

**FIRST ADDENDUM TO COFFEE SHOP/CAFÉ LEASE AGREEMENT
PARK CITY LIBRARY**

This FIRST ADDENDUM is made and entered into in duplicate this 9/15/2021 day of 9/15/2021, 2021, with a retroactive date of February 12, 2021, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (“City”), and **LUCKY ONES COFFEE LLC**, a Utah limited liability company, (“Concessionaire”), to amend the Coffee Shop/Café Lease Agreement - Park City Library signed and executed by the parties on February 13, 2018.

WITNESSETH:

WHEREAS, the parties entered into a Coffee Shop/Café Lease Agreement - Park City Library on February 12, 2018, (hereinafter “Original Agreement”);

WHEREAS, part of the scope of services is for Concessionaire to provide food and beverage refreshments to users of the library and members of the community;

WHEREAS, the term of the Original Agreement ended February 12, 2021;

WHEREAS, Concessionaire has performed to the satisfaction of City; and

WHEREAS, the parties desire to extend the term of the Original Agreement to continue such performance.

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

1. AMENDMENTS:

EXTENSION OF TERM. The term of the Original Agreement shall be extended to a termination date of June 1, 2023.

2. OTHER TERMS. All other terms and conditions of the Original Agreement shall continue to apply.

3. ENTIRE AGREEMENT. This First Addendum is a written instrument pursuant to Section 36 of the Original 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.

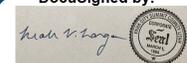
IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

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

DocuSigned by:

 0340104CDC42481...
 Andy Beerman, Mayor

Attest:

DocuSigned by:

 B629134DAB1D4C9...
 City Recorder's Office

Approved as to form:

DocuSigned by:

 E160489C9F144FF...
 City Attorney's Office

DS


SERVICE PROVIDER:

LUCKY ONES COFFEE LLC, a Utah limited liability company
1255 Park Avenue
Park City, UT, 84060
Business License: B-016256

DocuSigned by:

KATIE HOLYFIELD

7535D7202C294B5...

KATIE HOLYFIELD

Title: Co-Owner

DocuSigned by:

TAYLOR MATKINS

7535D7202C294B5...

TAYLOR MATKINS

Title: Co-Owner

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

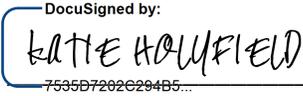
STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 2021, before me, the undersigned notary, personally appeared KATIE HOLYFIELD and TAYLOR MATKINS, personally known to me/proved to me through identification documents allowed by law, to be the persons whose name is signed on the preceding or attached document, and acknowledged that they signed it voluntarily for its stated purpose as _____ and _____ (*titles*) for LUCKY ONES COFFEE LLC, a Utah limited liability company.

Notary Public

We declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ^{7/17/2021} day of ^{7/17/2021}, 2021, at Utah, Summit County _____ (insert State and County here).

Printed name KATIE HOLYFIELD

Signature:  DocuSigned by:
7535D7202C294B5...

Printed name TAYLOR MATKINS

Signature:  DocuSigned by:
7535D7202C294B5...

Policy Number: 60664-77-66

E0002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
PARK CITY MUNICIPAL CORPORATION, IT'S OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS	
If no entry appears above, information required to complete this endorsement will be shown in the Declarations.	

The BUSINESSOWNERS LIABILITY COVERAGE FORM is amended as follows:

- A. With respect to the additional insured described in paragraph C. of this endorsement, subparagraph 1.a. **Business Liability** under Section A. **Coverages** is replaced by the following:
 - a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right to defend the insured against any "suit" seeking those damages using counsel of our choosing. However, we will not defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section D – Liability And Medical Expenses Limits Of Insurance. However, in the event that such limits of insurance exceed the limits of insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the limits of insurance required by the written contract or written agreement. This endorsement shall not increase the limits as described in Section D – Liability And Medical Expenses Limits Of Insurance; and
 - (2) Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension – Supplementary Payments.

- B. With respect to the additional insured described in paragraph C. of this endorsement, the following exclusions are added to paragraph 1. **Applicable To Business Liability Coverage** under Section B. **Exclusions**:
This insurance does not apply to:

1. Any liability due to negligence attributable to any person or entity other than the Named Insured; or
 2. Any person or entity if a "wrap up policy" is in effect for work performed at the location designated and described in the schedule of this endorsement.
- C. Section C. **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and resulting from your negligence at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- D. The conditions under Section E. **Liability And Medical Expenses General Conditions** also apply to the additional insured described in paragraph C. of this endorsement.
- E. With respect to this endorsement, "wrap up policy" means an Owner or Contractor Controlled Insurance Program providing one or a series of policies designed to cover a specific construction project that insures all of the persons and entities working on such project.

The BUSINESSOWNERS COMMON POLICY CONDITIONS are amended as follows:

With respect to the additional insured described in paragraph C. of this endorsement, Section H. **Other Insurance** is replaced by the following:

H. **Other Insurance**

1. **Primary and Non Contributory Insurance**

The coverage provided to an additional insured under this endorsement shall be primary and non contributory ONLY to any insurance issued directly to the additional insured if:

- a. The Named Insured agreed in a written contract or written agreement to provide the additional insured coverage on a primary and non contributory basis;
- b. Such written contract or written agreement referenced in a. above was executed prior to the issuance of this endorsement;
- c. The additional insured designated herein has a policy with an Other Insurance provision making this policy excess; and
- d. There is no "wrap up policy" in effect for the work performed at the location designated in the Schedule of this endorsement.

2. **Excess Insurance**

If there is other valid and collective insurance available to the additional insured as an additional insured under other policies covering the work performed at the location designated and described in the schedule of this endorsement, this insurance will be excess over those policies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

3%

PARK CITY MUNICIPAL CORPORATION, IT'S OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/25/2021

Policy No. A0611-15-97

Endorsement No.

Insured: LUCKY ONES COFFEE, LLC

Premium \$250 MINIMUM

Insurance Company TRUCK INSURANCE EXCHANGE

Countersigned by



**COFFEE SHOP/CAFE LEASE AGREEMENT
PARK CITY LIBRARY**

This Agreement is made and entered into as of this 13 day of February, 2018, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (hereinafter the "City") and **LUCKY ONES COFFEE LLC**, a Utah limited liability company, (hereinafter "Concessionaire").

WITNESSETH:

WHEREAS, the City owns a building known as the Park City Library located at 1255 Park Avenue, Park City, UT 84060, (hereinafter "Library"), which is open and available to the residents and visitors of Park City for public use; and

WHEREAS, the City desires to have at the library food and beverage refreshments available to the users of the library and members of the community; and

WHEREAS, Concessionaire desires to sell food and beverage refreshments at the library; and

WHEREAS, Concessionaire agrees to conduct said food and beverage refreshment business in a professional manner pursuant to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the covenants and agreements of the respective parties herein contained, the parties hereto do hereby agree as follows:

1. **Description of Concession**. During the term of the lease (hereinafter the "Lease Agreement"), the Concessionaire will be granted the right at the Library, in the location described below, to operate a food and beverage concession business, serving food and beverages to patrons of said Library and members of the community. Food preparation shall be done off site. The menu and pricing is subject to review and approval by the Library Director. (a) Concessionaire is permitted to be open during private Santy rentals.

(b) Any lessee of 3rd floor/ Santy auditorium is allowed to preclude outside food and beverage on the third floor at their discretion during their rentals.

(c) Concessionaire shall not offer fresh or bagged popcorn.

(d) Concessionaire is permitted to be open during private rentals of non-exclusive areas described in Section 2 herein during typical Library hours (M-F: 10:00 a.m.-9:00 p.m.; Sat: 10:00 a.m.-6:00 p.m.; Sun: 1:00 p.m.-5:00 p.m.). The Library Director may restrict operation during private rentals of non-exclusive use areas when the Library is typically closed.

(e) Concessionaire hours shall be 8:00 a.m. to 5:00 p.m. Monday to Saturday; closed Sunday. Any modifications to this schedule will need to be approved in writing by the Library Director.

(f) Failure to open, failure to open on time, or early closure (more than: fifteen (15) minutes later than or earlier than approved hours in Section (d) above) will result in a Fifty Dollar (\$50.00) fine for each occurrence..

(g) The Concessionaire will secure the building before and after Library hours, including setting and turning off the alarm system. A Twenty Five Dollar (\$25.00) fine can be assessed if the Concessionaire sets off the building alarm. This fine will be assessed when the Economic Development Director is notified of an occurrence by Library staff.

2. **Property.** The property hereby leased is the main floor coffee shop/café space, located at the Library, 1255 Park Avenue, Park City, Utah, (the “Premises”), including exclusive use of the coffee shop (285 square feet), and non-exclusive use of decks (1,350 square feet) and restrooms (460 square feet), as further described in **Exhibit “A”** attached hereto and made a part hereof.

3. **Term.** The term of this Lease Agreement shall be for a period of one (1) year, with two (2), one (1) year automatic renewals. Each party reserves the right to request renegotiation of any section(s) of this Lease Agreement prior to the automatic renewal, provided sixty (60) days written notice is provided to the other party. Concessionaire shall coordinate with the Economic Development Manager to give the City Council a progress update after being open for six (6) months.

4. **Rent.** There will be no rent for the Premises for the first year. Rent may be assessed after the first year in business.

(a) Security Deposit. Before occupying the Premises, the Concessionaire must make a damage deposit of Five Hundred Dollars (\$500.00). Concessionaire will leave Premises in same or better condition than the “as-is” condition. Damage deposit may be used for any damages.

(c) Commencement Date. This Lease Agreement shall commence upon execution of this Agreement, and Concessionaire shall open for business no later than March 2, 2018.

(d) Financials. Concessionaire agrees to keep accurate books and records of expenditures related to its operation. The City 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. Concessionaire agrees to turn in all IRS forms, updated business plans, and other similar financial information by April 1 of each year if requested by City or within sixty (60) days if specifically requested.

(e) Concessionaire is to meet quarterly with the Economic Development Director to review financials and discuss business development and mentoring opportunities.

5. Authorized Use. Concessionaire may sell beer and wine, provided that Concessionaire secures proper licenses and complies with all federal, State, and municipal laws and ordinances. Sales or service of beer or any other alcoholic beverage is governed by Paragraph 25 below.

6. Payment of Taxes and Other Assessments. Concessionaire shall pay all taxes and other assessments for its business during the term of this Lease Agreement. Concessionaire shall pay all sales or other taxes assessed on the operation of the concession business.

7. Utility Services. City shall be responsible to provide most utilities including, but not limited to, natural gas, electricity, sewer, and water for the Premises. Concessionaire enters into Agreements with providers for telephone, cable, and internet service. However, City shall reimburse the cost of these utilities. City shall provide plumbing infrastructure necessary for a dishwasher. City is not responsible to provide any dishwasher appliance.

8. Use of Premises/Catering/Programming. The Premises shall be used only for the purpose of a coffee shop. Food service or catering services outside of the Library building are not permitted. The Concessionaire may cater or provide food service in the Library building as

allowed herein. Concessionaire may create or host its own programming in the leased property with the goal of driving more community participation and engagement. Concessionaire shall have any non-library programming that they host including, but not limited to, events, classes, seminars, promotional ideas, forums, etc. approved, in writing, by the Library Director prior to conducting the activity. Concessionaire shall not program full length independent, documentary, and foreign films that compete with the Park City Film Series program or Sundance Film Festival.. The Library will provide informal notice to Concessionaire of its intended programming of non-exclusive areas.

9. **Licensing.** The City and Concessionaire may also participate in other joint marketing efforts with the prior agreement of each. Concessionaire is responsible for obtaining all necessary licenses for its operation, including a Park City business license. Any private use that would close the Premises to the public requires prior approval by the Library Director.

10. **Care and Repair of Premises by Concessionaire.** Concessionaire has inspected the Premises and accepts it “AS IS” and as acceptable for the purpose of this Lease Agreement. The Concessionaire will not permit the use of the Premises in violation of any State law or County or municipal ordinance or regulation applicable thereto. Concessionaire with the exception of a Leader CBK 48” Refrigerated Bakery Display Case, Counter Height, which City is responsible for. may, with the consent of the City but at the Concessionaire’s own cost and expense and in good workman like manner, make such alterations or improvements to the Premises, excluding common areas, as Concessionaire may require for the conduct of its business without; however, materially altering the basic character of this structure or improvements, or weakening the structure of the Premises. Any permanent alterations or improvements to the Premises shall become the property of the City upon expiration or termination of this Lease Agreement.

Concessionaire shall have sole responsibility for maintaining and repairing all restaurant and kitchen equipment and facilities, including all sinks, microwaves, freezers, and refrigerators. All coffee shop/café equipment that the City owns maybe used by the Concessionaire on an “AS IS” basis and the City makes no claim of its condition or life span.

11. **Maintenance.** The City shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. Concessionaire shall be responsible for all interior maintenance, including mechanical and electrical

fixtures, lighting fixtures, janitorial service including trash and mopping resulting from the Concessionaire's use, and glass maintenance (both cleaning and replacement in the event of damage) which is within the exclusive and non-exclusive use areas of Premises or solely serves the Premises, excluding the rest rooms and utility closet. The City shall be responsible for mechanical systems which serve portions of the building other than, or in addition to the Concessionaire's space, as reasonably necessary to maintain the structure and to service common utility facilities.

12. **Access to other space.** Concessionaire shall not interfere with the access to other spaces within the building or obstruct the entrances to those spaces in any way. The City shall have access through Concessionaire's space as reasonably necessary to maintain the structure and to service common utility facilities. The City shall have the right to inspect the Premises at any time, with or without notice.

13. **Signs.** All exterior signs require affirmation from City Council prior to final approval. All signs must meet criteria of the City's Sign Code. The following restrictions apply to exterior building signs:

- (a) Patio Window Signs - No widow signs on patio windows or any other part of the patio or patio furniture.
- (b) Front Door Window Signs- Concessionaire will be able to replace existing front door window vinyl signs for coffee vendor. They can customize the specific hours. No other sizes or font allowed. Vendor will be able to state either their business name or website in 1" letters. Vendor will be able to add their logo below their name or website. Logo Sign not to exceed 4.25"x 5.5".
- (c) Monument Sign on Park Avenue - The City Council has directed staff to pursue changes to the Sign Code to allow a monument sign on Park Avenue. If this Municipal Code change is approve, the final location and design to be affirmed by City Council. The sign shall conform to the Park City Sign Ordinance on date it is installed.

14. **Insurance and Indemnity.** The Concessionaire shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Lease Agreement and/or the Concessionaire's defective performance or failure to perform any aspect of this Lease Agreement; provided, however, that if such claims are

caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Concessionaire; and provided further, that nothing herein shall require the Concessionaire 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. The Concessionaire expressly agrees that the indemnification provided herein constitutes the Concessionaire'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 Concessionaire claims or recovers compensation from the City for a loss or injury that Concessionaire would be obligated to indemnify the City for under this Lease Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Lease Agreement. The provisions of this section shall survive the expiration or termination of this Lease Agreement. No liability shall attach to the City by reason of entering into this Lease Agreement except as expressly provided herein.

The Concessionaire shall provide a Certificate of Insurance evidencing:

(a). General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Three Million Dollars (\$3,000,000.00) aggregate for personal injury, bodily injury, and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

(b). Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000.00 each accident;
Bodily Injury by Disease \$500,000.00 each employee, \$500,000.00 policy limit.

(c) The City shall be named as an additional insured on the insurance policies, with respect to work performed by or on behalf of the Concessionaire and a copy of

the endorsement naming the City as an additional insured shall be attached to the certificate of insurance. The certificate of insurance shall warrant that the City shall receive thirty (30) days' advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

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

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

16. **Nondiscrimination**. Concessionaire will not discriminate against any recipient of any services or benefits provided for in this Lease Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.

17. **Waiver of Covenants**. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein contained.

18. **Type of Operation**. Concessionaire agrees to maintain and operate the coffee shop/cafe in a first-class manner and will keep the Premises in a safe, clean, orderly, and inviting condition at all times. All surfaces shall be regularly wiped down and be kept clean. The coffee shop/cafe is to be operated as a convenience to the Library patrons; therefore, all food, drinks, beverages, confections, and other items sold or kept for sale at the coffee shop/cafe will be of high quality. All food and merchandise kept for sale will be subject to inspection by the City. The service will be prompt, sanitary, courteous, and efficient.

19. **Concessionaire's Employees.** During hours of operation, the Concessionaire will agree to retain an active, qualified, competent, and experienced employee at the coffee shop/café to supervise the concession operations. The Concessionaire agrees to be an equal opportunity employer and will hire qualified employees without regard to religion, creed, color, sex, (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. The employee must be authorized to represent and act on behalf of the Concessionaire.

The Concessionaire's employees will be clean, courteous, efficient, and neat in appearance. The Concessionaire will not continue to employ any person or persons, in or about the Premises who shall use improper language or act in a loud, boisterous, or otherwise improper manner.

20. **Laws, Ordinances, Etc.** The Concessionaire will obey all the laws, ordinances, regulations, and rules of the federal, State, County, and municipal governments which may be applicable to its operations. The Concessionaire will further agree to follow recommendations of the County Board of Health.

21. **Garbage Disposal and Recycling.** The City will provide and the Concessionaire shall use suitable covered receptacles for all garbage, trash, and other refuse on or in connection with the coffee shop/café. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner, on or about the Library or surrounding premises, will not be permitted and must be removed daily to a designated dumpster. When public trash receptacles become full, Concessionaire will empty these into designated dumpsters. City shall provide receptacles for recycling and Concessionaire shall dispose of the items appropriately.

22. **Political Activity Prohibited.** None of the funds, materials, property, or services provided directly or indirectly under the Lease Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

23. **Improvements.** The City will provide infrastructure to operate a coffee concession including but not limited to counters, millwork, storage, sink, plumbing, garbage cans, electrical, and other utility connections. City will provide new garbage cans. City will provide locks

and door hardware for the cabinets. City will provide a water line for a dishwasher. City will not provide specialty equipment or machines such as refrigerators or coffee machines, with the exception of a Leader CBK 48" Refrigerated Bakery Display Case, Counter Height. The café will not have a commercial kitchen. There is not a drain line, floor drain, or running water at or under the front counter tops. Running water and a 3 sink can be found in the back of house/storage area. Immediate drainage to an espresso machine will need to be held in a temporary catch basin prior to being disposed of in the back sink. City will provide a one-time budget of Ten Thousand Dollars (\$10,000.00) for furniture and other fixtures and equipment. The Library Director must approve and will make all purchases. Any furniture, fixtures, and equipment will remain property of the City. The budget shall not be used for any advertising or marketing, paint, signage, or special flooring, other than outlined above.

24. **Termination.** Either party may terminate this Lease Agreement with sixty (60) days written notice to the other for any reason. However, notice may not be given before four (4) months from the execution of this Lease Agreement.

26. **Party at Fault.** In the event either party shall enforce the terms of this Lease Agreement by suit or otherwise, the party found to be at fault by a court of competent jurisdiction shall pay the costs and expenses of the prevailing party, including reasonable attorney's fees.

27. **Failure to Perform Covenant.** Any failure on the part of either party to this Lease Agreement to perform any obligation hereunder, and any delay in doing an act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction, or act of God, or any similar cause beyond the control of the parties so failing to perform.

28. **No Assignment or Sublet.** The covenants and agreements contained within this Lease Agreement shall apply to the benefit of and be binding upon the parties hereto and shall not be assigned.

29. **Sublease.** Concessionaire shall not sublease Premises.

30. **Time.** Time is of the essence of this Lease Agreement and every term, covenant, and condition herein contained.

31. **Paragraph Headings.** The paragraph headings as to the contents of particular paragraphs herein are inset only for convenience and are in no way to be construed as part of such paragraphs or as a limitation in the scope of the particular paragraph to which they refer.

32. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and registered and addressed to the below-listed address of the party or to such other address as the parties may from time to time designate in writing.

As to City:

Park City Municipal Corp.
City Attorney
P O Box 1480
Park City UT 84060

As to Concessionaire:

Taylor Matkins
8847 Northcove Dr.
Park City, UT 84098

33. **Independent Contractor Relationship.**

A. The parties intend that an independent Concessionaire/City relationship will be created by this Lease Agreement. No agent, employee, or representative of the Concessionaire shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Concessionaire are not entitled to any of the benefits the City provides for its employees. The Concessionaire will be solely and entirely responsible for its acts and for the acts of its agents, employees, or representatives during the performance of this Lease Agreement.

B. In the performance of the services herein contemplated, the Concessionaire is an independent contractor with the authority to control and direct the performance of the details of the coffee shop/cafe; however, the service and products contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory fulfillment thereof.

34. **Prohibited Interest.** No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

35. **Severability.**

A. If, for any reason, any part, term, or provision of this Lease Agreement is held by a court of the United States or any State thereof to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Lease Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

36. **Entire Agreement.** This Lease Agreement constitutes the entire and only agreement between the parties with respect to this concession and it cannot be altered except by written instrument, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above-written.

**PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation**

By: Andy Beerman
ANDY BEERMAN, Mayor

Attest:

Michelle Kellogg
Michelle Kellogg, City Recorder



Approved as to form:

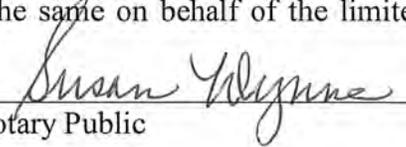

Polly Samuels McLean, Assistant City Attorney

LUCKY ONES COFFEE LLC, a Utah limited liability company

By: Lucky Ones Coffee LLC
Name: Katie Holmfield Taylor Mathews
Title: owners

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

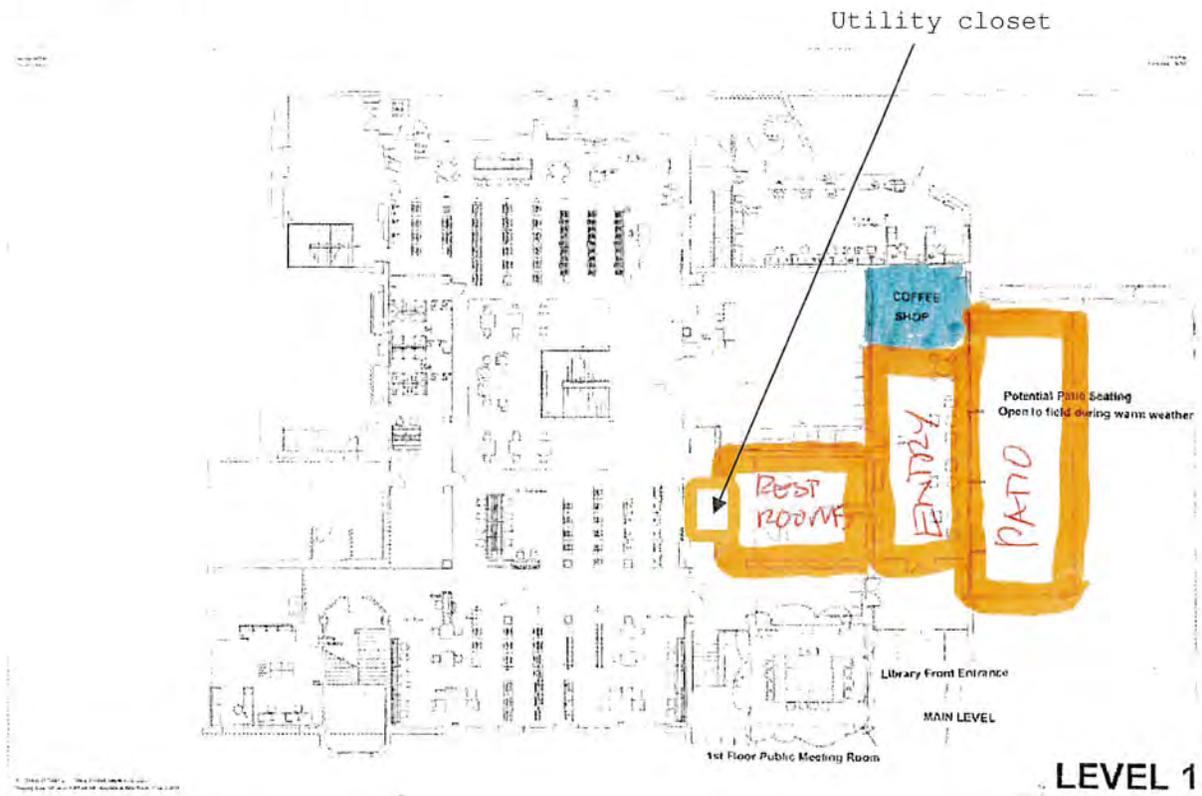
On this 2 day of February 2018 before me, the undersigned notary public, personally appeared Katie Holmfield & Taylor Mathews, as owners of LUCKY ONES COFFEE LLC, a Utah limited liability company, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same on behalf of the limited liability company.


Notary Public

My commission expires:



Exhibit A – Leased Spaces



- EXCLUSIVE



- NON EXCLUSIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COLEMAN INSURANCE AGENCY, INC. 2102 E. 3300 S. Salt Lake City, UT 84109	CONTACT NAME: PHONE (A/C, No., Ext): (801)466-1554 E-MAIL ADDRESS: ccoleman@farmersagent.com FAX (A/C, No): (801)466-4390													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : TRUCK INSURANCE EXCHANGE</td> <td>21709</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D : FIRE INSURANCE EXCHANGE</td> <td>21985</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : TRUCK INSURANCE EXCHANGE	21709	INSURER B :		INSURER C :		INSURER D : FIRE INSURANCE EXCHANGE	21985	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER E :														
INSURER F :														
INSURED LUCKY ONES COFFEE, LLC 1255 PARK AVE PARK CITY, UT 84060														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

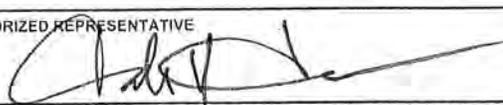
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		606647766	2/1/2018	2/1/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000
	OTHER:						GENERAL AGGREGATE \$ 4,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMPI/OP AGG \$ 4,000,000
	<input type="checkbox"/> ANY AUTO						\$
	<input type="checkbox"/> OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB						\$
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	A06111597	2/1/2018	2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LOCATION: 1255 PARK AVE PARK CITY, UT 84060

Additional Insured:
 Park City Municipal Corporation
 P.O. Box 1480
 Park City, UT 84060

CERTIFICATE HOLDER PARK CITY MUNICIPAL CORP PO BOX 1480 PARK CITY, UT 84060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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