

**PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
BOB WELLS PLAZA AND PARKING LOT
480 SWEDE ALLEY, PARK CITY, UTAH 84060**

Summit County, State of Utah

THIS AGREEMENT, (hereinafter “Agreement” or “License”), dated the 1/19/2023 day of January, 2023, is by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter “City” or “Licensor”), and **AMERICAN HONDA MOTOR CO. INC.**, a California corporation, (hereinafter “Licensee”), whose street address is 1919 Torrance Blvd., Torrance, CA 90501.

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the facility described in Paragraph C below (hereinafter “Facility”), subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purposes listed below.

C. **License Period.** This License is granted for the uses and time periods specified below, and as set forth in **Exhibit A - Master Festival License and City Services Agreement** and the 2023 City Property Use Matrix (“Matrix”) from January 12, 2023, through January 27, 2023, for the Bob Wells Plaza and Parking Lot. Licensee will have until March 2, 2023, to complete any and all repairs and touch-ups at Bob Wells Plaza and Parking Lot. In the event of a conflict, the terms of **Exhibit A** shall control.

- a. Bob Wells Plaza and Parking Lot
Thursday, 1/12/23 – Friday, 1/27/23

D. **Facilities Licensed.**

AREA: Bob Wells Plaza and Parking Lot

USE: Sponsor Activation –
Sundance Film Festival – Acura
Festival Village and Car Display

E. **Fees.** Fees are \$16/per parking space/per day from 1/12/23 to 1/18/23 and \$60/per parking space/per day from 1/19/23 to 1/27/23 pursuant to the City’s Fee Schedule, for a total of **TWENTY-EIGHT THOUSAND THIRTY-SIX DOLLARS (\$28,036.00)**. The Licensee shall remit to City a damage deposit of **ONE THOUSAND DOLLARS (\$1,000.00)** as security for any

damage to the Facility arising from or connected to the Licensee's use of the Facility pursuant to this License.

F. **Payment Terms.** The damage deposit, totaling **ONE THOUSAND DOLLARS (\$1,000.00)**, shall become due and payable upon the execution of this Agreement. The damage deposit shall be refunded to Licensee in full upon a determination by the City that no damage was incurred to the Facility as a result of this License.

If monies are not paid on or before the due date specified in the Agreement and a copy of the Certificate of Insurance is not received prior to the event, the Agreement is subject to immediate cancellation by the City Manager or his designee without further notice and the deposits heretofore collected will be retained as liquidated damages.

G. **Insurance and Indemnity.** The Licensee shall procure and maintain for the duration of the License, 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 Licensee's use of the Facility/area 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 Licensee; and provided further, that nothing herein shall require the Licensee 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 Licensee expressly agrees that the indemnification provided herein constitutes the Licensee'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 the Licensee claims or recovers compensation from the City for a loss or injury that Licensee 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 Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for public liability, injuries to persons or damage to property which may arise from or in connection with the use of the Facility hereunder by the Licensee, their agents, representatives, employees, invitees or subcontractors. The Licensee shall provide a Certificate of Insurance evidencing insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement 2013 Amended and Restated, dated 10/30/13, with limits defined as:

- 1) 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.

The Licensee 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.

- 2) Automobile Liability insurance 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 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.
- 3) Liquor Liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
- 4) 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.

The Workers Compensation Policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation, its employees, volunteers, agents and subcontractors with regards to the Agreement..

- 5) The Licensor, its officers, officials, employees and volunteers are to be covered as additional insureds on the general liability and auto insurance policies via blanket endorsement, with respect to work performed by or on behalf of the Licensee including materials, parts or equipment, furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Licensee and a copy of the endorsement adding the City as additional insured via blanket endorsement shall be attached to the certificate of insurance. Should any of the above-described policies be cancelled before the expiration date thereof, Licensee shall deliver notice to the Licensor within thirty (30) days of cancellation. The Licensor reserves the right to request certified copies of any required policies.
- 6) The Licensee's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7) For any claims related to this License, the Licensee's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute to it.

The provisions of this section shall survive the expiration or termination of this Agreement.

H. **Anti-Discrimination.** In the performance of this License, Licensee 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 of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status and incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

I. **No City Liability.** Except where caused by City's negligence, 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 of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the Facility.

J. **Snow and waste removal.** The City shall remove the Bob Wells Parking Lot of waste, snow and ice before the Licensee controls the Facility. Once the Licensee controls the Facility, the Licensee shall be responsible for clearing snow, ice and debris from the Facility, tents, vehicles, and any other temporary structures. All reasonable efforts will be made to keep the area clear of snow for the remainder of the Festival and use period as reflected in this Agreement. Licensee also accepts responsibility for the removal of any and all vehicles parked in areas other than the designated surface parking lot.

K. **Attendance control.** Licensee will be responsible for ensuring that the occupancy limit does not exceed the capacity set by the City Building inspectors for use areas. Licensee will be responsible for monitoring the entrances to the Facility and will ensure that entrances are staffed during operating hours.

L. **Amendments.** This Agreement cannot be altered except by written instrument, signed by both parties.

M. **Sales/Business License.** The Licensee agrees to obtain any required permits, business licenses or liquor licenses that may be required for the event.

N. **City Use.** Licensee acknowledges Bob Wells Plaza and Parking Lot is leased exclusively to Licensee; however, the Licensee will not disrupt surrounding businesses and residents during the License period beginning Thursday, January 12, 2023, through Friday, January 27, 2023. **Licensee acknowledges it has exclusive use of the Bob Wells Plaza and Parking Lot.**

O. **Master Festival License.** The Licensee is subject to Park City Municipal Code 4A Special Events, as well as the Master Festival License and annual supplemental plans and City Services Agreement 2013 Amended and Restated, dated 10/30/13 as amended, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

P. **Notice.** Written notices under this Agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation
Special Events Department
P.O. Box 1480
Park City, Utah 84060

If to Licensee: American Honda Motor Co., Inc.
1919 Torrance Blvd.
Torrance, California 90501

Q. **Applicable Laws.** Licensee shall obey all laws, ordinances, and regulations regarding use and occupancy of the Facility.

R. **Revocation.** If City determines that Licensee has breached the terms of this Agreement or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If monies are not paid on or before the due date specified in the Agreement and a copy of the Certificate of Insurance is not received prior to the event, the Agreement is subject to immediate cancellation by the City Manager or his designee without further notice and the deposits heretofore collected will be retained as liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

S. **Counterparts.** This License may be executed in counterparts, each of which deemed an original and all of which together will count as one and the same instrument.

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

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the ^{1/19/2023} day of January 2023.

LICENSEE:

AMERICAN HONDA MOTOR CO., INC., a

California corporation

1919 Torrance Blvd,

Torrance, California 90501

By: 
DocuSigned by:
E5DD188814014F8...

Name Printed:
Carrie Smith

Title: Contracts Manager

LICENSOR:
PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation
Post Office Box 1480
Park City, UT, 84060

Matt Dias

D5D5222E88E246E...

Matt Dias, City Manager

Approved as to Form:

DocuSigned by:

Mark Harrington

B7A78B7734C7490

City Attorney's Office

DS
LR

EXHIBIT "A"

Sundance Film Festival Master Festival License and City Services Agreement

<https://www.parkcity.org/home/showpublisheddocument/69410/637412157810770000>

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED American Honda Motor Co., Inc. 1919 Torrance Blvd. Torrance, CA 90501
POLICY NUMBER See Page 1	NAIC CODE See Page 1
CARRIER See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Event Name: Sundance Film Festival
 Event Date: January 12 to January 30

Park City Municipal Corporation is included as an Additional Insured as respects to General, Auto and Umbrella/Excess Liability.

General, Auto and Umbrella/Excess Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885
 POLICY NUMBER: RWG943547408 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation	E.L. Each Accident	\$1,000,000
& Employers' Liability	E.L. Disease-EA Empl	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885
 POLICY NUMBER: RWE943547508 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers' Compensation	E.L. Each Accident	\$1,000,000
& Employers' Liability	E.L. Disease-EA Empl	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000



PARK CITY MUNICIPAL CORPORATION
Special Event Hold Harmless and Indemnification Agreement

This Hold Harmless and Indemnification Agreement must be completed and returned to the Special Event Manager ten (10) working days prior to the event or the event will be cancelled.

PLEASE PRINT:

American Honda Motor Co Inc

Name of Business/Organization

Sundance Film Festival - Acura Festival Village

Name of Special Event

1/12/23 - 1/25/23

Date(s) of Event

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to Park City Municipal Corporation that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid legal agreement and binding on such party and enforceable in accordance with its terms.

The person signing this Agreement represents and warrants to Park City Municipal Corporation that it has insurance coverage in place that covers the scope of activities associated with this event. This person further represents and warrants that the insurance coverage limits meet or exceed the coverage required to obtain this permit.

For and in consideration of Park City Municipal Corporation (PCMC) issuing a permit permitting the use of City streets and/or City owned/public property for the conducting of an event to be held as reported above, hereby agrees to defend, hold harmless, and indemnify PCMC, its officers, agents, servants, employees, and their successors, from and against all claims, loss, or demands for damages, including claims for loss of life, personal injury or wrongful death and/or damage to property arising out of the conduct of said Special Event as defined by Title 4 of the Park City Municipal Code, and further agrees that Applicant is indemnifying and holding harmless PCMC irrespective of whether the scope or limits of Applicant's insurance policies adequately cover any of the aforementioned claims or demands.

American Honda Motor Co., Inc.

Name of Business/Organization

Signature

Carrie Smith

Name Printed

Contracts Manager

Title

1919 Torrance Blvd.

Torrance, CA 90501

310-782-2000

Address and Phone Number

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

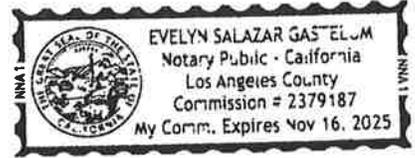
State of California

County of Los Angeles }

On 1/13/23 before me, Evelyn Salazar Eastlum, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Carrie Smith
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Park City Municipal Corporation

Document Date: 1/13/23 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 20____, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ for _____.

Notary Public