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UTA Contract # 23-F0343

SALT LAKE CITY MARATHON SERVICE AND PASS AGREEMENT

This Salt Lake City Marathon Pass Agreement ("Agreement") is made this 12 day of April, 2023 ("Effective Date") between CRESM, LLC dba HIGH ALTITUDE SPECIAL EVENTS ("HASE" or "SPONSOR")), an Illinois Corporation, whose address is 2221 W 43rd Street, Chicago, IL 60609, and UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA").

RECITALS

WHEREAS HASE is sponsoring a Marathon in Salt Lake City, Utah on April 22, 2023 ("Marathon" or "Event") and anticipates over 2,000 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 provides light rail service in and around Salt Lake City and is willing and able to assist in providing additional TRAX and Police services for Marathon participants; and

WHEREAS SPONSOR is willing to pay for additional TRAX and UTA police services; and

WHEREAS Sponsor desires that Event items as described 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-in-kind for fares from Sponsor consisting of marketing and promotional activities for the UTA transit system; and

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, 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. Additional TRAX Early Service, Police and Participant Passes.

   A. Additional TRAX and Police Service. UTA agrees to provide eleven early service TRAX train, beginning at 4am and ending at the commencement of regular service, and consisting of six trains on the Red Line and five trains on the Blue Line to provide transportation for Marathon participants to the Marathon's starting line at the

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University of Utah Medical Center. These additional TRAX trains are open to the public and are not for the exclusive use of Marathon participants.

B. Additional Police Services. UTA agrees to provide two UTA sergeants and six transit police officers to offer police services on TRAX trains and UTA transit facilities for eight hours on the date of the Marathon.

C. Participant Passes UTA agrees to accept Participants' Race Bibs, Race Official shirts, and Race Volunteer shirts (Authorized Proof of Fare) as valid fare for travel on TRAX trains, local bus routes, and FrontRunner trains ("Authorized Services") on the date of the Marathon. Race bibs, Race Official shirts, and Race Volunteer shirts will not be accepted as valid fare on any other UTA service, including but not limited to, Paratransit service, express bus service, Park City Connect Service, or Ski Bus service. 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.

2. Payment for Police Service and Participant Passes. The value of Police Services and Participant Passes provided by UTA to HASE is $10,270 as shown in the table below. UTA shall invoice HASE for the amount no later than April 14, 2023. HASE shall pay the amount invoiced within thirty (30) days of the date of invoice. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid thirty (30) days from date of invoice.

Item	Price
Police Service *(8 officers for 8 hours at the rate of $55 per hour)*	$ 3,520
Participant Passes	$ 6,750
Additional TRAX service	**$ 0**
Total Contract Value	**$ 10,270**

3. 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 Official Race Bib, Race Shirt or Volunteer Shirt as Authorized Proof of Fare to UTA bus operators and fare inspectors. Users who do not have possession of Authorized Proof of Fare 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.

4. Term. This Agreement is applicable to the Salt Lake Marathon to be held on April 22, 2023 and to no other event of occasion.

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5. Termination. Either party may terminate this Agreement, with or without cause, by delivering written notice to the other party fourteen (14) days prior to the stated date of termination. If either party terminates this Agreement after April 14, 2023, the non-terminating party is entitled to its costs reasonably incurred in anticipation of performance of this Agreement.

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

7. 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 agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

8. Costs and Attorney's Fees. If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

9. 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.

HASE:	Utah Transit Authority:
Steve Bingham-Hawk	Kensey Kunkel
11485 Old US Highway 285	669 West 200 South
Suite 202	Salt Lake City, Utah 84101
Conifer, CO 80433	
Phone: 720-608-4715	801-741-8806
Email: steve@highaltitudeevents.com	kkunkel@rideuta.com

10. 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.

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11. Non-Discrimination. HASE 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, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

12. 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.

13. 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.

14. 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. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, 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.

15. 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.

16. 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.

17. Force Majeure. In the event of a labor strike, threatened strike, interruption, threatened interruption or other events including war, civil disturbance, act of God, or other events not under the control of UTA which disrupt bus service in all or portions of the transit district, UTA reserves the right to take such action with respect to the routes, including the right to terminate service without notice, as it deems in its best interest, considering the safety of its employees and passengers, and the protection of its buses. UTA shall not be liable for damages if service is terminated or curtailed under this provision.

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IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first set forth above.

UTAH TRANSIT AUTHORITY

By _____
Monica Morton
Fares Director

By _____
Kensey Kunkel
Mgr. Business Development- Sales

Approved as to Form

DocuSigned by:
Mike Bell
70E33A415BA44F6...
Legal Counsel

CRSEM, LLC dba
HIGH ALTITUDE SPECIAL EVENTS

By _____
Steve Bingham-Hawk
Regional Director