

**SPECIAL EVENTS PASS AGREEMENT**  
**High Altitude Special Events (HASE)**

This Salt Lake City Marathon Pass Agreement (“Agreement”) is made this 9 day of April, 2025 (“Effective Date”) between CRESM, LLC dba HIGH ALTITUDE SPECIAL EVENTS (“HASE” or “SPONSOR”), an Illinois Corporation, whose address is 2221 W 43<sup>rd</sup> Street, Chicago, IL 60609, and UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”). Sponsor 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 Sponsor is sponsoring a Marathon in Salt Lake City, Utah on April 26, 2025 (“Marathon” or “Event”) and anticipates over 2,500 participants;

WHEREAS both UTA and HASE recognize the benefits of providing public transportation services to individuals participating in the Marathon, which will reduce congestion, improve the quality of air and the environment, and limit the amount parking needed; and

WHEREAS UTA is willing to assist in providing additional UTA police services, and Sponsor is willing to pay for additional UTA police services; and

WHEREAS Sponsor desires that Event items as described in Section 4, below be accepted by UTA as valid fare for transportation to its Event using UTA’s transit system; and

WHEREAS UTA is willing to allow Event items to be accepted as valid fare and will accept payment for fares from Sponsor for the UTA transit system.

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 herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Special Event Pass Program. The Parties agree to establish a Special Event Pass Program whereby Sponsor purchases transit passes for Marathon participants to travel to and from the Event (the “Special Event Transit Pass”).
2. Additional Police Services. UTA agrees to provide one UTA sergeant and seven transit police officers to offer police services on TRAX trains and UTA transit facilities for eight hours on the date of the Marathon.

3. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Marathon participants (“Authorized Users”).
  
4. Pass Recognized as Fare Payment. UTA agrees to accept Participants’ Race Bibs, Race Official shirts, and Race Volunteer shirts (Authorized Proof of Fare) as valid fare. A Marathon participant’s failure to present a race bib, Race Official shirt, or Race Volunteer shirt while traveling on Authorized Services on the date of the Marathon may result in the issuance of ejection from the train or bus, a citation and/or fine. Race bibs, Race Official shirts, and Race Volunteer shirts are not transferrable for the purposes of travel on Authorized Services and shall not be accepted as valid fare on any other date. 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 Event. The Special Events Transit Pass shall not be recognized as fare payment Ski Service. Paratransit eligibility applies.
  
5. Payment. On or before April 17, 2025 UTA shall invoice, and Sponsor shall pay UTA the base purchase price of \$12,326 as detailed in the table below. 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 which remain unpaid within thirty (30) days from the due date indicated on the invoice.

Item	Price
<b>Police Service</b> <i>(8 officers for 8 hours at the rate of \$66.00 per hour)</i>	\$ 4,226
<b>Participant Passes</b>	\$ 8,100
<b>Total Contract Value</b>	<b>\$ 12,326</b>

6. Use of the UTA Logo.
  - a. The UTA Logo, which is attached hereto 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 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 Event main entrance, VIP area, stage banners, website, and posters; and in print advertising for the Series.
  
  - 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 Sponsor, Sponsor's business or organization, or 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 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 Sponsor'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 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 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.
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. Each party may terminate this Agreement in its sole discretion 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 Event ends, Sponsor shall pay the amount described in Paragraph 3 for the Event 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 49 U.S.C. §5332.

- 12. Third Party Interests. No person 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 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.
- 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.

**UTAH TRANSIT AUTHORITY**

**SPONSOR**

By: \_\_\_\_\_  
 Name: Jay Fox  
 Title: Executive Director

By:   
 Name: Steve Bingham-Hawk  
 Title: Regional Director

By: \_\_\_\_\_  
 Name: Viola Miller  
 Title: Cheif Financial Officer

**APPROVED AS TO FORM:**  
 Signed by:  
 By:   
 Name: D. James Morgan  
 Title: UTA Counsel

**Exhibit "A"**  
**UTA Logo**

