

FIRST ADDENDUM TO CITY SERVICES AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION & TRIPLE CROWN SPORTS, INC.

This FIRST ADDENDUM is made and entered into in duplicate this 1/13/2021 day of 1/13/2021, 2021, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and TRIPLE CROWN SPORTS, a Colorado corporation, (“TCS” or “Licensee”), to amend the City Services Agreement signed and executed by the parties on April 2, 2019, effective as of November 16, 2017.

WITNESSETH:

WHEREAS, the parties entered into a City Services Agreement on April 2, 2019, with an effective date of November 16, 2017, (hereinafter “Agreement”);

WHEREAS, the term of the Agreement is due to end November, 30, 2020; and

WHEREAS, due to the unforeseen impacts of Covid-19, the parties desire to extend the Agreement for one (1) year under the terms in the Agreement as amended.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Agreement as follows:

1. AMENDMENTS:

EXTENSION OF TERM. The term of the Agreement shall be extended to a termination date of November 30, 2021.

- 2. OTHER TERMS.** Per Section 2.1 of the Agreement, TCS agrees to hold the 2021 World Series in Park City on July 12, 2021 through July 25, 2021.

Per Section C. 6.1 of the Agreement regarding Basic City Services, Park City shall pay for Forty Thousand Dollars (\$40,000.00) in City Services. TCS shall be responsible for paying other City Services over the amount indicated herein.

All other terms and conditions of the Agreement shall continue to apply.

- 3. ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 19.7 of the Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

- 4. COUNTERPARTS.** This First Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

5. **ELECTRONIC SIGNATURES**. Each party agrees that the signatures of the parties included in this First Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

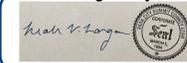
IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

CITY:

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

DocuSigned by:
Matt Dias
B5D5222E86E246E...
MATT DIAS, City Manager

Attest:

DocuSigned by:

B628134DAB1D4C9...
City Recorder's Office

Approved as to form:

DocuSigned by:
Margaret Plane
41523ECF3101489...
City Attorney's Office

LICENSEE:

TRIPLE CROWN SPORTS, INC., a Colorado corporation

Address: 3930 Automation Way

City/State/Zip: Fort Collins, CO 80525

Tax ID#: 84-1127347

Keri King

Printed Name

DocuSigned by:
Keri King

29B1D282E8E14C1...
Signature

CEO

Title

THE CITY REQUIRES THE LICENSEE TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

CITY SERVICES AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION & TRIPLE CROWN SPORTS, INC.

This Level Three Special Event Permit and City Services Agreement (“Agreement”) is effective as of November 16, 2017, entered into as of April 2nd, 2019, between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (“Park City”, “PCMC” or “City”), and **TRIPLE CROWN SPORTS, INC.**, a Colorado corporation, (“TCS”).

RECITALS

WHEREAS, TCS has staged the Triple Crown Girl’s Youth Fast Pitch and Boy’s Baseball World Series, (the “World Series”) in Park City under the regulation and authority of annual special event permits issued by Park City;

WHEREAS, Park City and TCS wish to enter into a contract establishing Park City as the World Series headquarters, maximize planning efficiencies, pool resources, and improve event management to ensure the continued success of the event with minimal impacts to the residents of the City;

WHEREAS, TCS, desires to use certain facilities owned or controlled by Park City and to obtain certain municipal services, fee waivers, and other financial and non-monetary assistance from Park City and others as appropriate in connection with the World Series, all under the terms hereinafter provided;

WHEREAS, Park City desires to contract with TCS to implement additional closures of Main Street, perform marketing and event management services, and to make substantive changes to the transportation plan and parking management plan as specified pursuant to the terms herein;

WHEREAS, Park City is authorized by Section 11-2-2 of the Utah Code Annotated to provide for and appropriate funds and services for athletic sports and festivals for public, governmental and municipal purposes;

WHEREAS, pursuant to Sections 10-8-2(1) and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is for a corporate purpose consistent with the 2014 Park City General Plan, particularly Tourism Economy, Economic Diversity, and Climate Adaptation Goals, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city; and

WHEREAS, Park City, in conjunction with the Park City Chamber/Bureau, reviews the direct economic benefit of the World Series event to Park City on an annual basis. The City Council also finds that, in addition to the services contracted for herein, the World Series’ annual direct economic impact to Park City equals or exceeds each annual current fair market value of Park City’s contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the event create an

additional overall positive economic, artistic and quality of life impact on the City, its residents and its visitors, and nothing herein shall be determined to be a gift or charitable contribution by the City.

AGREEMENT

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and TCS mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified in **Exhibit A** attached hereto and made a part hereof, and each World Series in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the World Series event. Park City and TCS agree that the purpose for cooperation and flexibility is the successful operation of the World Series. Both parties understand that plans may change, and are subject to final approval by the City Council.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and TCS with respect to the Use Areas and the other items covered by this Agreement. The parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plans") with respect to those functions of the Use Areas that may change with the World Series. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. Supplemental Plans for the 2017 World Series are incorporated within this Agreement and changes that promote the efficient and successful operation of the World Series may be considered. Failure to agree on changes to the Supplemental Plan will result in use of the existing Supplemental Plans. Any substantial changes in material terms, as determined by City staff, shall require an amendment to this Agreement and City Council approval. The City Council reserves full authority to approve or reject changes in accordance with Title 4A (as amended) and any other applicable ordinances.

1.3 TCS General Responsibilities. In addition to the responsibilities of TCS set forth in the balance of this Agreement, TCS is responsible for the timely submission to City of all annual plans related to the World Series, and producing and providing all official information related to the World Series to the City.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to TCS or its designee by May 1 of each year all

official Park City information relevant to the World Series and the Use Areas, and promoting positive support for Park City's involvement in the World Series and the opportunities provided thereby. Park City shall cooperate with TCS by using its best efforts to notify TCS of any pending City ordinance changes or City right of way projects which could have a negative impact on TCS and its sponsorship relationships.

B. TERM AND LEASE OF USE AREAS DURING USE PERIODS.

2. Term. TCS hereby agrees to hold the 2018, 2019, and 2020 World Series in Park City. Accordingly, this Agreement shall be effective from November 16, 2017, until the last day of November, 2020.

2.1 Dates of World Series. The World Series shall be held on the following dates:

July 9 through 21, 2018

July 15 through 25, 2019

July 13 through 23, 2020

3. Grant of Lease. Park City hereby grants to TCS and its designees and assigns, and TCS hereby accepts, the right for the occupancy and use of the Use Areas for the purposes further described on Exhibit A along with the use of all available utilities, services, and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and TCS with respect to the Use Areas is that of landlord and tenant, and may be further defined by Lease Agreement. However, the Lease Agreement shall not conflict with this Agreement or any exhibit attached hereto. Park City makes no express or implied warranties regarding the Use Areas and TCS hereby acknowledges it has inspected the Use Areas and accepts the Use Areas "AS IS."

3.1 Park City and the Park City School District hereby acknowledge and agree that they are parties to a lease agreement dated November 8, 2007, which grants certain rights to Park City to use the Park City School District recreation fields, including those identified in Exhibits A through D herein (the "School Agreement"). The parties hereto enter into this Agreement subject to the School Agreement between Park City and the Park City School District and further agree that any such use of School District's property shall be subject to the priority granted to the School District pursuant to the School Agreement that any use by the School District for educational purposes shall have priority in scheduling over any other use. By signing this Agreement, Park City agrees that the occupancy and use right granted by Park City School District to Park City Municipal Corporation via this Agreement are consistent with and in compliance with the terms of the School Agreement and that no further approval thereof by the Park City School District Board is required.

4. Exclusive or Shared Use. The Use Areas include areas where TCS has Exclusive Use and areas where TCS has Shared Use, as indicated on Exhibits A through D. All Park City personnel who require access to Shared Use Areas during the applicable

Use Periods shall be subject to TCS's operational policies and procedures and plans for Shared Use Areas.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and TCS shall cooperate to arrange times that TCS and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing, and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain temporary improvements such as installation of cables, conduits, curb cuts, signage, and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the requirements outlined herein.

4.2 Lawful Use. During the applicable Use Periods, TCS will not use, operate, or maintain the Use Areas improperly, carelessly, in violation of any applicable law, or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. TCS may (but shall not be obligated to) use of the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, with City Approval, for the purposes indicated on Exhibit A through D; including for the moving in and out, and the construction, erection, and staging of decorations, trash, recycling, and other temporary facilities and installations and other temporary improvements, lighting, sound systems, booths, stages, tents, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs, and other merchandise to persons attending the World Series; for advertising, marketing and promotion; and for any other purpose related to the World Series.

4.4 Rights to License. TCS shall, during any applicable Use Periods of Exclusive Use, have the express, sole and exclusive right to sell (or give away) or license the right to sell (or give away) any food and beverage with the exception of any currently approved and binding written contract for these services agreed upon between Park City and a third party, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any person in or on the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, TCS shall not be released from its obligations hereunder.

4.5 Restoration. TCS shall return the Use Areas to Park City at the conclusion of its respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, TCS shall, at its sole cost and expense, remove all temporary improvements and modifications located in or on the Use Areas, unless otherwise agreed upon in writing by the Parties.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to TCS all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as

necessary for TCS to operate such facilities pursuant to this Agreement. TCS shall remain responsible for any building or other permits necessary for its temporary improvements or food or beverage operations.

5.2 Special Event Permit. The City hereby finds the World Series to comply with the Municipal Code of Park City Section 4A. Upon execution of this Agreement, Park City shall issue to TCS a Special Event Permit that covers all activities of TCS described in this Agreement that may require such a Permit. Annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval, transportation, security, and waste/recycling plans, and all other required permits, approvals, variances, etc. that may be encompassed by the Special Event Permit for each World Series. TCS will coordinate with the City and any other approved special event applicants to ensure that the impacts of events are minimized to the surrounding community.

5.3 Permits and Licenses Issued by Other Governmental Authorities. TCS shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses, and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to TCS's use of the Use Areas during the use periods. Park City shall support and cooperate with TCS in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize TCS to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

5.4 Governmental Ordinances. The Special Events Department shall support and cooperate with TCS in obtaining permits as necessary concerning any local, City, County or State ordinances, rules, laws, and regulations to assist TCS in hosting and staging the operations of the World Series and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. In accordance with the list of Basic City Services below, and the 2016 cost thereof in the spreadsheet below, Park City shall pay for Fifty Thousand Dollars (\$50,000.00) in City Services in 2018, 2019, and 2020. TCS shall be responsible for paying for other City Services over the amounts as indicated above..

- a. Up to twenty (20) hours of specific Event Police when mutually determined necessary by the Park City Police Department and TCS.
- b. Use of recreation fields as outlined in Exhibits A through D.
- c. Maintenance and Full and Partial Field preps as outlined in Exhibit E.

- d. Traffic barricades and use of two Variable Message Signs as needed concerning traffic control as mutually determined by TCS and Park City.
- e. Installation of Bracket Board as provided by the Chamber if requested by TCS.
- f. Four (4) sets of City bleachers, including set up and break down if requested by TCS.
- g. Special Events Application Fee.
- h. Building Permit Fees.
- i. Four (4) rentals of Santy Auditorium if requested by TCS.
- j. Special Use of Public Parking regarding Main Street closure if requested by TCS.

TRIPLE CROWN CITY SERVICES CONTRACT			
2016 COST OF CITY SERVICES			
TYPE	QUANTITY	COST PER UNIT	TOTAL COST
Police Services	20	\$ 75.00	\$ 1,500.00
Fields	14	\$ 3,450.00	\$ 48,300.00
Trash	78	\$ 33.90	\$ 2,644.20
Restroom Cleaning	1	Contract	\$ 4,650.00
Full Field Preps	78	\$ 91.15	\$ 7,109.70
Partial Field Preps	400	\$ 60.75	\$ 24,300.00
VMS	3	\$ 151.20	\$ 453.60
Parking	72	\$ 16.00	\$ 1,152.00
Bracket Board	7	\$ 23.32	\$ 163.24
Bleachers	28	\$ 53.00	\$ 1,484.00
SE Permit	1	\$ 180.00	\$ 180.00
Building Permits	1	\$ 215.00	\$ 215.00
Room Rental	4	\$ 200.00	\$ 800.00
			\$ 92,951.74

TCS may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the World Series. If such adjustments require Park City to provide services which exceed the level or type of City services in the aggregate that Park City is committed to provide in Section 6.1 herein, then such services shall be considered Additional City Services to be paid for by TCS under Section 6.2.

6.2 Additional City Services and Work Order Process.

TCS may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City services to be provided by Park City to promote the efficiency and success of the World Series. TCS may request services from Park City in addition to basic City services under this Agreement, either due to quantity, frequency, or type of service requested (collectively, "Additional City Services"). Park City will provide TCS with cost estimates for the Additional City Services before those additional City Services are performed. TCS will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead, or wear and tear on any equipment.

6.3 City Services Financials.

(a). Park City agrees to keep accurate books and records of expenditures related to City Services provided to the TCS. Park City shall provide these financials for City Services for a debrief due by November 1 of each contract year. TCS or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours.

(b). All estimated City and TCS expenses related to City Services must be included in the Supplemental Plan and provided to TCS for review by April 1 of each contract year.

6.4 Event Survey. TCS shall conduct a limited survey of the World Series attendees geared at measuring event impact as well as benefit to the local community and economy. Park City will have the right to provide input to said survey and methodology, and changes shall be mutually agreed upon by both parties. TCS will be responsible for any costs to complete this survey.

7. City Representative.

7.1 Event Representative. Prior to and during the Use Periods, Park City shall designate at least one (1) full-time employee to serve as its "City Representative" for the World Series, who shall be the operational liaison between Park City and TCS and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at TCS's request, access to and street closure(s) (if applicable) of the Use Areas is provided to TCS upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this Agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to the Supplemental Plan. The City Representative shall generally be Special Events staff for the City, unless otherwise approved in advance by TCS, which approval shall not be unreasonably withheld or delayed.

7.2 Management Representative. Park City shall also designate at least one Departmental Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The costs of providing the City Representative and the Management Representative to provide services under this Agreement shall be borne solely by Park City. The Management Representative shall, if requested by TCS, assist TCS with the formation of a logistics coordination team.

7.3 Management Meetings. The City Representatives and TCS Event Manager shall confer no later than April 30 annually to review World Series operation, the Supplemental Plan, and the terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved by May 30 unless, based upon the facts and circumstance, approval by May 30 is not practical and then the changes shall be approved as soon as possible.

8. Parking and Transportation.

8.1 Transportation Plans. Park City, with coordination from TCS, shall develop and implement plans for traffic control around Main Street as part of the Supplemental Plan to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking, road closings, and any enhanced transit service to off-site shuttle lots and paid parking. Park City shall modify and as necessary expand the public City Transit service, at TCS's sole expense, to meet the increased public demand during the World Series consistent with the purposes of the Agreement and the needs of the public, including patrons of the World Series. The system will remain open to the public and will service the existing transit routes. The transportation plans contemplated by this paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods, and are not to be construed as the provision of "charter" services.

8.2 Cooperation in Main Street Closing. Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and TCS both agree to support and cooperate with one another if both parties agree to close all or a portion of Main Street for pedestrian use only or restrict traffic to one-way during some portion or all of the Use Periods.

8.3 Parking Areas. Park City, with coordination from TCS, shall develop and implement plans for parking as part of the annual Supplemental Plans to meet the needs during Use Periods. TCS will help to enforce all parking codes to reduce illegal parking and allow for emergency access at all use facilities. This may include providing staff to monitor parking lots to ensure compliance. Written permissions may be required in order to use private lots located near playing facilities. It is TCS's responsibility to gain permission and fulfill all commitments associated with any private parking lot use agreements. Furthermore, TCS shall make an effort to reduce parking impacts in neighborhoods that are adjacent to Use Areas.

D. TCS SERVICES.

9. TCS Obligations. As consideration for the City support herein, TCS agrees to the following:

9.1 Approval of Event Dates. TCS agrees to annually submit any changes or modifications to the dates of the World Series to Park City for review and approval.

9.2 Park City Venues. Park City shall be recognized as the headquarters of the World Series. Every effort will be made by TCS to prioritize the Park City and Summit County lodging and facilities to fulfill utilization and expand the World Series outward from there. The presentation for the World Series on the website, mailings, and phone communication to the teams will be directed at the Park City lodging community as a priority. Both parties acknowledge that the World Series may grow and evolve over the course of this Agreement.

9.3 Scheduling. TCS shall schedule no more than one hundred twenty (120) teams per week in the World Series, unless other facilities are used throughout the region. The World Series requires two (2) weeks of play, and shall coordinate with Park City to ensure the use of local play and accommodation of other permitted tournament events. The parties shall mutually determine which field can be programmed for local play.

9.4 Public Relations – Press Releases and Promotional Materials. TCS shall include a reference to “Park City, Utah” in all press releases made and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and the HPCA promoting Park City, Utah, generally. TCS agrees to promote the World Series in Park City, Utah, using the following mechanisms:

- A. www.triplecrownsports.com;
- B. Direct e-mail program with extensive nation-wide database;
- C. On-site event promotions; and
- D. Promotions at existing Championship events.

9.5 Cooperation with Chamber Bureau and Business Associations. TCS and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

9.6 Fundraising Events. TCS shall hold fundraising events at the World Series to benefit the capital improvements of facilities and Park City youth programs.

9.7 Responsibility. TCS acknowledges that noise levels and crowd control are TCS responsibility and that if this World Series violates the noise requirements as stated in the Municipal Code, TCS is liable. As per the municipal code, TCS may request a variance to noise requirements annually as part of the supplemental plans.

9.8 Responsible Conditions. TCS acknowledges that Park City can still impose reasonable conditions as the World Series changes. Annually TCS shall report the following:

- a. Attendance – average attendance targets shall be established and verified annually by staff and TCS to monitor growth of the event.
- b. Traffic Impacts – Work with Park City to review and create an incentive program for attendees that take alternative modes of transportation. TCS and Park City will determine a traffic baseline, and provide a plan to lessen vehicle impacts annually.
- c. Sustainability Efforts and Impacts – Work with Park City on reduction of the World Series’ carbon footprint. TCS shall:

- Identify a staff member onsite that will, in coordination with the City, be in charge of managing waste, recycling, and sustainable efforts, and be available for daily communication with Park City during the World Series.
- Work with the City to gather data regarding waste diversion rate for trash, recycling, and compost in pounds, and provide a plan to increase diversion rate annually.
- Create a plan to increase the use of reusable or recyclable event materials (banners, signage, brochures, etc...).
- Reduce the use of plastic bags, single use plastic bottles, and Styrofoam throughout the event (TCS to require use of reusable or compostable serving utensils/bags/packaging for all event vendors).
- Enforce no idling policy for vendors, staff, and attendees.

E. FINANCIAL

10. City Services Agreement. Subject to annual budget appropriation, Park City hereby agrees to make the following annual contributions to TCS towards the cost of the World Series for the term of this Agreement. Within sixty (60) days of the conclusion of the event, Park City shall submit to TCS an invoice reflecting the actual total fee incurred each year less the following amounts of City Services Fee Waivers each year:

Fifty Thousand Dollars (\$50,000.00) in City Services Fee Waivers in 2018, 2019 and 2020;

10.1 Park City agrees that this Agreement and all Park City's obligations and contributions shall be included in the City Manager's recommended budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council no later than June 30 of each year. If such budget is not approved prior to June 30, TCS and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by July 1, TCS may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. Payment shall be made within fifteen (15) business days of Supplemental Plan approval. No payments shall be made to TCS prior to approval of the Supplemental Plan. Similarly, should TCS dissolve or file bankruptcy, TCS may terminate this Agreement upon ninety (90) days prior written notice prior to that year's World Series, without recourse or further claims by Park City.

10.2 TCS agrees to keep and maintain its 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 TCS and such notice contains a reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense. If the

contributions have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. TCS agrees to turn in all IRS forms, updated business plans, and other similar financial information by November 1 of each contracted year.

F. INSURANCE AND RISK MANAGEMENT.

11. Indemnifications.

11.1 TCS's Indemnity. TCS shall indemnify and hold the City, and their 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 the City arising out of, in connection with, or incident to the execution and/or performance of any terms of this Agreement. However, if such claims are caused by or are the result of concurrent or contributory negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TCS. Nothing herein shall require TCS to hold harmless or defend the City, its agents, employees, and/or officers from any claims arising from the sole negligence or intentional misconduct of the City, its agents, employees, and/or officers. TCS expressly agrees that the indemnification provided herein constitutes the TCS'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 TCS claims or recovers compensation from the City for a loss or injury that TCS would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is 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 any provision, defense, or limitation of the Utah Government Immunity Act.

11.2 Waiver of Claims Against Park City. TCS shall not make any claim against Park City or its officers, employees, and agents with respect to any liability incurred by TCS to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, use of the Use Areas, or the World Series, except to the limited extent such liability results from the negligence of Park City, its officers, employees, or agents.

11.3 Insurance. TCS shall procure and maintain at its own expense throughout the Use Periods the following insurance:

- (a) Five Hundred Thousand Dollars (\$500,000.00) Workers' compensation insurance for TCS employees, including statutorily required limits and other requirements of law.
- (b) All employee benefit programs and coverage required under ERISA, unemployment insurance, and any other insurance required by State or federal laws.

11.4 TCS Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, TCS shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverage, whether by separate policies or by endorsement:

- (a) Commercial general liability policy, with combined single limits of Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in aggregate.
- (b) Automobile general liability policy, with a limit of Two Million Dollars (\$2,000,000.00).
- (c) TCS shall require any hired security company to provide a policy of liability insurance and name TCS and Park City as additional insured on the policy with limits set forth in 11.4 (a) and (b).
- (d) TCS shall require any hired transportation company to provide a policy of liability insurance and name TCS and Park City as insured on the policy with limits set forth in 11.4 (a) and (b) above.

11.5 Additional Requirements. The insurance provided by TCS pursuant to Section 11.4 of this Agreement:

- (a) Shall be written on an occurrence basis, and shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with TCS's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines, and expenses that arise out of or in connection with the acts or omissions of Park City incident to TCS's above-referenced activities, but not including the negligence of Park City or its respective officers, employees or agents.
- (b) Shall provide that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers, agents or employees.
- (c) Shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and
- (d) Shall provide that such insurance shall not be altered or cancelled Without thirty (30) days' prior written notice to Park City.

11.6 Park City Liability. Nothing herein shall waive any provision, defense, or limitation of the Utah Government Immunity Act.

G. MISCELLANEOUS.

12. License for Use of TCS Marks. TCS grants to Park City a license to use TCS's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to restrictions prohibiting any commercial use of such marks.

13. License of Park City of Utah Logo, Name, and Marks. Park City hereby grants TCS a non-exclusive license to use for the effective term of this Agreement, any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the World Series, (b) providing map and way finding information, and (c) advertising or promoting the World Series; but specifically excluding any license for the sale of any novelties or merchandise.

14. Photography and Broadcast Rights. TCS shall have the non-exclusive right to arrange, conduct, or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. TCS shall have the non-exclusive right to record, to broadcast, and to permit media coverage of TCS's activities in Park City with a film permit.

15. Sponsorships. TCS shall have the exclusive right to sell sponsorships and suppliers of and other rights of affiliation with the World Series and events staged or conducted by TCS in the Use Areas, unless Park City has existing contracts with suppliers or sponsors. In these cases, TCS must honor these contracts.

16. Representations and Warranties.

16.1 Representations and Warranties of TCS. TCS hereby represents and warrants that (a) TCS is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Colorado, (b) TCS has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by TCS and the performance by TCS of its obligations hereunder have been duly authorized by all necessary corporate action, and (d) this Agreement has been duly executed and delivered by TCS and is a valid and binding obligation of TCS.

16.2 Representations and Warranties of Park City. Park City hereby represents and warrants to TCS that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, and (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

17. Unforeseen Circumstances. Either party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war, or any law or supervening illegality. In any such event, such party shall not be liable to the other for delay or failure to perform its obligations.

18. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and TCS's Manager or other person designated by TCS as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to Park City's Manager Representative and TCS's Managing Director. Either party may invoke such procedures by presenting to the other party a "Notice of Request for Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either party may require that the matter be referred for resolution to the City Manager of Park City and the Managing Director of the World Series. A telephone conference of the City Manager of Park City and the Managing Director shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the Managing Director are unable to resolve the dispute, then the parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. Both parties shall share the costs of such mediation equally. In the event that the parties are unable to agree on a mediator, then each party shall select one (1) mediator and the two (2) mediators shall select a third mediator. Each party shall bear the cost of the mediator chosen by that party and the parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

19. Other Miscellaneous Terms.

19.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

19.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

19.3 Assignment and Delegation. Neither party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs, and assigns.

19.4 Waiver. No action taken by either party shall be deemed to constitute a waiver of compliance by such party with any representation, warranty, or covenant contained in this Agreement. Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such party of any subsequent breach.

19.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

19.6 Consent. Unless otherwise specifically noted herein, the consent of any party to any action may be made in such party's sole discretion. All consents or approvals hereunder shall be given without delay by either party.

19.7 Entire Agreement. This Agreement, together with any attached exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms, or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein.

19.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and TCS and there are no third party beneficiaries to this Agreement.

19.9 Notice. Unless otherwise specified herein, all Notices, requests, consents, and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "Notice" or "Notices") shall be given to or made upon

the parties at their respective addresses set forth below, or at such other address as a party may designate in writing delivered to the other parties. Unless otherwise agreed in this Agreement, all Notices, requests, consents, and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission (“*fax*”) (with a copy sent the same day by first-class mail), or by certified first-class mail, return receipt requested, postage prepaid, to the party or parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur on the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur on the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

If to Park City:

Economic Development Manager
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5000

With copies to:

City Attorney
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5025
Fax 435-615-4916

If to TCS:

President
Triple Crown Sports, Inc.
3930 Automation Way
Fort Collins, CO 80525

19.10 Reserved Police Power. The City expressly reserves, and TCS expressly recognizes, the City’s right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City and may deem necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties.

20.11 Nondiscrimination.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, TCS will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. TCS shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. TCS will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

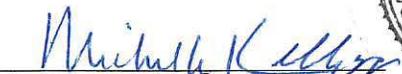
PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation


ANDY BEERMAN, Mayor

Approved as to Form:


MARK D. HARRINGTON, City Attorney

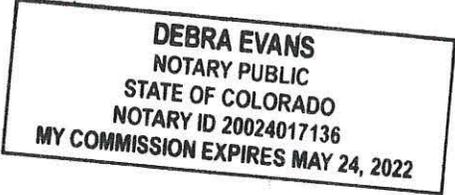
Attest:


MICHELLE KELLOGG, City Recorder



TRIPLE CROWN SPORTS, INC., a Colorado corporation

By: [Signature]
KERI KING, President



ACKNOWLEDGEMENT

STATE OF Colorado

COUNTY OF Larimer

On this 26th day of March, 2019, Debra Evans (name of document signer) personally appeared before me KERI KING, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the CEO (title or office) of TRIPLE CROWN SPORTS, INC., a Colorado corporation, by authority of its Bylaws/Resolution of Board of Directors and he acknowledged that he signed it voluntarily for its stated purpose as CEO (title) for TRIPLE CROWN SPORTS, INC.

[Signature]
Notary Public

SUMMARY OF EXHIBITS

- EXHIBIT A Use Area: City Park Field
- EXHIBIT B Use Area: Treasure Mountain Middle School Fields
- EXHIBIT C Use Area: High School Fields
- EXHIBIT D Use Area: Park City Sports Complex
- EXHIBIT E Field Preparation and Maintenance Agreement
- EXHIBIT F Traffic Control Agreement

**EXHIBIT A TO
SPECIAL EVENT PERMIT AND CITY SERVICES AGREEMENT**

USE AREA: City Park Field

Use Area: City Park Field and associated parking inventories

Use Period: July 9 through 21, 2018
July 15 through 25, 2019
July 13 through 23, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball and Boys Fast Pitch Baseball

Hours of Use: 7:30 a.m. to 4:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.) TCS is required to coordinate use of City Park field with Park City Recreation staff in order to accommodate local play.

Type of Use: Parking – nonexclusive; All others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area, Field Preparation and Maintenance as outlined in Exhibit E and Traffic Control as outlined in Exhibit F.

**EXHIBIT B TO
SPECIAL EVENT PERMIT AND CITY SERVICES AGREEMENT**

USE AREA: Treasure Mountain Middle School Fields and associated parking inventories

Use Area: Three (3) softball fields on the East side of Treasure Mountain Middle School and all parking spaces in the adjacent parking lots west of the fields.

Use Period: July 8 through 22, 2018
July 15 through 25, 2019
July 13 through 23, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball and Boys Fast Pitch Baseball

Hours of Use: 7:30 a.m. to 10:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.)

Type of Use: Parking – non-exclusive; Fields non-exclusive during second week of the tournament.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area, Field Preparation and Maintenance as outlined in Exhibit E and Traffic Control as outlined Exhibit F.

**EXHIBIT C TO
SPECIAL EVENT PERMIT AND CITY SERVICES AGREEMENT**

USE AREA: PCSD High School Fields and associated parking inventories

Use Area: Two (2) fields on the East side of High School and parking spaces in the adjacent parking lot.

Use Period: July 9 through 21, 2018
July 15 through 25, 2019
July 13 through 23, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball and Boys Fast Pitch Baseball

Hours of Use: 7:30 a.m. to 10:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.)

Type of Use: Parking – non-exclusive; Fields non-exclusive during second week of the tournament.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area, Field Preparation and Maintenance as outlined in Exhibit E, and Traffic Control as outlined Exhibit F.

**EXHIBIT D TO
SPECIAL EVENT PERMIT AND CITY SERVICES AGREEMENT**

USE AREA: Park City Sports Complex

Use Area: All available softball and baseball fields at Park City Sports Complex.

Use Period: July 9 through 21, 2018
July 15 through 25, 2019
July 13 through 23, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:00 a.m. to 5:00 p.m. for one (1) field
7:00 a.m. to 10:00 p.m. for all other fields (Current PMCM code has restrictions past 10:00 p.m.)

Type of Use: Parking – non-exclusive; Fields non-exclusive during the second week of the tournament.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area, Field Preparation and Maintenance as outlined in Exhibit E, and Traffic Control as outlined in Exhibit F.

Restrictions: Event organizers must honor Park City’s existing contracts with sponsors and suppliers.

**EXHIBIT E TO
SPECIAL EVENT PERMIT AND CITY SERVICES AGREEMENT**

Field Preparation and Maintenance Agreement

Use Areas

The Fields, as described in Exhibits A through D of this Agreement, shall be turned over to TCS in conditions as mutually agreed upon.

City Park Field

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 70'; pitching rubber at (block) 50' – hammer down at 50'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Treasure Mountain Middle School

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 70'; pitching rubber at (block) 50' – hammer down at 50'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Skinned infields with bases at 60' and pitching rubber at 40'

Irrigation available to water down fields

High School Fields

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 70'; pitching rubber at (block) 50' – hammer down at 50'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for

safety and effective service.

PCSC Fields

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 70'; pitching rubber at (block) 50' – hammer down at 50'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Park City Field Maintenance Staff

PCMC will staff each field with two (2) qualified personnel to prep each field as needed. Fees for full and partial field prep are as according to the PCMC Fee Schedule. Field preps will be provided by Park City between the hours of 6:00 a.m. and 3:00 p.m. on each scheduled day of tournament games. Fees may increase annually.

A representative from PCMC will have the authority to stop play at any time if he/she feels safety is of concern or damage to the field is possible.

Materials Stored at Each Facility

Each field will have the necessary tools and supplies to field prep including 50 bags of quick dry in the event of inclement weather.

Field Preparation

Field preparation schedules must be submitted no later than two (2) weeks prior to the World Series annually and shall be attached hereto as Attachment A.

PCMC shall perform all maintenance and repairs to fields during the Use Period. The maintenance and field preps shall be up to the standards described below:

Partial Field Preparation Description:

A partial prep is light watering and a light drag inside foul lines with minimal chalking or full chalk touching up in bad areas.

Full Field Preparation Description:

A full field prep includes the following:

- Removal of bases
- Watering the whole infield.
- A complete infield drag with scarifying tool and mat drag.
- Some hand raking.
- Full chalk.

Full Field Preparation Detailed Description:

1. Water the field to keep material dust minimalized.
2. Drag the field starting from the outer edge of the infield and working towards the middle. At the end of dragging, bring the drag through home plate and stop the cart at the pitching mound. Shake out the excess material off the drag mat at the pitching mound.
3. Rake out material around pitching mound.
4. Water the field again to solidify the playing surface. Put extra water on the pitcher's mound and batter box.
5. Set the bases and pitchers rubber.
6. Chalk the field.

Cost

An estimate of costs shall be provided to TCS prior to the beginning of the tournament. If supply and/or staffing cost increase due to weather conditions, a time and materials fee may be added to the cost of the field prep as per this City Services Agreement.

**EXHIBIT F TO
SPECIAL EVENT PERMIT AND CITY SERVICES AGREEMENT**

Traffic Control Agreement

When opening ceremonies are located within PCMC Limits, TCS shall work in conjunction with the Park City Chamber/Bureau and City staff to utilize sustainable practices consistent with current City Council policy. TCS shall encourage use of PCMC's free public transportation system as an alternative in and around the region.

Master Event License and City Services Agreement

THIS MASTER EVENT LICENSE AND CITY SERVICES AGREEMENT is entered into as of July 7, 2011, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("Park City"), and TRIPLE CROWN SPORTS, a Colorado corporation ("TCS").

Recitals

WHEREAS, TCS has staged the Triple Crown Girl's Youth Fast Pitch World Series ("World Series") in Park City under the regulation and authority of annual Master Event Licenses issued by Park City;

WHEREAS, Park City and TCS wish to enter into a long term contract establishing Park City as the World Series headquarters and to maximize planning efficiencies, pool resources and improve event management to ensure the continued success of the event with minimal impacts to the residents of the City;

WHEREAS, TCS desires to use certain facilities owned or controlled by Park City and to obtain certain services from Park City and others as appropriate in connection with the World Series Event, all under the terms hereinafter provided;

WHEREAS, Park City is authorized by Section 11-2-2 of the Utah Code Annotated to provide for and appropriate funds and services for athletic sports and festivals for public, governmental and municipal purposes;

WHEREAS, pursuant to Sections 10-8-2 and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is consistent with the Park City General plan, particularly the Community Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city;

WHEREAS, Park City, in conjunction with the Park City Chamber/Bureau, reviews the direct economic benefits of the World Series Event to Park City on an annual basis. The City Council finds that TCS's annual direct economic impact to Park City equals or exceeds each annual current fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Event create an additional overall positive economic, artistic and quality of life impact on the City, its residents and its visitors.

Agreement

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and

sufficiency of which the parties hereby acknowledge, the parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and TCS mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified as Exhibits A through D of this Agreement and each World Series in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of each annual World Series Event. Park City and TCS agree that the purpose for cooperation and flexibility is the successful operation of the World Series. Both Parties understand that plans may change each year.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and TCS with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with each annual World Series. The Supplemental Plans and any modifications are incorporated herein and are a material part of this Agreement. Supplemental Plans for the future years are incorporated within this Agreement; changes that promote the efficient and successful operation of the World Series may be considered. Failure to agree on changes to existing Plans will result in use of the Existing Supplemental Plans. Any substantial changes, as determined by City Staff, shall require an amendment to this agreement and City Council approval.

1.3 TCS General Responsibilities. In addition to the responsibilities of TCS set forth in the balance of this Agreement, TCS is responsible for the timely submission to City of all annual plans related to the World Series, and producing and providing all official information related to the World Series to the City.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to TCS or its designee all official Park City information relevant to the World Series and the Use Areas, including internal staff communication, and promoting positive support for Park City's involvement in the World Series and the opportunities provided thereby.

B. LEASE OF USE AREAS DURING USE PERIODS.

2. Term. TCS hereby agrees to hold the 2011, 2012, 2013, 2014, and 2015 Girl's Fast Pitch World Series in Park City. TCS reserves the right to substitute its Boys Baseball World Series into these dates. Accordingly, this Agreement shall be effective from July 1, 2011 thru August 31, 2015. The Agreement shall automatically renew for an additional two years for the 2016 and 2017 World Series unless either party provides the other with written notice of its intent not to renew by

August 31, 2015.

3. Grant of Lease. Park City hereby grants to TCS and its designees and assigns, and TCS hereby accepts, the right for the occupancy and use of the Use Areas, including all facilities, buildings and spaces during the Use Periods and for the purposes further described on Exhibits "A" through "D", along with the use of the equipment, fixtures and furnishings, all available utilities, services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and TCS with respect to the Use Areas is that of landlord and tenant, and may be further be defined by Lease Agreement. However, the Lease Agreements shall not conflict with this Agreement or any Exhibit attached hereto. TCS has inspected the Use Areas and accepts the Use Areas "as is".

3.1 Park City and the Park City School District hereby acknowledge and agree that they are parties to a lease agreement dated November 8, 2007 which grants certain rights to Park City to use the Park City School District recreation fields, including those identified in Exhibits A through D herein (the "School Agreement"). The parties hereto enter into this Agreement subject to the School Agreement between Park City and the Park City School District and further agree that any such use of the School District's property shall be subject to the priority granted to the School District pursuant to the School Agreement that any use by the School District for the educational purposes shall have priority in scheduling over any other uses. By signing this Agreement, the Park City School District agrees that the occupancy and use rights granted by Park City to TCS via this Agreement are consistent with and in compliance with the terms of the School Agreement and that no further approval thereof by the Park City School District Board is required.

4. Exclusive or Shared Use. The Use Areas include areas where TCS has Exclusive Use and areas where TCS has Shared Use, as indicated on Exhibits "A" through "D". All Park City personnel who require access to Shared Use Areas during the applicable Use Periods shall be subject to TCS's operational policies and plans for the Shared Use Areas.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and TCS shall cooperate to arrange times that TCS and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain Temporary Improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the requirements outlined herein.

4.2 Lawful Use. During the applicable Use Periods, TCS will not use, operate or maintain the Use Areas improperly, carelessly, in violation of any applicable law or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. TCS may (but shall not be obligated to) use the Use Areas

and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, with written City Approval, for the purposes indicated on Exhibits "A" through "D"; for the moving in and out, and the construction, erection and staging of decorations, temporary facilities and installations and other Temporary Improvements, lighting, sound systems, television and other broadcast equipment, video display, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the World Series and other visitors to the Use Areas; for advertising, marketing and promotion; and for any other purpose related to the World Series.

4.4 Rights to License. TCS shall, during any applicable Use Periods of Exclusive Use, have the express, sole and exclusive right to sell (or give away) or license the right to sell (or give away) any food & beverage with the exception of any currently approved and binding written contract for these services agreed upon between PCMC and a third party, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any Person in or on the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, TCS shall not be released from its obligations hereunder.

4.5 Restoration. TCS shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, TCS shall, at its sole cost and expense, remove all Temporary Improvements and modifications located in or on the Use Areas, unless otherwise agreed upon in writing by the Parties.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to TCS all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for TCS to operate such facilities pursuant to this Agreement. TCS shall remain responsible for any building or other permits necessary for its temporary improvements or food operations.

5.2 Master Event License. The City hereby finds the World Series to comply with the Municipal Code of Park City Section 4-8-5. Upon execution of this Agreement, Park City shall issue to TCS a Master Event License that covers all activities of TCS described in this Agreement that may require such a license. The Master Event License shall include a TCS corporate Park City business license. Annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval and all other required permits, approvals, variances, etc. that may be encompassed by the Master Event License for each World Series.

5.3 Permits and Licenses Issued by Other Governmental Authorities. TCS shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to TCS's use of the Use Areas during the Use Periods. Park City shall support and cooperate with TCS in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize

TCS to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

5.4 Governmental Ordinances. The Special Events and Facilities Department shall support and cooperate with TCS in obtaining exceptions or permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist TCS in hosting and staging the operations of the World Series and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. At no additional cost to TCS, Park City will provide the following City Services.

- (a) TCS shall be entitled to a credit of 20 hours of specific Event Police when determined necessary by the Park City Police Department.
- (b) TCS shall be entitled to use of Park City recreation fields at no cost, as outlined within Exhibits A - D.
- (c) Trash clean-up at Use Areas
- (d) TCS shall be entitled to a credit of 400 partial field preps during the World Series as outlined in Exhibit E.
- (e) Traffic Barricades and Installation and two (2) municipal electronic text signs, as otherwise agreed in accordance with mutually acceptable Supplemental Plans concerning Traffic Control.
- (f) Installation of Bracket Board, as provided by CVB
- (g) Four (4) sets of City Bleachers are available during the Use Period with three set-ups/take-downs. Bleacher locations shall be approved by the City Representative.
- (h) Waiver of the application fees for the Master Event License.
- (i) Waiver of the Building Permit fee and inspection fee for the tent installed at the Tournament Headquarters.
- (j) Use of the Santy Auditorium for the referee meeting the first Monday of each week, for a total of four (4) hours per week.

TCS may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the World Series. If such adjustments require Park City to provide services which exceed the level or type of City Services in the aggregate that Park City is committed to provide at Section 6.1 herein, then such services shall be considered Additional City Services to be paid for by TCS under Section 6.2.

6.2 Additional City Services and Work Order Process.

TCS may request services from Park City in addition to Basic City Services under this agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City

Services”). TCS will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead, or wear and tear on any equipment.

7. City Representative.

7.1 Event Representative. Prior to and during the Use Periods, Park City shall designate at least one full-time employee to serve as its “City Representative” for the World Series, who shall be the operational liaison between Park City and TCS and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at TCS’s request, access to and lock-down (if applicable) of the Use Areas is provided to TCS upon commencement of the Use Periods, (c) serve as Park City’s representative for the services of any Park City personnel provided pursuant to this agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The City Representative shall generally be the Special Event Manager for the City, unless otherwise approved in advance by TCS, which such approval shall not be unreasonably withheld or delayed.

7.2 Management Representative. Park City shall also designate at least one Senior Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The costs of providing the City Representative and the Management Representative to provide services under this agreement shall be borne solely by Park City. The Management Representative shall, if requested by TCS, assist TCS with the formation of a logistics coordination team.

7.3 Management Meetings. The City Representatives and TCS Event Manager shall confer no later than February 1 annually to review World Series operation, Supplemental Plans and terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved prior to April 1 annually, unless based upon the facts and circumstance, approval by April 1 is not practical and then the changes shall be approved as soon as possible.

8. Parking and Transportation.

8.1 Transportation Plans. Park City, with coordination from TCS, shall develop and implement plans for traffic control around and through Park City, as part of the annual Supplemental Plans to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking and road closings. Park City shall modify and as necessary expand the public City Transit service, at TCS’s sole expense, to meet the increased public demand during the World Series consistent with the purposes of the Agreement and the needs of the public, including patrons of the World Series. The system will remain open to the public and will service the existing transit routes. The transportation plans contemplated by the paragraph are intended as an enhancement to Park City’s public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of “charter” services.

8.2 Parking. Park City, with coordination from TCS, shall develop and implement plans for parking, as part of the annual Supplemental Plans to meet the needs during the Use Periods. Park City shall modify and as necessary expand the public City Transit service, at TCS's sole expense, to meet the increased public demand during the World Series consistent with the purposes of the Agreement and the needs of the public, including patrons of the World Series. TCS will help to enforce all parking codes to reduce illegal parking and allow for emergency access at all use facilities. This may include providing staff to monitor parking lots to ensure compliance. Written permissions may be needed in order to use of private lots located near playing facilities. It is TCS responsibility to gain permission and fulfill all commitments associated with any private parking lot use agreements.

D. TCS SERVICES.

9. TCS Obligations. As consideration for the City support herein, TCS agrees to the following:

9.1 Approval of Event Dates. TCS agrees to annually submit any changes or modifications to the dates of the World Series to Park City for review and approval.

9.2 Park City Venues. Park City shall be recognized as the headquarters of the World Series. Every effort will be made by TCS to prioritize the Park City and Summit County lodging and facilities to full utilization and expand the World Series outward from there. The presentation for the World Series on the website, mailings, and phone communication to the teams will be directed at the Park City lodging community as a priority. Both parties acknowledge that the World Series may grow and evolve over the course of this Agreement.

9.3 Scheduling. TCS shall schedule no more than 120 teams per week in the World Series, unless other facilities are used throughout the region. Once the World Series requires three (3) weeks of play, TCS shall leave available one lighted City field for use of local play for two (2) weeks. The Parties shall mutually determine which two weeks are available and which field can be programmed for local play.

9.4 Public Relations – Press Releases and Promotional Materials. TCS shall include a reference to “Park City, Utah” in all press releases made during the tournament and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and promoting the City generally. TCS agrees to qualify teams through existing national TCS network of tournaments and aggressively market fastpitch and/or baseball teams and spectators to Park City, Utah to attend the World Series using the following mechanisms:

- A. www.triplecrownsports.com;
- B. Direct mail program with extensive nation-wide database;
- C. Telemarketing;
- D. On-site event promotions; and
- E. Promotions at existing Championship events currently

9.5 Cooperation with Chamber Bureau and Business Associations. TCS and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau, Park City Restaurant Area Association, and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

9.6 Fundraising Events. TCS shall hold fundraising events at the World Series to benefit the capital improvements of the facilities and Park City youth programs.

9.7 Responsibility. TCS acknowledges that noise levels and crowd control are TCS responsibility and that if this World Series violates the noise requirements as stated in the Municipal Code, TCS is liable.

9.8 Reasonable Conditions. The TCS acknowledges that Park City can still impose reasonable conditions as the World Series changes.

E. INSURANCE AND RISK MANAGEMENT.

10. Indemnifications.

10.1 TCS's Indemnity. TCS shall indemnify and hold the City, and the Park City School District their 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 the City arising out of, in connection with, or incident to the execution of this Agreement and/or the TCS's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TCS; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. TCS expressly agrees that the indemnification provided herein constitutes the TCS'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 TCS claims or recovers compensation from the City for a loss or injury that TCS would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. Nevertheless, the Park City School District does not waive any of its defenses under the Governmental Immunity Act.

10.2 Waiver of Claims Against Park City and the Park City School District. TCS shall not make any claim against Park City or the Park City School District or its officers, employees and agents with respect to any liability incurred by TCS to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement or the World Series, except to the limited extent such liability results from the willful misconduct of Park City or

the Park City School District, its officers, employees, or agents.

11. Insurance. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

11.1 Insurance. TCS shall procure and maintain at its own expense throughout the Exclusive Use Periods the following insurance:

- (a) Workers' compensation insurance for TCS employees, including statutorily required limits and other requirements of law.
- (b) All employee benefit programs and overages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

11.2 TCS Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, TCS shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverage, whether by separate policies or by endorsement:

- (a) Commercial general liability policy, with combined single limits of Three Million dollars (\$3,000,000.00) per occurrence and in aggregate;
- (b) Liquor Liability Coverage Part on the commercial general liability policy;
- (c) TCS shall require any hired security company to provide a policy of liability insurance and name TCS and Park City as name insured on the policy with limits set forth herein;
- (d) Aircraft liability insurance, if TCS leases or uses aircraft in connection with its activities under this Agreement; and

11.3 Additional Requirements. The insurance provided by TCS pursuant to

- (a) Shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;
- (b) Shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with TCS's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in connection with the acts or omissions of Park City incident to TCS's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;
- (c) Shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees;

- and
- (d) Shall provide if reasonably possible that such insurance shall not be altered or canceled without thirty (30) days' prior written notice to Park City.

11.4 Park City Liability. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

E. MISCELLANEOUS.

12. License for Use of TCS Marks. TCS grants to Park City a license to use TCS's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to restrictions prohibiting any commercial use of such marks.

13. License of Park City of Utah Logo, Name and Marks. Park City hereby grants TCS a non-exclusive license to use for the effective term of this Agreement, any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the World Series, (b) providing map and wayfinding information, and (c) advertising or promoting the World Series; but specifically excluding any license for the sale of any novelties or merchandise.

14. Photography and Broadcast Rights. TCS shall have the non-exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. TCS shall have the non-exclusive right to record, to broadcast, and to permit media coverage of TCS's activities in Park City with a Film Permit.

15. Sponsorships. TCS shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the World Series and events staged or conducted by TCS in the Use Areas unless Park City has an existing contracts with suppliers or sponsors. In these cases, TCS must honor these contracts.

16. Representations and Warranties.

16.1 Representations and Warranties of TCS. TCS hereby represents and warrants that (a) TCS is a for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Colorado, (b) TCS has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by TCS and the performance by TCS of its obligations hereunder have been duly authorized by all necessary corporate action, and (d) this Agreement has been duly executed and delivered by TCS and is a valid and binding obligation of TCS.

16.2 Representations and Warranties of Park City. Park City hereby represents and warrants to TCS that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, and (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

17. Unforeseen Circumstances. Either Party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such party shall not be liable to the other for delay or failure to perform its obligations.

18. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and TCS's Event Manager or other person designated by TCS as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to the manager of Park City's City Manager Representative and TCS's Managing Director. Either Party may invoke such procedures by presenting to the other party a "Notice of Request for Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either Party may require that the matter be referred for resolution to the City Manager of Park City and the senior Vice President of the World Series. A telephone conference of the City Manager of Park City and the senior Vice President shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the senior Vice President are unable to resolve the dispute, then the Parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. Both Parties shall share the costs of such mediation equally. In the event that the parties are unable to agree on a mediator, then each Party shall select one (1) mediator and the two mediators shall select a third mediator. Each Party shall bear the cost of the mediator chosen by that Party and the Parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

19. Other Miscellaneous Terms.

19.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

19.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

19.3 Assignment and Delegation. Neither party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and assigns.

19.4 Waiver. No action taken by either party shall be deemed to constitute a waiver of compliance by such party with any representation, warranty or covenant contained in this Agreement. Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such party of any subsequent breach.

19.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

19.6 Consent. Unless otherwise specifically noted herein, the consent of any party to any action may be made in such party's sole discretion. All consents or approvals hereunder shall be given without delay by either party.

19.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein.

19.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and TCS and there are no third party beneficiaries to this Agreement.

19.9 Notice. Unless otherwise specified herein, all Notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "Notice" or "Notices") shall be given to or made upon the parties at their respective

addresses set forth below, or at such other address as a party may designate in writing delivered to the other parties. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission (“*fax*”) (with a copy sent the same day by first-class mail), or by certified first-class mail, return receipt requested, postage prepaid, to the party or parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

If to Park City:

Special Events Manager
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5000
Fax 435-615-4901

With copies to:

City Attorney
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480

If to TCS:

President
Triple Crown Sports
3930 Automation Way
Fort Collins, CO 80525

19.10 Reserved Police Power. The City expressly reserves, and TCS expressly recognizes, the City’s right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PARK CITY MUNICIPAL CORP

TRIPLE CROWN SPORTS

Dana Williams, Mayor
Print Name _____

David G. King, President
Print Name _____

PARK CITY SCHOOL DISTRICT

Name, Title
Print Name & Title _____

Approved as to Form:

Mark D. Harrington, City Attorney

Attest:

City Recorder

ACKNOWLEDGMENT

STATE OF COLORADO)
 : ss.
COUNTY OF LARAMIE)

On this _____ day of _____, 2011, personally appeared before me David G. King, who being duly sworn, did say that he is the President for the Triple Crown Sports, and acknowledged to me that the preceding Agreement was signed on behalf of said company, and he acknowledged that the company did execute the same for its stated purpose.

Notary Public

SUMMARY OF EXHIBITS

- Exhibit "A" Use Area: City Park Field
- Exhibit "B" Use Area: Treasure Mountain Middle School Fields
- Exhibit "C" Use Area: High School Fields
- Exhibit "D" Use Area: Park City Sports Complex
- Exhibit "E" Field Preparation and Maintenance Agreement
- Exhibit "F" Traffic Control Agreement

**EXHIBIT "A" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

USE AREA: City Park Softball Field

Use Area: City Park Softball Field and associated parking inventories

Use Period: July 11 – July 31, 2011
July 16 – July 29, 2012 (W/option for July 9 - 15)
July 15 - July 29, 2013 (W/option for July 8 - 14)
July 14 – July 27, 2014 (W/option for July 7 - 13)
July 13 - July 26, 2015 (W/option for July 6 - 12)

TCS Contact Person: Bill Walters

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:30am – 10:00pm(Current PCMC code has restrictions on use past 10:00 pm)

Type of Use: Parking – Nonexclusive; All others – Exclusive

Basic City Services: Park City shall provide waste removal inside and outside the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.

**EXHIBIT "B" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

USE AREA: Treasure Mountain Middle School Fields and associated parking inventories

Use Area: Three (3) softball fields on the East side of Treasure Mountain Middle School and all parking spaces in the adjacent parking lots west of the fields

Use Period: July 11 – July 31, 2011
July 16 – July 29, 2012 (W/option for July 9 - 15)
July 15 - July 29, 2013 (W/option for July 8 - 14)
July 14 – July 27, 2014 (W/option for July 7 - 13)
July 13 - July 26, 2015 (W/option for July 6 - 12)

TCS Contact Person: Bill Walters

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:30am – 8:30pm

Type of Use: Parking – Nonexclusive; All Other - Exclusive

Basic City Services: Park City shall provide waste removal inside and outside the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.

**EXHIBIT "C" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

USE AREA: PCSD High School Fields and associated parking inventories

Use Area: Two (2) fields on the East side of the High School, parking spaces in the adjacent parking lot.

Use Period: July 11 – July 31, 2011
July 16 – July 29, 2012 (W/option for July 9 - 15)
July 15 - July 29, 2013 (W/option for July 8 - 14)
July 14 – July 27, 2014 (W/option for July 7 - 13)
July 13 - July 26, 2015 (W/option for July 6 - 12)

TCS Contact Person: Bill Walters

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:30am – 8:30pm

Type of Use: Parking – Nonexclusive; All Other - Exclusive

Basic City Services: Park City shall provide waste removal inside and outside the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.

**EXHIBIT "D" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

USE AREA: Park City Sports Complex

Use Area: All available softball & baseball fields at PCSC

Use Period: July 11 – July 31, 2011
July 16 – July 29, 2012 (W/option for July 9 - 15)
July 15 - July 29, 2013 (W/option for July 8 - 14)
July 14 – July 27, 2014 (W/option for July 7 - 13)
July 13 - July 26, 2015 (W/option for July 6 - 12)

TCS Contact Person: Bill Walters

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:00am – 5:00pm for (1) field
7:00am – 10:00pm for all other fields (Current PCMC code has
restrictions on use past 10:00 pm)

Type of Use: Parking – Nonexclusive; All Other - Exclusive

Basic City Services: Park City shall provide waste removal inside and outside the Use Area and
Field Preparation and Maintenance as outlined in Exhibit E.

Restrictions: Event organizers must honor Park City's contracts with sponsors and
suppliers.

**EXHIBIT "E" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

Field Preparation and Maintenance Agreement

Use Areas

The Fields, as described in Exhibits A – D shall be turned over to TCS in conditions as mutually agreed upon.

City Park Field

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Week 3: Bases at 60'; pitching rubber at 43' (mound shall be agreed upon in writing as to 'built' or temporary mounds.

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Treasure Mountain Middle School

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Week 3: Bases at 60'; pitching rubber at 43' (mound shall be agreed upon in writing as to 'built' or temporary mounds.

Portable fences at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Skinned infields with bases at 60' and pitching rubber at 40'

Irrigation available to water down fields

High School Fields

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'

Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Week 3: Bases at 60'; pitching rubber at 43' (mound shall be agreed upon in writing as to 'built' or temporary mounds.

Portable fences on all fields at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Park City Field Maintenance Staff

PCMC will staff each field with 2 qualified personnel to prep each field as needed. The fee for full field prep is \$77.25 and a partial prep \$58.00. Field preps will be provided by Park City between the hours of 6:00 am to 3:00 p.m. Tuesday through Saturday. In no event fees shall increase by more than 3% annually.

A representative from PCMC will have the authority to stop play at any time if he/she feels safety is of concern or damage to field is possible.

Materials Stored at Each Facility

Each field will have the necessary tools and supplies to field prep including 50 bags of quick dry in the event of inclement weather.

Field Preparation

Field preparation schedules must be submitted no later than two weeks prior to the tournament and shall be attached hereto as Attachment A.

Park City Municipal Corporation shall perform all maintenance and repairs to the fields, during the Use Period. The Maintenance and field preps shall be up to the standards described below:

Partial Field Preparation Description:

A full field prep includes,

Removal of bases water the whole infield. A complete infield drag with scarifying tool and mat drag. Some hand raking, and a full chalk

A partial prep is light watering and a light drag inside foul lines with minimal chalking or full chalk touching up bad areas.

Full Field Preparation Description:

1. Water the field to keep material dust minimized.
2. Drag the field starting from the outer edge of the infield and working towards the middle. At the end of dragging, bring the drag through home plate and stop the cart at the pitching mound. Shake out the excess material off the drag mat at the pitching mound
3. Rake out material around pitching mound.
4. Water the field again to solidify the playing surface. Put extra water on the pitcher's mound and batter's box.
5. Set the bases and pitchers rubber.
6. Chalk the field.

Cost

An estimate of costs shall be provided to TCS prior to the beginning of the tournament. If supply and/or staffing costs increase due to weather conditions a time and materials fee may be added to the cost of field prep.

**EXHIBIT "F" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

Traffic Control Agreement

When opening ceremonies are located within the PCMC limits, TCS shall work in conjunction with the Park City Chamber/Bureau and City Staff to utilize sustainable practices consistent with current City Council policy. Continued encouragement to use the free public transportation system as an alternative in and around the region to 'get around' will continue to be a key part of the continued partnership.

This area also highlights parking, mitigation, and barricading of the agreed upon venues. Once done it is TCS's, in conjunction with PCMC responsibility to monitor all wealth, safety, and welfare concerns.