

SPECIAL EVENTS PASS AGREEMENT

This Special Events Pass Agreement (“Agreement”) is entered into on this 1st day of April, 2023, by and between the and ~~S&S Presents~~ ^{S&S Presents} a Utah municipal corporation whose address is ~~350 E 400 S #301, Salt Lake City, UT 84111~~ ^{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 hereafter collectively referred to as the “Parties” and either of the foregoing may be individually referred to as a “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 June 1, 2023 through September 30, 2023; and Sponsor will host Kilby Court Concert series on May 12-14, 2023. Hereafter, known collectively as “Concert Series;”

WHEREAS, Sponsor desires to purchase transit passes for transportation to its Concert Series using UTA’s transit system; and

WHEREAS, the parties desire to establish a program whereby Sponsor is authorized to purchase transit passes for those attending its Concert Series;

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. Concert Pass Program. The Parties agree to establish a Concert Pass Program whereby Sponsor purchases transit passes for ticket holders to its Concert Series (the “Special Event Transit Pass”).
2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Concert Series ticket holders (“Authorized Users”) attending concerts at the various venues in 2023. Sponsor agrees to provide UTA with the final event dates and start times by May 1, 2023.
3. Price. Sponsor shall pay UTA a price per show as shown in the table below. The number of shows for each Concert Series is estimated as shown in the table below but will be finalized prior to May 1, 2023. Once the number of shows is finalized, the City will pay UTA the amount shown below on a per-show basis.

Concert Series	Base Price Per Show	Authorized Users (Tickets Holders)	Venue
Salt Lake Twilight	\$2,813.00	45,000 (6 estimated Shows)	Gallivan Center
Kilby Court	\$6,000.00	60,000 (3 estimated Shows)	Utah Fair-park
Total	\$34,875	105,000	

Sponsor shall also provide:

- a. Twilight Concert Series: For each show, Sponsor shall provide 20 VIP Sponsor badges to UTA entitling the wearers to non-alcoholic beverages and seating in the reserved VIP section and 20 VIP Guest badges entitling the wearers access to the reserved VIP sponsor section and hospitality area.
- b. Kilby Court Concerts: For each show, Sponsor shall provide 6 VIP Sponsor badges to UTA entitling the wearers to non-alcoholic beverages and seating in the reserved VIP section and 6 VIP Guest badges entitling the wearers access to the reserved VIP sponsor section and hospitality area.

The donated tickets and badges as listed will be delivered to UTA no later than one (1) week before the event start date, and will be given to the public through promotional campaigns to cross-promote the show and using transit.

4. Pass Recognized as Fare Payment. An Authorized User's ticket to a Concert shall serve as a Special Event Transit Pass when: (1) printed with the UTA logo, attached hereto as Exhibit "A" (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.
5. Payment. On or before June 1, 2023, UTA shall invoice Sponsor for the amount owed as described in Paragraph 3. Sponsor shall pay the invoiced amount within fourteen 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.
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 Concert Series 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 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 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:
Title:

By:  _____
DocuSigned by:
A422247BF83042B
Name: NTC Smith
Title: Managing Director

By: _____
Name:
Title:

APPROVED AS TO FORM:

 _____
DocuSigned by:
70E33A415BA44F6...
Mike Bell
UTA Counsel

Exhibit "A"
UTA Logo

