and Payment. The University shall pay to UTA the base purchase price as listed below

Contract Year	Base Price
Year 1 (2022-23)	\$425,000
Year 2 (2023-24)	\$425,000
Year 3 (2024-25)	\$425,000

Payment. On or before September 1 of the base contract year, UTA shall invoice The University for the amount owed as described above. The University shall pay the invoiced amount within thirty days of its receipt of the invoice. The University 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.

5. Contract Term. This Agreement shall be in effect from September 1, 2022, through August 30, 2025
6. Additional Special Events. UTA may accept tickets as fares to other special events that are not identified in Exhibit A. The rate at which the additional events will be billed are identified in Exhibit B - "Additional Events". The University shall notify UTA as early as possible regarding other special events not identified in Exhibit A. Refer to Paragraph 4, above, for payment terms.
7. Pre-Paid Fare Zone

UTA agrees to recognize a TRAX "Prepaid Fare Zone" (Zone) between the Stadium Station and the Medical Center Stadium. The purpose of the zone is to permit attendees of schedules athletic or special events held on the University's campus, to ride this designated section of TRAX at no charge on the day of the scheduled event during a period of two hours prior, during, and two hours after the event. Neither the University nor UTA will advertise or promote this benefit to the general public in any way.

8. Use of the UTA Logo.

a. The UTA Logo, which is attached hereto as Exhibit B, is the sole and exclusive property of UTA. UTA hereby grants The University, so long as it is not in breach of this Agreement or a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, 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 shall 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: 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 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.
9. Pass Distribution. The University shall be solely responsible for issuing Special Event Transit Passes to Authorized Users.
10. 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.
11. Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonable believe is not an Authorized User. UTA has the right to confiscate any Pass that UA reasonably believes has been duplicated or altered.
12. 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 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 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 them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

13. 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 one hundred and eighty (180) days prior to the termination date. If UTA terminates this Agreement before the end of the base contract year as described in Paragraph four (4), The University shall pay the amount described in Paragraph 4 for the events for which UTA provided transportation services.
14. 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.
15. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
16. 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.
17. 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.

UTAH TRANSIT AUTHORITY

By: _____
Jay Fox
Executive Director


By: _____
William Greene
Chief Financial Officer

THE UNIVERSITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

DocuSigned by:


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Mike Bell
UTA Counsel

Exhibit "A"
Authorized University of Utah
Events

Event	QTY
University of Utah Football Games	6-7
University of Utah Spring Football	1
University of Utah Gymnastics meets	6-8
University of Utah Men's Basketball Games	21
University of Utah Women's Basketball Games	21
University of Utah Soccer Matches	9-10
University of Utah Volleyball Matches	18-20
UHSSA high school football games	9
UHSSA high school basketball games	9
Monster Energy Supercross	1-2
Monster Jam	1
**University of Utah Commencement	Various

***Pre-paid Fare Zone Only, See Paragraph 7 above*

Exhibit "B"
Additional Event Tiers

Tickets Sold	Price per Event
45,001 +	\$56,000
30,001-45,000	\$45,000
< 30,000	\$34,000

Exhibit "C"
UTA Logo

