

**Park City Performances d/b/a Egyptian Theatre Company – YouTheatre Program  
Park City Municipal Corporation  
2019 Property Lease – Miners Hospital**

THIS LEASE AGREEMENT, (hereinafter referred to as “Lease Agreement”) is made by and between Park City Municipal Corporation, a Utah municipal corporation, (hereinafter referred to as “Landlord” or “City”) and Park City Performances, a Utah corporation, d/b/a Egyptian Theatre Company, (hereinafter referred to as “Tenant”) on this \_\_\_\_ day of \_\_\_\_\_, 2019, to set forth the terms and conditions under which Landlord will lease space in the Miners Hospital located at 1354 Park Avenue, Park City, Utah, (hereinafter referred to as “Miners”) to Tenant. The parties agree as follows:

1. Property. The property leased is within Miners Hospital and described as the exclusive use Monday through Friday from 8:00 a.m. to 5:00 p.m. of all interior space within the building (1<sup>st</sup>, 2<sup>nd</sup>, & Attic {3<sup>rd</sup> floor}), excluding the basement level, and exclusive use at all times as shown in Exhibit “A” attached hereto and made a part hereof, (hereafter referred to as “Premises”). The Park City Recreation Department will be using the basement of the Premises for Summer Day Camp. All times and property outside of those specified above will be open for public use.

In addition, the Tenant will have the option to rent the space outside of the times outlined. Any additional rental of space must be booked through the normal rental process with the City’s Special Events Department and will be subject to normal rental conditions.

2. Term. The Lease term shall commence on June 6, 2019, and terminate at 5:00 p.m. on August 16, 2019. In months with partial occupancy, the monthly rent amount shall be calculated on a pro rata basis for each day that Tenant occupies the space.

3. Rent. The rent for the leased space within the Miners Hospital shall be as follows:

(a) Rate: Rent shall be Two Thousand Five Hundred Dollars (\$2,500.00) per month and will be prorated in June and August based on move in date (June 6, 2019) and move out date (August 16, 2019).

<b>RENT SCHEDULE</b>		
<b>Month</b>	<b>Days</b>	<b>Rent</b>
June	23	\$ 1,916.67
July	31	\$ 2,500.00
August	16	\$ 1,290.32
<b>TOTAL</b>	<b>70</b>	<b>\$ 5,706.99</b>

(b) Payments: Rent shall be paid monthly and should be mailed or directly delivered to the Park City Finance Department, located at 445 Marsac Avenue, Park City, UT 84060. Rent shall be due on the first of each month, with the exception of the June rent which shall be paid at lease signing, and past due if not paid by the tenth (10<sup>th</sup>) of the

## Egyptian Theatre Lease Agreement

month. A late fee of Twenty Five Dollars (\$25.00) will be charged every five (5) days that payment is past due.

(c) **Security Deposit:** A refundable deposit of Two Thousand Five Hundred Dollars (\$2,500.00) is required to cover any damage and cleaning/removal of items. A refund of the deposit will be payable upon expiration of the Lease Agreement upon final inspection from the Landlord.

4. **YouTheatre Obligation.** The Egyptian Theatre's YouTheatre ((hereinafter referred to as "YouTheatre") shall conduct the programmed children's (ages 5- 18) theatrical production focused camps. YouTheatre shall not exceed posted occupancy of the building (listed in capacity chart below) at any time. YouTheatre shall be responsible for creating and managing a parking/drop off plan for all camp participants.

<b>ROOM</b>	<b>CAPACITY</b>
<b>ATTIC</b>	<b>25</b>
<b>2<sup>ND</sup> FLOOR</b>	<b>49</b>
<b>1<sup>ST</sup> FLOOR</b>	<b>49</b>

5. **Tax-Exempt Status.** In the event Tenant loses its tax-exempt status, the City shall have the option of terminating the Lease Agreement, or increasing the rental to the fair market value of the space occupied by the YouTheatre on the date that the tax exemption was revoked.

6. **Storage of Equipment and Supplies.** The Tenant has exclusive use of all interior space within the building (1<sup>st</sup>, 2<sup>nd</sup>, & Attic {3<sup>rd</sup> floor}) which the Tenant is permitted to use for storage of equipment and supplies related to the summer YouTheatre operations. No hazardous material shall be stored in this area. Equipment and supplies stored in this area shall be in compliance with applicable building codes and stored such that they do not cause risk of injury to individuals inside or outside of the area. YouTheatre will be responsible for securing this area and the City is not responsible for any lost or damaged items stored in this area.

7. **Accounting.** The Tenant and YouTheatre agree to keep and maintain their financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books and records at reasonable times and places during ordinary business hours provided that thirty (30) days written notice of the audit is provided to Tenant, and such notice contains a reasonable explanation for the audit. Any audit performed by Landlord pursuant to this Lease Agreement shall be performed at Landlord's sole expense.

8. **Scale of Event.** Tenant hereby acknowledges that no event shall exceed the occupancy limit on any space inside the building as determined by the Park City Building Department and Planning approvals. Tenant shall arrange to mitigate parking, traffic, and noise impacts associated with any camp operations not limited to marketing efforts and directional signage. A written plan will need to be approved by City officials annually prior to occupancy. Security and emergency lighting/exits/evacuation for all camps are solely the responsibility of Tenant.

## Egyptian Theatre Lease Agreement

9. Assignment/Sublease. Tenant has no right to assign or sublet any or all portions of the leased space for any purpose whatsoever, including subleases or assignments to other non-profit organizations, or assignments for the benefit of creditors. Any attempt to sublet or assign shall cause this Lease Agreement to immediately terminate.
10. Utility Service. Landlord shall be responsible for natural gas, electricity, sewer, security systems, refuse collection, garbage collection, and water for the leased space. Tenant will be responsible for any other utilities such as telephone and cable television, and shall establish an account with each of these utilities in its own name.
11. Use of the Premises. The Premises shall be used by the Tenant only for youth theatrical programs sponsored and organized by YouTheatre. Any keys given to the Tenant must be returned to the Landlord.
12. Telephone, Cable and Internet. Landlord is not responsible for telephone, cable or internet service. The Tenant is responsible for installing its own telephone, television, computer, and other communication equipment in the leased space.
13. Insurance. Tenant will carry a primary and non-contributory policy of commercial general liability insurance, in an amount of at least Two Million Dollars (\$2,000,000.00) per incident or occurrence and Four Million Dollars (\$4,000,000.00) policy aggregate limits, to cover Tenant's patrons and employees during the course of its business. Tenant shall carry a primary and non-contributory policy of workers compensation insurance, in an amount of at least Five Hundred Thousand (\$500,000.00) per accident. Tenant shall carry a primary and non-contributory property insurance policy covering Premises and contents located in Tenant's space, which are owned or leased by the Tenant.

Tenant's policies shall include an endorsement naming Landlord as an additional insured on the commercial general liability policy, and an endorsement Waiver of Transfer of Rights of Recovery Against Others To Us (form CG 24 04 10 93), as part of the policy. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Landlord on or before the lease commencement date, and maintained continuously during the term of the Lease Agreement.

The Tenant will not store or keep any product or equipment within the space that will, because of its nature, increase the risk of casualty losses to the overall building, or that will require additional premiums or specialty coverage.

14. Payment of Taxes and Other Assessments. As a tax exempt entity, the Landlord does not expect to be assessed real estate and personal property taxes and other related assessments or taxes on the Premises. However, should Tenant change the tax status or should other circumstances cause taxes or assessments to be imposed on the Premises, then Tenant shall pay a pro-rata share of real estate and personal property taxes and other related assessments or taxes for the Tenant's Premises during the term of this Lease Agreement.

## Egyptian Theatre Lease Agreement

15. Liens. Tenant shall not permit any liens to attach to the Premises for work done at Tenant's request or for Tenant's benefit. If Landlord receives notice of any such liens against the Premises, Tenant shall promptly discharge the lien at Landlord's request, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the Premises is in jeopardy because of any lien Tenant has elected to attach to the Premises, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the Premises.

16. Tenant Improvements. The Premises are being leased to Tenant in AS-IS condition. Any additional interior finish or furnishings desired by the Tenant must be approved in advance by the Landlord in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. At the expiration or termination of the Lease Agreement, all Tenant improvements that could be deemed fixtures under the law become property of the Landlord unless specifically exempted in writing prior to installation.

17. Signs. Landlord reserves the right to specifically review and approve or reject proposed signs on or in the building. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Park City Sign Code, and conforms with the historic nature and architectural detailing of the building. Signs shall be removed and any damage resulting from removal shall be repaired when Tenant vacates the Premises.

18. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or breaches any other term or condition of the Lease Agreement, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:

- (1) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the Premises within fifteen (15) days;
- (2) Landlord may permit Tenant to remain in possession and sue for the installments that are past due;
- (3) Landlord may re-let the Premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;
- (4) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease Agreement entirely. Unless Landlord has released Tenant's continued performance under this Lease Agreement, Tenant is deemed to be in possession of the Premises and any re-letting by Landlord is on Tenant's account. Tenant is responsible for all payments and obligations under the Lease Agreement until Landlord releases Tenant.

## Egyptian Theatre Lease Agreement

19. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord owns or controls the Premises and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease Agreement. However, Tenant acknowledges the Premises are part of a larger public building; therefore, Tenant may experience temporary impacts to operations, noise, and parking access customarily found with public buildings.

20. Maintenance. Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. The Landlord will be responsible for janitorial service in areas used in common with the Miners and other tenants and for cleaning the outside of the glass and replacement in the event of damage from an outside source. Landlord shall be responsible for the mechanical systems which serve the space as reasonably necessary to maintain the structure, and to service common utility facilities. Exterior maintenance of Miners and snow removal shall be Landlord's responsibility.

21. Access to Other Spaces. Tenant shall not interfere with the access to other spaces within Miners or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure, service common utility facilities, and maintenance program use. With reasonable notice, Landlord shall have the right to inspect the leased space during the Tenant's normal business hours.

22. Force Majeure. This Lease Agreement shall automatically terminate upon any holding, interpretation, or determination by a court, legislative body, or administrative body that Landlord may not lease to a private educational entity or similar establishment, or that the Landlord may not lease to a private entity either under existing State and federal law regulation or future State and federal law regulation.

23. Increased Insurance Risk. Tenant will not permit the Premises to be used for any purpose which would render the fire insurance on the building or the Premises void, cause cancellation thereof, increase the insurance risk, or increase the insurance premium in effect at the time of the term of this Lease Agreement. Tenant will not keep, use, or sell, or allow to be kept, used, or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to premises of the same general type as those covered by this Lease Agreement.

24. Care and Repair of Premises by Tenant. Tenant will inspect and accept the Premises for the purposes of this Lease Agreement prior to taking occupancy. Tenant will not commit any waste on Premises, nor shall it use or permit the use of the Premises in violation of any State, County, or municipal law, ordinance, or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord and at its own cost and expense in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business without, however, materially altering the basic character of the building or improvements or weakening the structure on the Premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Lease Agreement unless specifically exempted in writing prior to commencing work.

## Egyptian Theatre Lease Agreement

25. Damage or Destruction. If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Premises without expense to the Tenant, subject to delays due to adjustment in insurance claims, strikes, and other causes beyond the Landlord's control. If such damage or destruction shall render the Premises uninhabitable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the Premises restored. If the damage or destruction shall require removal of Tenant's operations from the Premises, either Landlord or Tenant may elect to terminate this Lease Agreement by written notice to the other within thirty (30) days after the occurrence of such damage or destruction. Tenant shall not use space heaters and/or any other electrical equipment which may overload the system without written permission from Landlord.

26. Surrender of Premises. Tenant agrees to surrender the Premises at the expiration or sooner termination of this Lease Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Lease Agreement, ordinary wear, tear, and damage by the elements or from other acts of God excepted.

27. Hold Over. Should Tenant hold over the Premises or any part thereof after the expiration of the term of this Lease Agreement unless otherwise agreed in writing, Tenant shall pay the same monthly rental provided for herein, plus a ten percent (10%) increase, and any and all damages as available to Landlord, including attorney fees for eviction and statutory penalties/treble damages.

28. Indemnity.

- (1) Tenant shall indemnify and hold Landlord and its agents, employees, and officers, harmless from, and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind or nature brought against Landlord arising out of, in connection with, or incident to the execution of this Lease Agreement and/or the Tenant's defective performance or failure to perform any aspect of this Lease Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Landlord, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend Landlord, its agents, employees and/or officers from any claims arising from the sole negligence of Landlord, its agents, employees, and/or officers. The Tenant expressly agrees that the indemnification provided herein constitutes the Tenant's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Tenant claims or recovers compensation from the Landlord for a loss or injury that Tenant would be obligated to indemnify the Landlord for under this Lease Agreement. This limited waiver has been mutually negotiated by the parties, and

## Egyptian Theatre Lease Agreement

is expressly made effective only for the purposes of this Lease Agreement. The provisions of this section shall survive the expiration or termination of this Lease Agreement.

- (2) No liability shall attach to Landlord by reason of entering into this Lease Agreement except as expressly provided herein.

29. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply, or electrical supply; any injury or damage to persons or property caused by gasoline, oil, steam, gas, or electricity; hurricane, tornado, flood, earthquake, wind or similar storms or disturbances; water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area or from any part of the building or buildings; or an interference with light.

30. Nondiscrimination. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, services, or operation of its business hereunder.

31. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be in writing and signed by both parties, limited to the particular instance, and shall not be deemed to waive any other breaches of such covenant or any provisions herein.

32. Rights of Successors and Assigns. The covenants and agreements contained within the Lease Agreement shall apply to the benefit of successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

33. Building Security. Landlord will install doors with locking hardware. Tenant is entitled to put locks on the doors to its space that they have exclusive use of, provided the Landlord is given keys for reasonable access and building maintenance. Both parties will lock the exterior doors after their use of the building is completed for the day. Tenant shall check all exterior doors to make sure that they are locked, check that all windows in the Premises are secured, and set the alarm at the conclusion of each day. Lights should be turned off at the conclusion of Tenant's use each day.

34. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:  
Jonathan Weidenhamer, Economic Development Manager  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060

Egyptian Theatre Lease Agreement

If to Tenant:  
Jamie Wilcox, YouTheatre, Executive Director  
Egyptian Theatre  
328 Park Main Street  
Park City, UT 84060

35. Severability Clause. If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

36. Entire Agreement. This Lease Agreement constitutes the entire and only agreement between the parties and it cannot be altered or amended except by written instrument, signed by both parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

LANDLORD:  
PARK CITY MUNICIPAL CORPORATION, a  
Utah municipal corporation

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

Attest:

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

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

Egyptian Theatre Lease Agreement

TENANT

PARK CITY PERFORMANCES, a Utah  
corporation d/b/a EGYPTIAN THEATRE  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

**ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF SUMMIT    )

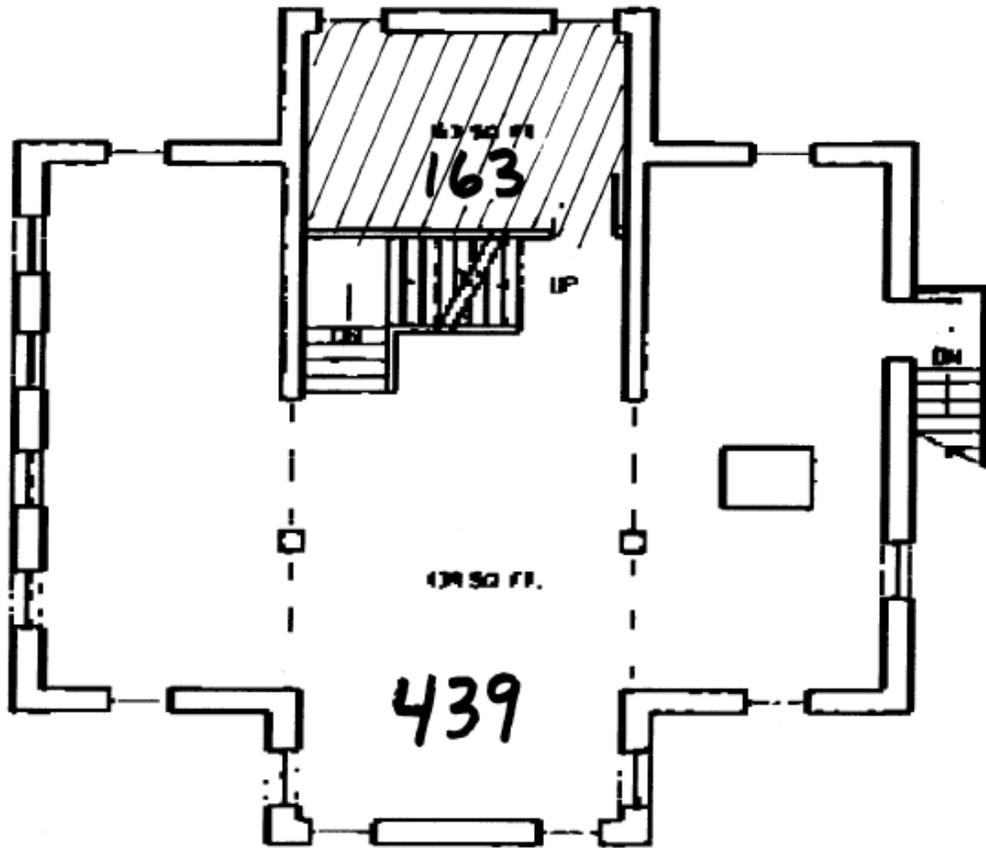
On this \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me, the undersigned notary,  
personally appeared \_\_\_\_\_, personally known to me/proved  
to me through identification documents allowed by law, to be the person who executed the  
within instrument as \_\_\_\_\_ of the corporation therein named, and  
acknowledged to me that he/she executed the same on behalf of the corporation for the purposes  
therein stated.

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

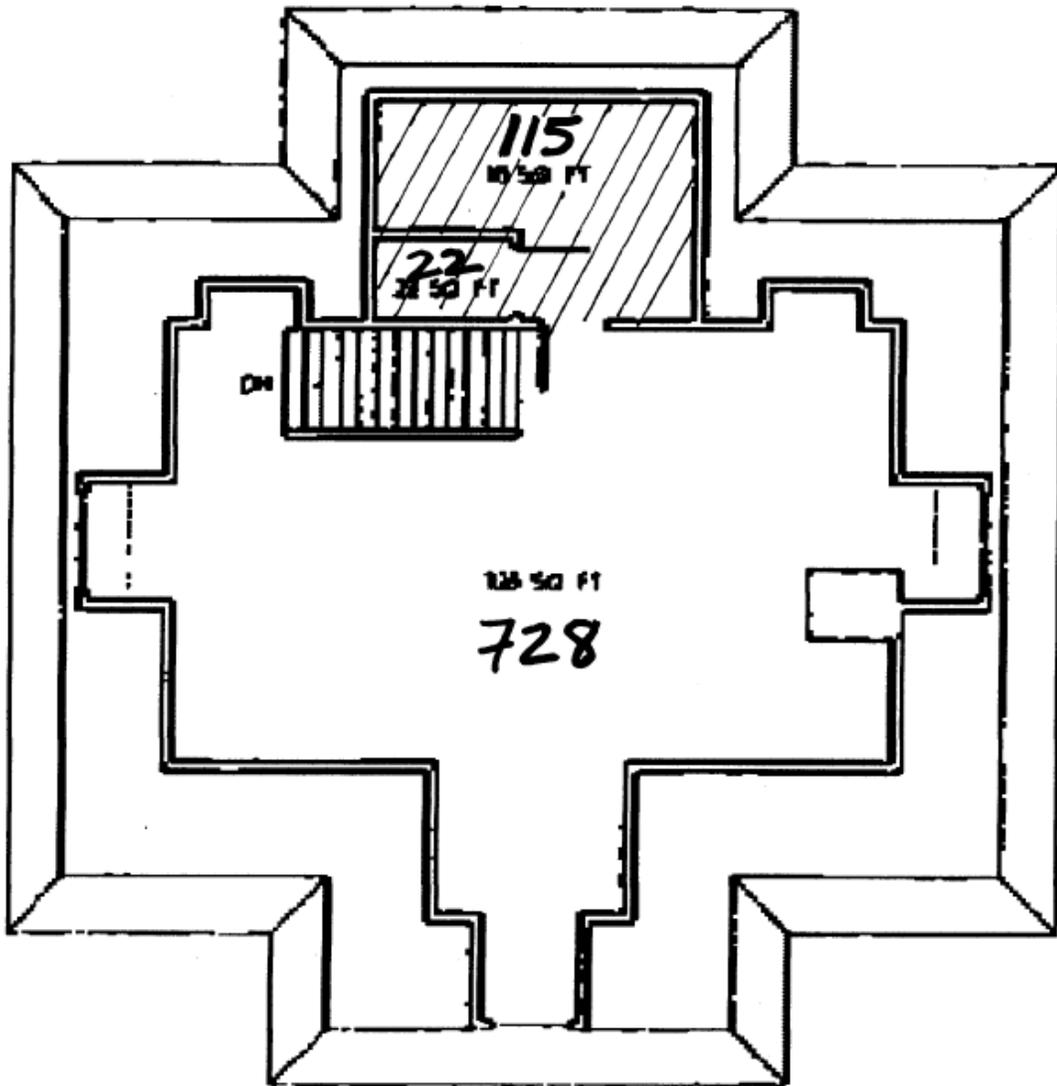
EXHIBIT "A"



**2A** **FIRST FLOOR**  
W.P. 1. 1. 8'



**3A** **SECOND FLOOR**  
MB • F • B'



**4A** **ATTIC FLOOR**  
11/1/07