

**PARK CITY COOPERATIVE PRESCHOOL
PARK CITY MUNICIPAL CORPORATION
2021 PROPERTY LEASE**

THIS PARK CITY COOPERATIVE PRESCHOOL – PARK CITY MUNICIPAL CORPORATION 2021 PROPERTY LEASE (hereinafter referred to as “Agreement” or “Lease”) is made and entered into this ^{1/6/2022} day of 1/6/2022, 2021, with an effective date of July 1, 2021, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter referred to as “Landlord” or “the City”) and the **PARK CITY DEVELOPMENTAL PRESCHOOL, a Utah corporation, DBA PARK CITY COOPERATIVE PRESCHOOL** (hereinafter referred to as “Tenant”) to set forth the terms and conditions under which Landlord will lease space in the Park City Library at 1255 Park Avenue, Park City Utah (hereinafter referred to as “**Library Building**”) to Tenant. The parties agree as follows:

1. **Property.** The property leased is several areas within Library Building as described in **Exhibit “A”** (attached and hereafter referred to as “Premises”). The leased Premises include the exclusive use of the Third Floor South Classroom (Pre-School Entry and Pre-School), and an outdoor play area (hereinafter referred to as the “**Preschool Playground**”). Tenant shall have exclusive use of the Preschool Playground from 10:00 am to 11:00 am, and the non-exclusive rights of use at all other times. Other tenants of the Library Building and Landlord may use the Preschool Playground provided that:
 - a. The use does not conflict with previously scheduled use by Tenant; and
 - b. The user takes full responsibility for clean-up and repair of any damages.

Tenant shall also have access to the public bathrooms in the library portions of the Library Building. The Lease includes two (2) free rentals of the auditorium for the Christmas pageant and graduation, and two (2) additional rentals in any of the rental spaces on the Premises for other school functions such as parent teacher conferences.

2. **Term.** The Lease term shall commence on July 1, 2021, for a period of six (6) years and shall terminate on June 30, 2027. If the Landlord determines in its sole discretion that the Property is no longer surplus municipal property, the Landlord may provide one hundred eighty (180) days written notice of cancellation of the Lease at any time.

3. **Rent.** The rent for the Premises within the Library Building shall be as follows:
 - a. Rate: Rent from July 1, 2021, to June 30, 2022, will be **Twenty-Four Thousand Five Hundred and Twenty-One Dollars and Six Cents (\$24,521.06)**, payable in twelve (12) equal monthly installments of **Two Thousand and Forty-Three Dollars and Forty-Two Cents (\$2,043.42)**. Rent shall be due on the first of each month, and past due if not paid by the tenth (10th) of the month. A late fee of Twenty-Five Dollars (\$25.00) shall accrue every five (5) days thereafter.

- b. Deposit: A refundable deposit of One Thousand Dollars (\$1,000.00) is required to cover any damage and for cleaning/removal of items needed at the end of the lease term.
- c. Rent Adjustment: Beginning each July 1st, the annual rent shall increase two percent (2%) over the previous year. For example on July 1, 2022, the annual rent will increase to **Twenty-Five Thousand Eleven Dollars and Forty-Eight Cents** (\$25,011.48). A proposed rent schedule for each lease term is provided as Table 1.
- d. Credit for Early Payment. If Tenant pays Landlord the annual rent in full by November 31, 2021, then rent will be reduced by four percent (4%). In future years if the Landlord pays annual rent in full by July, then the rent will be reduced by four percent (4%). If Tenant pays bi-annually then rent will be reduced by two percent (2%).

4. **Accounting.** Tenant 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 the Tenant 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.

5. **Utility Service.** Landlord shall be responsible for natural gas, electricity, sewer, security systems, refuse collection and water for the leased space. Tenant will be responsible for any other utilities such as telephone and cable television and shall establish an account with each of these utilities in its own name.

6. **Use of the Premises.** The premises shall be used only for education for a community based cooperative preschool and directly related purposes.

7. **Telephone, Cable, Internet and Microwave.** The Tenant will install its own telephone, television, computer and other communication equipment in the Premises. Any specialized communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility, with prior approval by Landlord. The space will include wiring, cables or chases for a wide variety for communications between spaces within the building and externally. Any specialized communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility.

8. **Insurance.** The Tenant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with its use of the Premises. The Tenant shall provide a certificate of insurance evidencing:

- a. General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four

Million Dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage. The above can be satisfied by the combination of a primary and excess policy.

- b. The Tenant shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years as stated in Utah Admin Code R37-4-3
- c. Automobile Liability insurance as applicable with limits no less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles as applicable combined single limit per accident for bodily injury and property damage. The above limits can be satisfied by the combination of a primary and excess policy. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- d. Proof of Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.
- e. The Workers Compensation Policy shall be endorsed with a waiver of subrogation in favor of Landlord, its employees, volunteers, agents and subcontractors, with regards to the Lease.

The Landlord, its officers, officials, employees and volunteers are to be covered as additional insureds on the general liability and auto insurance policies, with respect to work performed by or on behalf of the Tenant including materials, parts or equipment, furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed as applicable by or on behalf of the Tenant as applicable and a copy of the endorsement naming Landlord as additional insured shall be attached to the Certificate of Insurance. Should any of the above-described policies be cancelled before the expiration date thereof, Tenant shall deliver notice to the Landlord within thirty (30) days of cancellation. The Landlord reserves the right to request certified copies of any required policies.

The Tenant'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.

For any claims related to this Agreement, the Tenant's insurance coverage shall be primary insurance coverage with respect to Landlord, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Landlord, its officers, officials, employees or volunteers shall be excess of the Tenant's insurance and shall not contribute to it.

Landlord will carry property insurance covering the structure for casualty loss, and boiler and machinery insurance for boiler and mechanical systems loss.

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

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

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

11. **Tenant Improvements.** The Premises are being leased to Tenant in AS-IS condition. Any additional interior finish or furnishings desired by the Tenant must be approved in advance by the Landlord in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. The Tenant may, with prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the Premises as Tenant may require for the conduct of its business; provided, however, Tenant may not materially alter the basic character of the building or fixtures or weaken the structure on the leased Premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Agreement unless specifically exempted in writing prior to commencing work. At the expiration or termination of this Agreement, all Tenant improvements that could be deemed fixtures under the law become property of the Landlord unless specifically exempted in writing prior to installation.

12. **Signs.** Landlord reserves the right to specifically review and approve or reject proposed signs on or in the building. Tenant shall be considered a stakeholder when Landlord proposes a master sign plan and Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Park City Sign Code, and conforms with the historic nature and

architectural detailing of the building. The Landlord has agreed to allow Tenant to apply for Temporary sign permits twice a year after review per the Park City Sign Code and waive such fees for temporary sign permit. Signs shall be removed and any damage resulting from removal shall be repaired as indicated by the Temporary Sign Permit or end of the Agreement term.

13. **Assignment/Sublease.** The Lease may not be assigned or the Premises sublet without the advance written consent of Landlord, which may be withheld in its sole discretion.

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

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

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

16. **Maintenance.** The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. The Landlord will be responsible for janitorial service in areas used in common

with the Library Building and other tenants and cleaning the outside of the glass and replacement in the event of damage from an outside source. Tenant shall be responsible for all interior maintenance, including mechanical and electrical fixtures to the extent that they are located within and exclusively benefit the Premises, janitorial service, and glass maintenance (both cleaning the inside and replacement in the event of damage from an inside source) which is within the leased Premises or solely serves the Premises. Landlord shall be responsible for mechanical systems, which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance of the site and snow removal shall be Landlord's responsibility.

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

18. **Force Majeure.** Force Majeure: Either party shall be excused for the period of any delay in the performance of any obligations under this Agreement when prevented from doing so by cause or causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, weather, inability to obtain any materials or services, or acts of God.

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

20. **Care and Repair of Premises by Tenant.** Tenant will inspect and accept the Premises for the purposes of this Agreement prior to taking occupancy. Tenant will not commit any waste on Premises, nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto.

21. **Damage or Destruction.** If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Premises without expense to the Tenant subject to delays due to adjustment in insurance claims, strikes and other causes beyond the Landlord's control. If such damage or destruction shall render the Premises uninhabitable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the Premises restored. If the damage or destruction shall require removal of Tenant's operations from the Premises, either Landlord or Tenant may elect to terminate this Lease by written

notice to the other within thirty (30) days after the occurrence of such damage or destruction. Tenant shall receive permission from Landlord to use space heaters and/or any other electrical equipment which may overload the system.

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

23. **Holding Over.** Continued possession, beyond the expiration date of the Term of this Agreement or any extension term, by the Tenant (and absent a written agreement by both parties for an extension of this Agreement, or for a new agreement, and absent the written consent of the Landlord) shall constitute a month-to-month extension of this Agreement at a rental of 10% (ten percent) of the previous rental for the Premises (plus payment of all other expenses payable by Tenant as set forth in this Agreement). Such holding over without the Landlord's consent shall not prejudice the Landlord's right to bring an action for the eviction of the Tenant.

24. **Available Space.** If additional space becomes available in the Library Building, Landlord agrees to offer such space to tenants in the Library Building before making it available to non-tenants. Landlord reserves the right to use space that becomes available and to assign the space through a competitive bid process with tenants of the Library Building who have been in the building for one (1) year or more, at the time the space becomes available.

25. **Indemnity.** The Tenant 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 Agreement and/or the Tenant'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 the Tenant; and provided further, that nothing herein shall require the Tenant 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 Tenant expressly agrees that the indemnification provided herein constitutes the Tenant's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Tenant claims or recovers compensation from the City for a loss or injury that Tenant 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.

No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

26. **Landlord Liable only for Negligence.** Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; 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.

27. **Nondiscrimination.** In the performance of this Agreement, Tenant shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

28. **Waiver of Covenants.** It is agreed that the waiver of any of the covenants of this Lease 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.

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

30. **Building Security.** The Landlord will install doors with locking hardware. The Tenant is entitled to put locks on the doors to its space, provided the Landlord is given keys for reasonable access and building maintenance. Both parties will attempt to keep the exterior doors locked after their use of the building is completed for the day, and the Tenant shall have the obligation of checking all exterior doors and setting of alarm at the conclusion of each day to make sure that they are locked, and that windows in the rooms used by the Tenant are secured. Lights should be turned off at the conclusion of the Tenant's use each day.

31. **Parking.** As approved by the Master Planned Development on May 30, 2014, access to the parking shall be from Park Avenue. Twelfth Street shall only be used as a secondary access. Non-exclusive parking shall be at the Library Parking Lot (82 spaces), overflow parking shall be at the Mawhinney Parking Lot across the street. The Tenant shall not have assigned parking spots and shall park in general parking areas and follow parking rules and regulations as posted and associated with the Premise. The Landlord will inform the Tenant of any changes to parking rules or regulations for daily use and during Special Events or parking lot closures. There are no guaranteed spots. The Landlord will assign a minimum of two short term load/unload parking spaces proximate to the entry of the building for non-exclusive Tenant use.

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

If to Landlord:

Special Events & Facilities Department

Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

With copy to:

City Attorney's Office
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

If to Tenant:

Board Chair
Park City Cooperative Preschool
P.O. Box 683482
Park City, UT 84068

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

34. **Counterparts.** This Agreement 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.

35. **Electronic Signature.** Each party agrees that the signatures of the parties included in this Agreement, 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 have executed this Agreement or cause it to be executed by their representative duly authorized, the 1/6/2022 day of 1/6/2022, 2021.

TENANT:

Park City Developmental Preschool , a Utah non-profit corporation DBA Park City Cooperative Preschool

P.O. Box 683482

Park City, UT 84068

DocuSigned by:

64356856888248B...
SIGNATURE

John Alonzo Hutchings Treasurer

PRINT NAME AND TITLE

LANDLORD:

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation

445 Marsac Avenue

PO Box 1480

Park City, UT 84060

DocuSigned by:

D5D5222E88E248E...
Matthew J. Dias, City Manager

Approved as to Form:

DocuSigned by:

E160489C9F144FF...
City Attorney's Office

DS


ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2021, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person who executed the within instrument as _____ (*Title of Signer*), of **Park City Developmental Preschool, a Utah corporation DBA Park City Cooperative Preschool**, and acknowledged to me that he/she executed the same for the purposes therein stated.

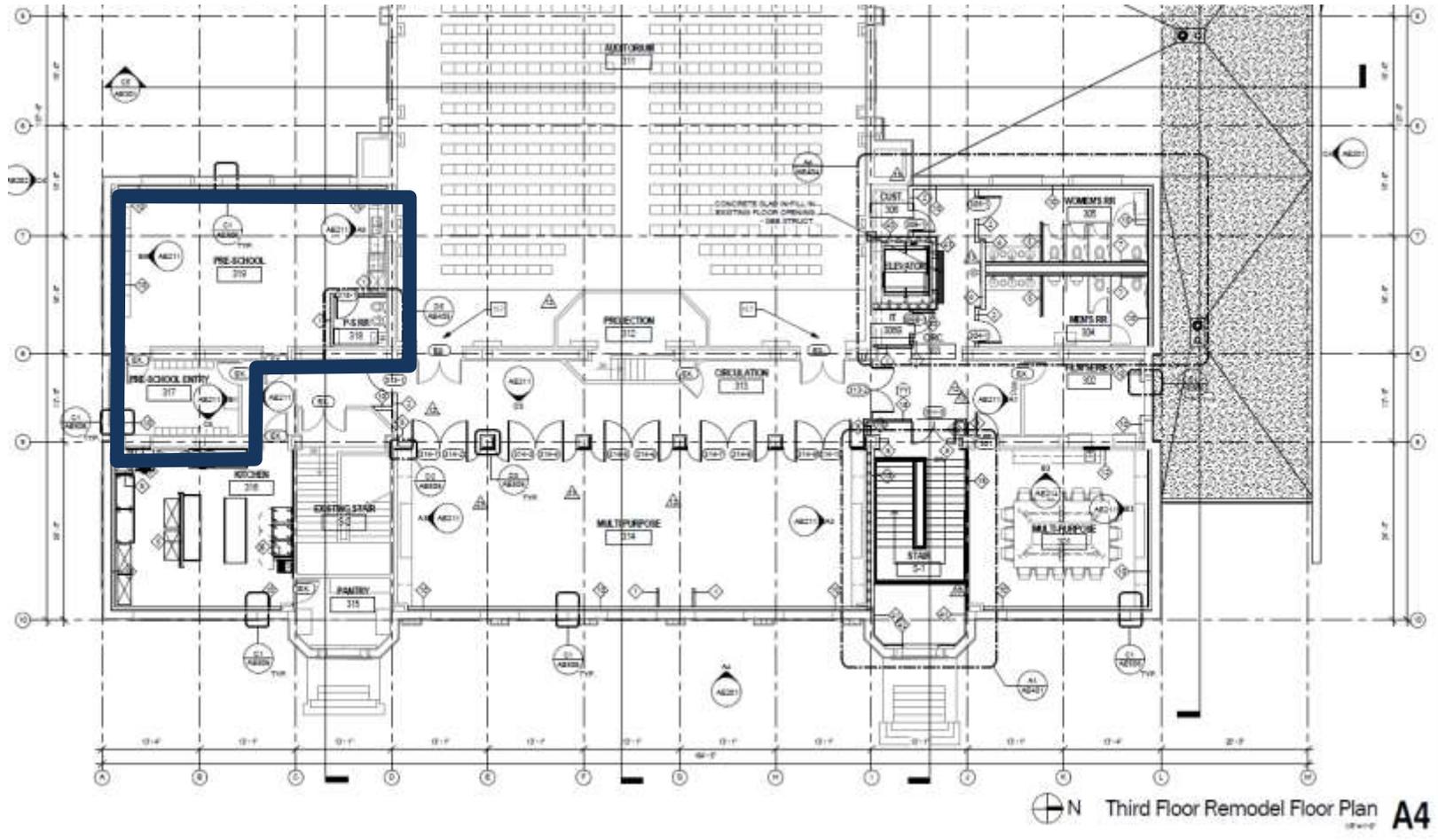
Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ^{1/6/2022}____ day of ^{1/6/2022}____, 2021, at _{Jan}____ (insert State and County here).

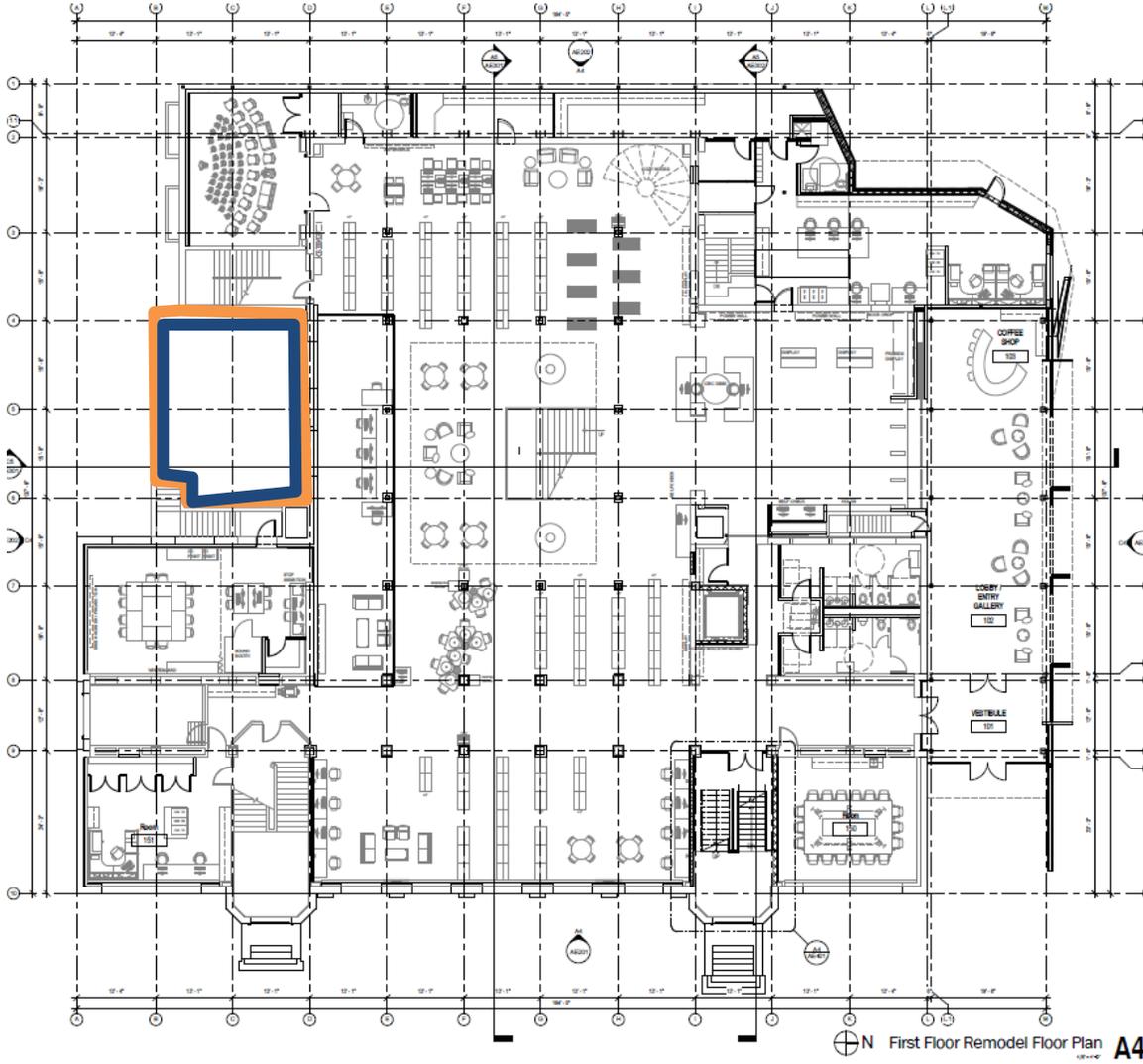
Printed name John Alonzo Hutchings IV

Signature:  _____

Exhibit A



 - Exclusive Use



-  - Non – Exclusive Use
-  - Exclusive Use (10:00 am – 11 am; M-F)

Table 1 - PC Coop Lease 2% Increase				
2021-22	\$24,521.06	0.02	\$490	\$25,011.48
2022-23	\$25,011.48	0.02	\$500.23	\$25,511.71
2023-24	\$25,511.71	0.02	\$510.23	\$26,021.95
2024-25	\$26,021.95	0.02	\$520.44	\$26,542.38
2025-26	\$26,542.38	0.02	\$530.85	\$27,073.23
2026-27	\$27,073.23	0.02	\$541.46	\$27,614.70
				\$157,775.45

POLICY NUMBER: CPS7342095

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PARK CITY MUNICIPAL CORPORATION 445 MARSAC AVE PARK CITY UT 84060	SEE SCHEDULE OF LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: CPS7342095

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): PARK CITY MUNICIPAL CORPORATION
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

