

**PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE
AGREEMENT**

**1490 Munchkin Road & 529 Swede Alley
Park City, Summit County, State of Utah**

THIS LICENSE (“the License”), dated the 23 day of January 2023, effective January 19, 2023, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (hereinafter “Licensor”), and LYFT, INC., a California corporation, (hereinafter “Licensee”), whose address is 185 Berry St., Suite 5000, San Francisco, CA 94107.

WITNESSETH:

In consideration of the mutual agreements herein set forth, the sufficiency of which are hereby acknowledged, the parties agree as follows:

- A. Grant of License.** Licensor hereby grants to Licensee, and the Licensee hereby accepts a License for the use of Property located at 1490 Munchkin Road, and 529 Swede Alley, Park City, UT 84060, (the Facilities) as such are described below in Paragraph K and further described in **Exhibit “A”, Exhibit “B”, and Exhibit “C”** attached hereto and made a part hereof, (hereinafter collectively as the “Facilities”). Licensee may use the Facilities for the Permitted Uses (defined below) subject to the terms and conditions herein set forth. The term of this License shall be from January 19, 2023, until January 28, 2023, at 11:59 p.m.
- B. Purpose.** The intended use of the Facilities is for the exclusive staging and dispatching of Lyft vehicles during the Sundance Film Festival. Licensee agrees it will use reasonable commercial efforts to instruct all Lyft vehicles (defined below) that are not either staging or loading patrons in the vicinity of Old Town to stage in the Parking Area to await dispatch. The License granted herein allows Licensee’s use of the Facilities in accordance with the 2023 Amended Supplemental Plan, which plan the City Council of Park City approved on December 15, 2022, in accordance with the Sundance Master Festival License and City Services Agreement dated and amended on October 30, 2013. To the extent that any term of the foregoing plan and services agreement is inconsistent with any term of this License, the terms of this License shall control; provided, however, that Licensor may waive any term of this License, in Licensor’s sole discretion, in favor of a term contained in the foregoing plan and agreement.
- C. Permitted Uses:** Licensee may use the Facilities as follows:

 - i. Licensee may use the Facility depicted in **Exhibit “A”** as a parking and staging area for vehicles owned, leased, or rented by drivers with whom Licensee has a contractual relationship to provide passenger transportation services (“Lyft Vehicles”). Lyft Vehicles must follow all posted signs and must display an official Lyft decal to identify themselves in order to be allowed access to the parking area and

staging area on Swede Alley. Vehicles without official Lyft decals will not be permitted to park or operate in the designated Lyft staging areas.

- ii. Licensee may erect tents and other temporary structures in the parking area provided that a) Licensee will be required to utilize ballast to secure any such structures; b) Licensee shall not penetrate asphalt or any other impervious surface of the Parking Area; and c) Licensee will be required to obtain any necessary building permits for temporary structures. Licensee shall not sell, serve, furnish or allow alcohol at the Facilities.
- iii. Licensee is required to use the Facility located at 1490 Munchkin Road as a staging area. The facility may be used as a reception area for Lyft customers or drivers. Licensee shall not sell, serve, furnish, or allow alcohol at the Facilities.

D. Prohibited Uses: Licensee's use of the Facilities is subject to the following conditions:

- 1) Licensee shall not stage or park Lyft Vehicles on Bonanza Drive, Munchkin Drive or Kearns Boulevard, or in any area outside of the designated Facilities.
- 2) Licensee shall not park outside of the Facilities without written permission from private property owners. A copy of any such permission shall be provided to the Special Event Manager.
- 3) Licensee shall not allow its operations to interfere with surrounding tenants at the Facilities.
- 4) Licensee shall not allow Lyft Vehicles to idle while using the Facilities unless a ride is currently in progress and in accordance with Park City Ordinance 9.10 (Anti-Idling).
- 5) Licensee shall ensure that the number of vehicles on site does not exceed the capacity of the Facilities and shall ensure that there is adequate fire access and vehicular circulation to and across the site. The Licensee is limited to proper parking stalls as indicated and may not double-park internally.

E. Operations Plan. Licensee will provide an operations plan to the satisfaction of the Special Events Manager to mitigate impacts on surrounding transportation, tenants, and business patrons. Upon determination that a violation of the approved operations plan has occurred, Licensor may revoke this License if the violation is not cured to the satisfaction of the Special Events Manager within four (4) hours of Licensee receiving actual notice of the violation. At the time such notice is received, if such a violation cannot reasonably be cured within four (4) hours, the Licensee may make a request to extend the cure period to a reasonable time period which shall be approved by the Special Events Manager. The Operations Plan is attached as **Exhibit C** to this Agreement.

F. Signage. Licensee shall be responsible for all signage required for the operation of the Facilities, including signage notifying the public of the limited uses allowed at the Facilities. All signage shall be subject to Planning Department approval in accordance with the Municipal Code of Park City, Sundance Film Festival Special Event Permit, and City Service Agreement.

G. Trash Collection. Licensee is responsible for taking all trash from the Facilities to the onsite dumpster. Licensor shall not charge Licensee separately for the regular monthly trash collection fee, but Licensee shall reimburse Licensor for any extra tipping fees paid by Licensor due to load-in or out of the Facilities.

H. Snow Removal. The Licensor will remove snow from the Facilities prior to the Licensee taking over the space. During the use period, the Licensee is responsible for providing all snow or ice removal at the Facilities.

I. Utilities. Licensor to pay for all utilities.

J. License Period. The duration of this License is as follows:

Operations: January 19, 2023, to January 28, 2023, from 8:00 a.m. to 2:00 a.m.

K. Facilities Licensed.

The Facilities are defined as parking spaces adjacent to 560 Swede Alley, Park City, Utah as shown in **Exhibit A**, and 1490 Munchkin Road, Park City, Utah as shown in **Exhibit B**.

L. Fees. Licensee agrees to pay to Licensor:

The Facilities (Exhibit "A", and Exhibit "B") - A fee for the grant of the license hereunder as outlined in **Exhibit A** is \$60/space/per day and a total of ten (10) parking spaces. This is Six Thousand Dollars (\$6,000.00). The use of the Facility described as "**Exhibit B**" or 1490 Munchkin Road is required by the City to mitigate traffic impacts and included in this fee.

M. Payment Terms. Licensee agrees to pay a license fee of Six Thousand Dollars (\$6,000.00) and in addition a refundable damage deposit of Five Thousand Dollars (\$5,000.00). The refundable damage deposit (Five Thousand Dollars) and fifty percent (50%) of the License Fee (Three Thousand Dollars (\$3,000.00) shall become payable upon the execution of this License. The remaining fifty percent (50%) of the Licensing Fee (Three Thousand Dollars (\$3,000.00) shall be due and payable thirty (30) days after the receipt of an invoice from Licensor.

Licensee agrees to make the payments as specified in this Paragraph M and to provide a copy of a Certificate of Insurance showing all required coverages and limits to the Licensor prior to any use of the Facilities. In the event Licensee fails to satisfy the requirements of this Paragraph M or any other term of this

License Agreement, Licensor may in Licensor's sole discretion decline to issue the License or, in the event the License has been granted, revoke the License.

Upon review and inspection of the Facilities within ten (10) days after the use of the property has been completed, the Licensor shall inform the Licensee of any damages to the space that will be taken from refundable damage deposit. If no damages are found, the Licensor has thirty (30) days to release the refundable damage deposit back to the Licensee.

N. Indemnity. Licensee accepts the Facilities "AS IS" and Licensor makes no warranties regarding any particular condition, purpose or use. The Licensee shall indemnify and hold the Licensor and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all third party claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Licensor arising out of, in connection with, or incident to Licensee's use of the Facilities or failure to perform any aspect of this License; provided, however, that if such claims are caused by or result from the concurrent negligence or willful misconduct of the Licensor, 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 Licensor, its agents, employees and/or officers from any claims arising from the sole negligence of the Licensor, its agents, employees, and/or officers. The Licensee expressly agrees that the indemnification provided herein constitutes the 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 such party claims or recovers compensation from the Licensee or Licensor, as applicable, for a loss or injury that the other party would be obligated to indemnify the first party for under this License. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this License. The Licensee shall procure and maintain for the duration of the License, 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 General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 10/30/13, as amended. The Licensor shall be included as an additional insured on the below referenced General Liability policy via blanket endorsement, with respect to this License and a copy of the blanket additional insured endorsement shall be attached to the certificate of insurance. The certificate of insurance shall warrant that the Licensor shall receive thirty (30) days advance notice of cancellation. 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. The provisions of this section shall survive the expiration or termination of this License.

O. Insurance.

The Licensee shall procure and maintain for the duration of the License, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Licensee, their agents, representatives, employees or subcontractors. The Licensee shall provide a certificate of insurance evidencing:

- i. 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

- ii. 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.
- iii. 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.
- iv. 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 License.
- v. The Licensor, 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 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 naming 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.

- vi. The Licensee's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim in made or suit is brought, except with respect to the limits of the insurer's liability.
- vii. 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.
- viii. The provisions of this section shall survive the expiration or termination of this License.

P. 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.

Q. No City Liability. Except where caused by Licensor's negligence, Licensor 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 electric; 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 building of for an interference with light.

R. Amendments. This License cannot be altered except by written instrument, signed by both parties.

S. Written notices under this License shall be given by first class mail, addressed to:

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

If to Licensee: Lyft, Inc. Attn.: General Counsel, 185 Berry St., Suite 5000, San Francisco, CA 94107

T. Licensee shall obey all laws, ordinances, and regulations.

U. Revocation. If Licensor determines that Licensee has breached the terms of this License, or any other federal, state, or local law related to Licensee's operations or activity of Lyft

Vehicles or Lyft's driver-partners on the Facilities subject to this License, or if there is a declared emergency or cancellation of the Festival, the Licensor may immediately revoke the License granted herein; provided that in the case of breach of License or violation of federal, state, or local law by the Licensee, the Licensor shall provide notice of such breach of License or violation of federal, state, or local law and a four (4) hour cure period. If monies are not paid on or before the due date specified in the License and a copy of the certificate of insurance is not received within the time period required in accordance with this License, the License is subject to immediate cancellation by the Park City Special Events Manager without further notice and the deposits heretofore collected will be retained as liquidated damages. If the breach occurs while Licensee is using the Facilities, then following the notice and cure period described in Paragraph E, Licensee shall immediately leave the Facilities and fees shall be prorated for any time paid for that was not used.

V. General. Each party represents and warrants to the other that it has the necessary power and authority to execute and deliver this License, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. This License (including any exhibits attached hereto) constitutes the entire agreement between the parties with regard to the subject matter hereof. The License may only be amended or modified through a writing signed by both parties. If a court of law finds any provision of this License unenforceable, the parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision, and all other terms shall remain in full force and effect. The failure of either party to enforce, at any time, any of the provisions hereof or exercise any right or option hereunder shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions or exercise such right or option. Any consent by any party to, or waiver of, a breach by the other, shall not constitute the consent to, waiver of, or excuse of any other different or subsequent breach. This License and the rights and obligations hereunder may not be assigned without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned, or delayed. This License shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflicts of law provisions.

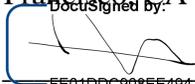
W. Counterparts. This License may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

X. Electronic Signatures. Each party agrees that the signatures of the parties included in this License, 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 instrument or caused it to be executed by their representative duly authorized, the ²³ day of January, 2023.

LICENSEE:

LYFT, INC., a Delaware corporation
185 Berry St. Ste. 5000
San Francisco, CA 94107

By: 

FE01DDC908EE494...
Ethan Eyler Authorized Signatory

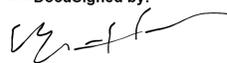
LICENSOR:

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



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Matt Dias, City Manager

Approved as to Form:

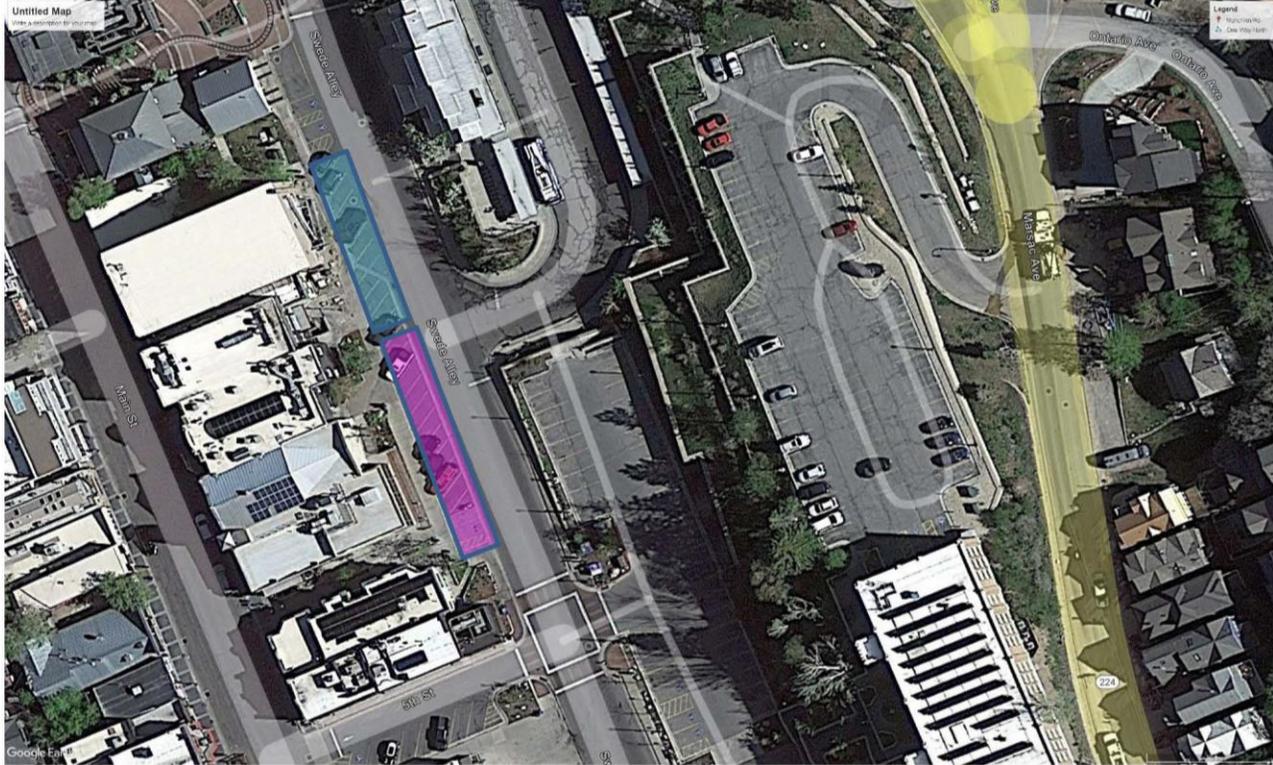


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City Attorney's Office

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EXHIBIT "A"
Facility
560 Swede Alley, Park City, Utah 84060

Exhibit A: 560 Swede Alley – Lyft Pick Up Drop Off



Lyft may extend their PUDO to the blue area in the evening after 5 p.m. The blue area must remain as deliver loading daily until 5 p.m.

EXHIBIT "B"
Facility
1490 Munchkin Road, Park City, Utah 84060

Exhibit B: 1490 Munchkin Road – Lyft Staging for Sundance 2023 Sundance Film Festival



EXHIBIT "C"
Operations Plan

Exhibit C 2023 Lyft Operations & Communications Plan

Lyft is a TNC that seeks to make a long-term commitment to Sundance Institute as a part of a broader push to increase their market share by partnering with big events and their host cities. They intend to do this with an improved customer experience and reduced systematic impacts approach via their operating platform and ability to manage their drivers.

Lyft is a sustaining sponsor and official rideshare partner of the 2023 Sundance Film Festival. Lyft's sponsorship with the Festival creates opportunities to achieve greater transportation mitigation in partnership with both organizations. In addition, it is important to remember that Lyft operates throughout cities where Sundance has many other Festival Programs. The detailed Lyft Operations Plan for Park City is attached as part of the Sundance Film Festival Event Permit and includes the following items:

- Data and Feedback
 - Much of Lyft's information is proprietary. Lyft has agreed to partner with the City and provide valuable transportation debrief data that will help the City plan for future Festivals and events including:
 - Heat map of primary origins and destinations
 - Avg. Occupancy per trip
 - Avg Trip length
 - Avg. Trip time
 - Number of passengers per day and total
 - Peak time of day for pickups and drop-offs
 - Primary routes
 - Total vehicle miles traveled
 - Total number of accidents
- City and Private Property Use Areas:
 - 1490 Munchkin Road
 - Use of the 1490 Munchkin Road facility as highlighted in Exhibit B will be a staging area for drivers to take a break while waiting on their next ride during the Festival.
 - Set up will begin January 19, 2023, and breakdown will occur by January 28, 2023.
 - Lyft Ambassadors will provide customer service, will ensure that operations in the lot operate efficiently, and will help cure any violations.
 - Lyft Drop Off at 560 Swede Alley
 - Ten (10) parking spaces to be operated as Lyft pickup and drop off for ten (10) days of the Festival.
 - Lyft Ambassadors will provide customer service, will ensure that operations in the space operate efficiently, and will help cure any violations.
 - After 5:00 p.m., Lyft may expand the operations area as outlined in the attachment to help better manage rides and road impacts.
- Local Business Parking Areas
 - In collaboration with the City, Lyft will work to ensure businesses directly adjacent to the Facilities are not impacted. This is consistent with the lease agreements in the area.
 - Lyft is welcome to utilize plans that have been made across the City for supplemental parking areas including Richardson Flats, Ecker Hill Park and Ride, Deer Valley Resort after 4:00 p.m., and parking at Treasure Mountain Junior High School, and McPolin Elementary School on the weekends.
- Lyft Transportation Flow Plans at Venues:
 - 1490 Munchkin Road

Exhibit C 2023 Lyft Operations & Communications Plan

- Drivers must have Lyft decal to park in parking spaces as indicated.
- Lyft will operate this area with Brand Ambassadors to ensure that parking and traffic flow are managed effectively and in accordance with agreements with the City.
- Lyft is encouraging right turns out of the parking lots to ensure traffic flow.
- No Left Turn Signs will be placed in the parking lots to discourage anyone (Lyft or other traffic through the lots) from turning left out of the lots.
- Swede Alley Drop Off and Pick Up
 - Drivers must have Lyft decal to be in these spaces.
 - Traffic concerns must be cured or the City reserves the right to revoke use of these spaces.
- Lyft Branded Signage
 - Lyft will be permitted to place signs within their venue areas (1490 Munchkin Road and Drop and Load on Swede Alley) as approved by staff. Lyft is not permitted to place any signs on City or State roads.
- Driver Training and Communications
 - Lyft has provided training to Lyft drivers.
 - Lyft communicates with their drivers through 4 ways:
 - In person training
 - Go Guides
 - Text Message
 - Email
 - In addition, Lyft is willing to push out the City's Text Alert System to all of their drivers (Text 888777 to PCEVENTS or FILMFEST) so their drivers can also receive the most up to date Emergency and Transportation Info.
- Driver Code of Conduct
 - Third Party Background and DMV checks
 - Zero Tolerance Policy for Substance Use (Alcohol and Drugs)
 - Driver and Passenger Ratings – 3 stars or lower, you will never be paired again.
 - Anything below 4.8 is considered as needs improvement.
- Consequences and Enforcement
 - Lyft will provide a 24/7 on call number for problem solving (January 19 to January 28)
 - Complaint received from the City to be cured within two (2) hours of notifying Lyft.
 - Residential complaints received by the City to be cured within four (4) hours of notifying Lyft.
 - Enforcement will be by PCPD, Parking Services and Kane Security, We will hold all TNC and for hire companies to the same enforcement standards. However, as indicated above, Lyft will also provide onsite Ambassadors at both the 1665 Bonanza and Swede Alley and Trolley Turnaround locations to ensure operations throughout the Festival.
 - The City reserves the right to revoke use of City Property if operational challenges cannot be cured.

Lyft Staging Area at 1490 Munchkin Road

The use of the space at 1490 Munchkin Road is required by the City to mitigate the impacts of traffic. There is no fee for the space.

This location provides centralized access short response times to Main Street, Prospector and Eccles Theatre and is adjacent to the The Ray/Holiday Village venue. The Facility will act as a staging area for drivers keeping them fresh and rested. Lyft in return will:

Exhibit C 2023 Lyft Operations & Communications Plan

1. Monitor supply and demand closely; potentially reducing the number of TNC vehicles in town; this is consistent with what local taxi companies sought out.
2. Provide training and in-app tools to ensure the TNC vehicles are notified of Rules of the Road as defined by Park City.
3. Provide a centralized platform that may allow a higher degree of “control” over drivers, which should minimize impacts on the system.

Lyft Operations Pick Up Drop Off at 560 Swede Alley

The use of the space at 560 Swede Alley is for Lyft to have a specific pick up and drop off for their vehicles.

This location provides centralized access for drop off and pick up and short response times to Main Street. This facility is not a staging area, but a pickup drop off location. Lyft in return will:

1. Monitor supply and demand closely; potentially reducing the number of TNC vehicles in town; this is consistent with what local taxi companies sought out.
2. Provide training and in-app tools to ensure the TNC vehicles are notified of Rules of the Road as defined by Park City.
3. Provide a centralized platform that may allow a higher degree of “control” over drivers, which should minimize impacts on the system.
4. Operate the Lyft staging area at 1490 Munchkin Road. If Lyft does not operate the staging area, the City reserves the right to revoke the use of the 560 Swede Alley Location.
5. Noise shall be kept to a minimum between the hours of 10:00 p.m. and 8:00 a.m. This includes noise from hailing taxis or other operations.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/20/2023

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 Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Lyft, Inc. 185 Berry Street, Suite 400 San Francisco CA 94107-2503 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B: Old Republic Union Insurance Company</td> <td>31143</td> </tr> <tr> <td>INSURER C: Safety National Casualty Corp</td> <td>15105</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B: Old Republic Union Insurance Company	31143	INSURER C: Safety National Casualty Corp	15105	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570097464823 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY31640922 SIR applies per policy terms & conditions	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			MWZU315933	11/30/2020	12/01/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	LDS4060725	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570097464823

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

Proof of insurance for Lyft, Inc. re: the Sundance Agreement. Park City Municipal Corporation and Park City Historical Society are included as additional insureds in accordance with the policy provisions on the General Liability policy where required by written contract but only with respect to liability arising out of the Named Insured's operations. The above Excess Liability provides excess insurance coverage above the referenced General Liability policy. Any such coverage extended to the Additional Insured by the General Liability policy will apply as Primary and Non-Contributory, to the extent of liability assumed under contract. The General Liability policy provides coverage for liquor liability.

CERTIFICATE HOLDER Park City Municipal Corporation PO Box 1480 Park City UT 84060 USA	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 <div style="text-align: center; font-family: cursive;"> Aon Risk Insurance Services West, Inc. </div>
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):

Any person or organization you are required to include as an additional insured by a written contract.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IL 10 (04/18) OLD REPUBLIC UNION INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SCHEDULED PERSON OR ORGANIZATION – PRIMARY AND NON-CONTRIBUTORY BASIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SCHEDULE

Name Of Person Or Organization:

Where required by written contract

A. SECTION II – WHO IS AN INSURED is amended to include as an Additional Insured, the person or organization (referred to throughout this endorsement as Additional Insured) shown in the above Schedule but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” arising out of, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

The insurance provided under this policy to the Additional Insured is primary insurance and we will not seek contribution from any other insurance available to the Additional Insured 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.

However:

1. If the Additional Insured is solely liable for the loss, this insurance shall be excess and shall contribute to the loss as set forth in the policy;
2. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
3. 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 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.

The coverage provided by this endorsement shall be subject to all the terms, conditions and exclusions of the policy and all endorsements attached thereto.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/21/2022

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 Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="width: 80%; text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Liberty Mutual Fire Ins Co</td> <td style="border: none;">23035</td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Ins Co	23035	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Liberty Mutual Fire Ins Co	23035														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Lyft, Inc. 185 Berry Street, Suite 400 San Francisco CA 94107-2503 USA															

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570096918858 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Primary			AS2-695-471695-032	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

570096918858

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proof of insurance for Lyft, Inc. RE: The Sundance Agreement. Park City Municipal Corporation and Park City Historical Society are included as Additional Insured in accordance with the policy provisions on the Automobile Liability policy where required by written contract but only with respect to liability arising out of the Named Insured's Operations. The above Excess Liability provides excess insurance coverage above for the referenced Automobile Liability policy.
 Uninsured Motorists Bodily Injury Limits: \$25,000 / \$500,000.

CERTIFICATE HOLDER Park City Municipal Corporation Attn: Special Events Manager Post Office Box 1480 Park City CA 84060 USA	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 <div style="text-align: center; font-family: cursive; font-size: 1.2em;"> Aon Risk Insurance Services West, Inc. </div>
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CERTIFICATE OF INSURANCE

CI CW A03 10 11

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: Park City Municipal Corporation PO Box 1480 Park City, UT 84060	Named Insured: Lyft, Inc. 185 Berry Street, Suite 5000 San Francisco, CA 94107
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Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Numbers: 648941566			
X	10 – Autos As Defined	2 – Owned Autos Only	3 – Owned Priv. Pass. Autos Only
	4 – Owned Autos Other Than Priv. Pass. Autos Only	5 – Owned Autos Subject to No Fault	6 – Owned Autos Subject to a Compulsory UM Law
	7 – Specifically Described Autos	8 – Hired Autos Only	9 – Nonowned Autos Only
Policy Effective Date: 10/1/2022		Policy Expiration Date: 10/1/2023	
Limits of Insurance:	\$1,000,000	Combined Single Limit (each accident)	
	\$ BI Per Person	\$ BI Per Accident	\$ PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
Proof of insurance for Lyft, Inc. re: Special Event between Park City Municipal Corporation and Lyft, Inc. for the Sundance Film Festival on January 17-30.			
Interested Party Type:			
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.			
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.			

Producer: Commercial Contact Center 8209 IBM DR. BLG 102 Charlotte, NC 28262	
Authorized Representative: Allstate Business Insurance Center (095010)	
	Date: 1/20/2023

POLICY NUMBER: 648941566

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Lyft, Inc.</p> <p>Endorsement Effective Date: October 1, 2022</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>Any person or organization where required by regulation, statute, ordinance, or to the extent required by contract or agreement.</p> <p>As required to provide additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: 648941566

COMMERCIAL AUTO
CA 04 44 10 13

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:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Lyft, Inc.</p> <p>Endorsement Effective Date: October 1, 2022</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p>Any person or organization where required by regulation, statute, ordinance, or to the extent required by contract or agreement.</p>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



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:

LYFT Inc.

Name of Business/Organization

Sundance

Name of Special Event

1/20/23 - 1/29/23

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.

LYFT Inc.

Name of Business/Organization

[Handwritten Signature]

Signature

ETHAN EYLER

Name Printed

Head of Brand Ventures

Title

185 Berry Street
San Francisco CA 94107

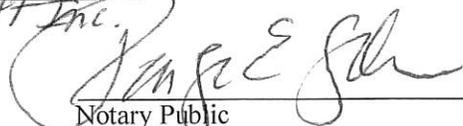
Address and Phone Number

[Handwritten Signature] 1/20/2023



STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

On this 20th day of January, 2023, before me, the undersigned notary, personally appeared Summit County Ethanol 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 Head of Brand for Head of Brand Ventures Tax L.P. Inc.



Notary Public

