

## LICENSE AGREEMENT FOR TEMPORARY PARKING

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”) and RAGNAR EVENTS, LLC, a Utah limited liability company, (“Licensee”) to set forth the terms and conditions under which Licensee may temporarily use property owned by the City in Summit County, Utah. City and Licensee are referred to in this License Agreement individually as a “Party” and collectively as “Parties.”

WHEREAS, employee parking benefits the residents and visitors of Park City and Summit County as a traffic mitigation tool; and

WHEREAS, one of the goals of the City is reduce traffic impacts of large developments and special events in Park City;

NOW THEREFORE, based upon mutual consideration herein, the adequacy of which is hereby acknowledged, the City and Licensee agree as follows:

1. **Property.** The area known as the existing Richardson Flat Park and Ride Lot in Summit County, Utah (the Property), which property is more particularly described in **Exhibit “A”** attached hereto and incorporated herein, (the “Property”).
2. **Commencement Date.** This License Agreement for Temporary Parking shall be valid upon execution by the Parties.
3. **Term.** The License shall be valid from 5:30 a.m. **on June 2, 2018**, until 10:00 p.m., **June 2, 2018**, unless revoked earlier or extended by City in writing. Revocation or extension may be given by delivering three (3) days written notice to the Licensee.
4. **Use of the Property.** Consistent with the terms and conditions of the Ground Lease dated April 30, 2010, described in **Exhibit “B”** attached hereto and made and incorporated herein, Licensee is hereby granted a revocable License to non-exclusive use of the Property for parking consistent with the Construction Mitigation Plan and Flagstaff Annexation Agreement. Licensee may not charge for said parking and shall restrict such parking to Race Vehicles and Participants only. City shall be responsible for the operation of lighting, lot pavement sweeping, snow removal, trash removal, and access to the Property. The current parking area may not be expanded. Bus or shuttle transportation to or from the lot shall be organized, managed and paid for by the Licensee.

The following conditions apply to use of the property

- a) Lot shall be open from **5:30 a.m. to 10:00 p.m.** each day. The City shall remove any vehicle left in the lot after **10:00 p.m.** each day at owners’ expense.
- b) Licensee shall comply with all Summit County laws and regulations in the use of the lot, including obtaining required permits for any temporary structures placed on lot.

- c) Licensee shall have access to **Three Hundred (300)** spaces only.
- d) Each vehicle utilizing the lot must display a City issued permit. Vehicles not displaying a permit will be subject to fines and or immobilization\ towing.
- e) Licensee shall pay in full all City user fees for lighting, lot sweeping, snow removal, trash removal, sanitation and access control required during use of the parking. For use of the parking lot, Licensee shall pay the City \$ \_\_\_\_\_ due \_\_\_\_\_.
- f) No parking of, multiple axle trucks, equipment, or tractor trailers is allowed in the lot.
- g) No storage of equipment, supplies, or materials is allowed in the lot.
- h) Buses and shuttles will be operated only on park and ride access road and designated bus drop off pickup road, as depicted in **Exhibit "C"** attached hereto and incorporated herein.
- i) Licensee shall be responsible for security of lot users and vehicles.

5. **Indemnity.** Licensee covenants and agrees to indemnify, hold harmless and defend the City, its agents and employees, from all fines, suits, claims, demands and actions of any kind including attorney fees by reason of any and all of its operations hereunder and agrees to assume all the risk in using the Property and is solely responsible and answerable in damages for any and all accidents or injuries to person or property. Nothing herein shall apply to the intentional torts of the City.

These provisions have been mutually negotiated by the Parties, and are expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. Nothing herein shall waive or limit any defense, requirement or limitation in the Governmental Immunity Act of Utah.

6. **Insurance.** Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the uses hereunder by Licensee, their agents, representatives, employees, volunteers or subcontractors.

Licensee shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

C. Worker's Compensation insurance limits written as follows:  
Bodily Injury By Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

D. The City shall be named as an additional insured on the insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Licensee shall provide City with thirty (30) days advanced written notice of cancellation. The City reserves the right to request certified copies of any required policies.

Licensee's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7. **Assignment/Sublease.** This License may not be assigned or the Property sublet.

8. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the parties and it cannot be altered except by written instrument, signed by both Parties.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**PARK CITY MUNICIPAL CORPORATION**

\_\_\_\_\_  
Diane Foster, City Manager

Attest:

\_\_\_\_\_  
City Recorder

Approved as to Form:

\_\_\_\_\_  
Thomas A. Daley, Deputy City Attorney

**Licensee:**

\_\_\_\_\_  
Signature

Name Printed:

\_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, by authority of its Bylaws/Resolution of the Board of Directors, and said \_\_\_\_\_ acknowledged to me that he/she executed the same on behalf of the corporation.

\_\_\_\_\_  
Notary Public