

SPECIAL EVENTS PASS AGREEMENT
Ogden City Corporation

This Special Events Pass Agreement (“Agreement”) is entered into on this 1st day of April, 2022, by and between the and Ogden City Corporation, a Utah municipal corporation whose address is 2549 Washington Blvd., Ogden, UT 84401 (“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 “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, Sponsors hosts a Twilight Concert Series on a weekly basis from June 1, 2022 through September 30, 2022.

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

WHEREAS, the parties desire to establish a program whereby Sponsor is authorized to purchase transit passes for those attending its Twilight 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. **Twilight Concert Pass Program.** The Parties agree to establish a Twilight Concert Pass Program whereby Sponsor purchases transit passes for ticket holders to its Twilight 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 Twilight Concert Series ticket holders (“Authorized Users”) attending concerts at the Ogden Amphitheater in 2022. Sponsor agrees to provide UTA with the final event dates and start times by May 1, 2022.
3. **Price.** Sponsor shall pay UTA the base purchase price:

Base Price	Authorized Users (Tickets Holders)
\$25,000	50,000

Sponsor shall also 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. The donated tickets as listed above 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 Twilight 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, 2022, 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 Twilight 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 Twilight 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

By: _____
Monica Morton
Fares Director

By: _____
Kensy Kunkel
Mgr. Business Development and Sales

SPONSOR

By: _____
Name: Brandon Cooper
Title: Interim Director

By: _____
Name: Lee Ann Peterson
Title: Chief Deputy Recorder

APPROVED AS TO FORM:

DocuSigned by:
Mike Bell 5/9/2022
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Mike Bell
UTA Counsel



Exhibit “A”
UTA Logo

