



SPECIAL EVENT PERMIT & 2023 SUPPLEMENTAL PLAN

Type of Permit: Level 5 Special Event
Event Name: 2023 Sundance Film Festival
Event Date(s): Thursday, January 19 through Sunday, January 29, 2023
Event Location: Various locations throughout Park City
Permittee: Sundance Institute
Contact Person: Betsy Wallace, Managing Director
Approved By: City Council of Park City
Approval Date: January 12, 2023

The Park City Council has approved the annual Supplemental Plan and Level Five Special Event Permit for the 2023 Sundance Film Festival as part of the current City Services Agreement that was executed on October 30, 2013. This annual Supplemental Plan and Level Five Special Event Permit have been issued under the authority described within the Park City Municipal Code Section 4A based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. Sundance Film Festival is a unique cultural and entertainment activity held for non-profit and for-profit purposes occurring for a limited duration that impacts the City by having use of and impact on City property. The activity requires licensing beyond the scope of normal business, liquor regulations and is a temporary event that does not normally occur within the permitted Venue use as defined by the municipal code and creates public impacts through the following:
 - a. Interruption of the safe and efficient flow of transportation in Park City, including streets or public rights-of-way. Due to the nature of the event, the City proposes changing traffic flow on Main Street, Swede Alley, Park Avenue, and Hillside Avenue to provide a safe and efficient flow of transportation and pedestrian movement in Park City.
 - b. The event uses City Property, including parking and facilities and parks as outlined in the Use Area Matrix.
 - c. The activity requires public safety staffing beyond their normal scope of operations.
2. The event involves the use of an impact on City Property. Based on the degree of City Impacts of anticipated attendance of 70,000, venue use, and transportation and public safety impacts, the event has been determined to be a Level Five, Community Identifying Event based on the following factors:
 - a. Overall attendance is estimated at 70,000 people, with anticipation of 9,000 people in Park City at any one time. The event anticipates 1,700 volunteers throughout the Festival.
 - b. The event is held over ten consecutive days.
 - c. The event has major or severe impacts on surrounding areas and cannot be held within existing Venues or use areas.
 - d. The event has major or severe transportation needs including the requirement for parking removal, requires a transportation mitigation plan, offsite parking, and major residential mitigation. The event also requires increased Park City Transit and requires Sundance to bring in a transportation provider from outside of Park City to provide the services required.

- e. Public Safety staffing is required beyond normal operations including major to severe support in venues and for transportation mitigation. This includes the requirement for public safety personnel from outside of the City's jurisdiction.
3. The Sundance Film Festival is a Community Identifying Event as it honors Park City's unique community goals and enhances the collective goodwill that features distinct traditions, and authentic local culture including ties to the people, places, and history of Park City. It fundamentally aligns with the City's Critical Priorities including Sustainability, Transportation, and Social Equity. While attendance is targeted from outside of Park City and Summit County, Sundance offers robust opportunities to the community, and youth for participation both during the Festival and year-round, including free and affordable options for local Park City and Summit County attendance. Sundance Film Festival also offers affordable options for underserved populations.
4. The City holds a City Services Agreement outlining the dates of the Festival. Special Events Department received a Pre-Application on November 11 and provided Sundance with a notice to proceed with a Special Event Application which was received on December 1.
5. The 2023 Sundance Film Festival will be held Thursday, January 19 through 29, 2023. Set up and breakdown of the event will occur between January 2 and February 5, 2023, or as outlined in the Use Area Matrix, Operations Plan, Transportation, and Parking Plans.
6. The Special Event Manager has required the Applicant to provide Insurance Coverage, waiver and release of damages, indemnification and Hold Harmless Agreement and Certificate of Insurance naming the City as additionally insured.
7. The event is held during a Peak Time, and is allowed to proceed, as it is not a new event and the City holds an Agreement to enable the event on the dates as outlined.
8. Sundance Film Festival provides positive economic, cultural, and community value and aligns with the goals as outlined in the Park City General Plan. The cultural event creates a complete community through its core values and partnerships in Park City with both businesses and the community as a whole and provides diversity, and uniqueness and is one of the defining events Park City Event Calendar. The event does not unreasonably restrict existing public access or adversely impact shared space or the public due to the number of events, the nature of the event, or locations. The event is not primarily retail in nature and provides economic benefit to the City through sales tax, overnight visitation, marketing and branding as compared to community impacts and costs of services.
9. The conduct of the Special Event will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venues as attached to this permit.
10. The conduct of the Special Event will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
11. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
12. The Special Event will not substantially interfere with any other Special Event during the timeframe, or with the provision of City services in support of other events or governmental functions. There are no other Special Events during the Sundance Film Festival timeframe.
13. The event provides sufficient traffic controllers, signs and other City required barriers and traffic devices, monitors for crowd and safety, safety, health, sanitation and facilities to reasonably ensure that the event will be conducted without creating unreasonable negative impacts to the area with due regard for safety and the environment. Additionally, the event provides adequate transportation, off-site parking, and traffic circulation. The event has provided the required insurance and cash deposit to the City, as well as any other services or facilities necessary to ensure compliance with City ordinances.

14. The event does not create the imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
15. The Permittee has obtained approval of other public agencies as required, within whose jurisdiction the event or a portion thereof will occur, and the applicant has obtained approval of private properties of which the event or a portion thereof will occur.
16. The Permittee has been working with City Staff and applicable departments to address the operations of the event. The Permittee demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
17. Staff finds the annual Supplemental Plan for the 2023 Sundance Film Festival is consistent with the measures as outlined in the City Services Agreement as entered into on October 30, 2013 and promotes the City Council's Goals of creating a sense of place. The international event furthers Park City's role as a world-class, multi-seasonal destination resort while maintaining a balance with our sense of community. Sundance helps to support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience. Furthermore, Sundance allows Park City to grow as an arts and culture hub encouraging creative expression.
18. PCHS and Sundance Institute have been collaborating in good faith to uphold the terms of the PCHS Agreement including that a Sundance Film Festival Sponsor, Canon is renting 528 Main Street. Another Official SFF Sponsor, Lyft wants to lease Lot 1 (the back patio) of the building, and PCHS requests to sublease the space.
19. The two subleases do not conflict with one another. The Chief Building Official, City Engineer, Chief of Police, Transportation Director, and Transportation Operations Manager have made findings that the temporary activations are not in the right of way and do not impact health, safety, and welfare including specific consideration for residential impacts, pedestrian, and traffic circulation.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4A.
2. As conditioned the Supplemental Plan is consistent with section 1.2 of the City Services Agreement with Sundance Institute and the Park City Historical Society Lease.

Conditions of Approval:

1. The permittee, unless otherwise affirmatively agreed in writing, at its' cost, shall incorporate such measures as directed by Staff to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Permittee.
2. The Permittee, is required to provide supplemental documents including a Transportation and traffic control plan, Contingency plans, Site Identification and Private Property Use Permission, detailed map showing specifics of event operations as described in section 4A-2-11. Such documents shall be reviewed and approved with conditions administratively by the Special Events Manager in coordination with from the Chief of Police, Transportation Manager, Public Works Director, Chief Building Official and Economic Development Manager or their designees.
3. The permittee is required to provide a sufficient number of traffic controllers, signs and other equipment as required by City, not limited to barriers, fencing, traffic devices, monitors for crowd control and safety, and such measures as directed by City, County or State Staff in order to ensure that any safety, health, or sanitation equipment, services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety and the environment, adequate offsite parking and traffic circulation in the vicinity of the event and

other services or facilities as necessary to ensure compliance with City ordinances in a plan approved by the Transportation Director, Chief of Police and Chief Building Official in accordance with the Transportation Demand Management Plan, Park City Risk Assessment and International Building and Fire Code.

4. The permittee is required to submit a waste and recycling plan which will be reviewed and approved in accordance with the PCMC Event Sustainability Standards. Sundance shall report sustainability statistics in the debrief of the event.
5. In accordance with the Transportation Demand Management Plan, the permittee is required to distinguish a transportation and parking plan, including obtaining private property permission or executing lease agreements for such public property use, that utilizes available public parking and can accommodate the anticipated attendance numbers. Parking for shall be identified, managed and secured for ADA, VIP, Staff and Volunteers, and Drop and Go/Taxi/For-Hire Lot, as well as Transit Services provided and managed by the Permittee. Offsite parking areas for spectators and the general public are required with Transit Service secured by the permittee at the Park City School District and/or Resort properties and the permittee must provide such proof of permission to the City. Such plans shall be reviewed and approved by the Chief of Police and Transportation Planning Manager. Access to area businesses, public facilities residential homes must be maintained at all times.
6. The permittee has requested an exemption to the noise ordinance 6-3-11, Noise will be allowed up to 90 decibels on Friday and Saturday, January 20 and 21 from noon to 11:00 p.m., and up to 90 decibels on Sunday, January 22 through Saturday, January 28 until 10 p.m. The permittee shall work to orient noise activities to minimize sound impacts to the neighboring residents, businesses, and public facilities. If a complaint is received by Park City Police Department, the police department will investigate the complaint. If asked by the Park City Special Event staff or Police Department, the permittee shall turn the noise down to mitigate concerns of noise from surrounding residents, businesses, or public facilities. The permittee shall provide on-site management for each aspect of the event and shall be responsible to ensure that the sound system maintains level adjustments not to exceed provisions of the Park City Noise levels.
7. Noise stemming from the Lyft arcade at 528 Main Street, shall not exceed 65 decibels. If a complaint is received, Lyft shall turn down the noise immediately. If complaints continue all arcades shall be muted for the duration of the activation.
8. The Permittee is responsible for assisting the City in an outreach and communication plan, including event impact information in a form to be approved by the Special Events Manager to surrounding businesses and residents no later than January 10, 2023.
9. The permittee shall provide with a final plan for the 2023 Sundance Film Festival, which includes final site plans, transportation, security/public safety and parking management plans including details of the operations for venues as required by the Special Event Manager, Chief of Police and Transportation Planning Manager no later than December 31, 2022.
10. The Permittee, is required to provide a waiver and release of damages and indemnification insurance coverage in an amount as required by the Special Events Manager or the City Attorney's Office, including \$2,000,000 per occurrence/ \$4,000,000 aggregate general liability, \$2,000,000 Auto Liability each accident, combined single limit (hired/non owned/owned), and \$2,000,000 Liquor Liability and Proof of Workers Compensation in the amounts of \$1,000,000 per accident, \$1,000,000 disease each employee, \$1,000,000 disease policy limit. Such policies shall further name Park City Municipal Corporation as additional insured. The permittee shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees as described in sections 4A-2-6 and 4A-2-4.F.5. The insurance must name Park City Municipal Corporation shall be named as additionally insured. For any claims related to this permit, the Permittee's insurance coverage shall be primary insurance coverage as respect to PCMC, its

officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PCMC, its officers, officials employees, or volunteers shall be in excess of the Permittee's insurance and shall not contribute with it. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Permittee, its employees, agents, and subcontractors.

11. Required Insurance and Hold Harmless Waiver as required above shall be attached to this permit as an exhibit to this permit.
12. All plans for tents, stages, and other temporary structures as well as flammable materials shall be submitted and approved by the Building Department no later than January 12, or no less than one week prior to the first day of set up for each Sundance Theatre, Official Sundance Venue or Official Sponsor Venue.
13. The Permittee is responsible for maintaining a staff and volunteers plan for their venues. Venue Managers contact list shall be provided to the Special Events Manager.
14. The Permittee's use of barricade and signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.
15. All third party approvals including the Park City School District, Summit County and State of Utah, permit approvals required for this event shall be secured by January 19, 2023 and submitted to Park City Municipal Corporation.
16. The Permittee will provide an official Sundance Venue and Sponsor list and sign plan for the event. If Sundance adds a Sponsor after approved by City Council in the Supplemental Plan the Economic Development Manager may approve additional Sponsors at venues with minimal impacts. Any sponsors that are added after Council approval that cause substantial impacts may shall be approved by City Council at a subsequent meeting. Sundance venues and Sponsors using City Property (Use Areas) are outlined in the City Property Use Matrix.
17. All sign plans shall comply with the Park City Municipal sign code and be reviewed by the Parks and Planning Departments.
18. The 2023 Sundance Film Festival will operate for eleven (11) days, plus set up and break down from January 5 to February 5, or as outlined in the Use Matrix. Sundance Institute reserves the right to review and make recommendations regarding the approval of any other Special Event Permit during this time.
19. Sundance estimates overall attendance of the Sundance Film Festival in 2023 in Park City will be 70,000. Sundance shall modify operations as directed by Staff to address any substantive change in conditions created by the growth in attendance to the event with regards to maintaining public safety, traffic, and transportation impacts to the City.
20. Sundance will address any requirements from the Chief Building Official, and Public Safety Personnel regarding the placement of emergency staff and equipment. Sundance will submit an Emergency Operations Plan to be coordinated with Park City Police, Emergency Management and Park City Fire District.
21. The Park City Special Events, Police, Fire, Building Official/Fire Marshal, and Emergency Management Departments have the right to cancel the event upon any condition, violation or weather that jeopardizes the life, safety, or property of the residents or visitors of Park City. The permittee is responsible for providing a schedule of events, and access to any site for purposes of Code Enforcement or Public Safety as outlined by Park City Municipal Code 4A-2-4.
22. The approval identification provided with the approval of this permit must be in possession of the permittee at all times and must be made available for inspection when requested by City authorities or the public.
23. The Chief Building Official, City Engineer, Chief of Police, Transportation Director and Tansportation Operations Manager, and Special Event Manager may impose restrictions on load-in/out times for the activation at 528 Main Street due to pedestrian, traffic or residential impacts.

24. Lyft and PCHS are required to enter into a sublease agreement. In addition, the applicant shall submit the required drawings and operational plans no later than Tuesday, January 17, 2023, at 5:00 p.m. for review by the Building Department.

25. All other Conditions of Approval from the December 15, 2022, Supplemental Plan approval continue to apply.

PASSED AND APPROVED this Thursday, the 12th Day of January, 2023.

PARK CITY MUNICIPAL CORPORATION

DocuSigned by:
Matt Dias
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City Manager, Matt Dias

Attest:

DocuSigned by:
Michelle Kellogg
E5E905BB533E431
Michelle Kellogg, City Recorder

Approved as to form:

DocuSigned by:
Mark Harrington
B7478B7734C7490...
Mark D. Harrington, City Attorney

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Attachments:

- A City Property Use Area Matrix & Leases
- B Sundance Official Venues, Sponsors and Events
- C Transportation & Parking Plans
- D Certificate of Insurance
- E Hold Harmless Agreement

MASTER FESTIVAL LICENSE & CITY SERVICES AGREEMENT CITY PROPERTY USE MATRIX

Sundance Film Festival 2023

Use Area	Address	Use Period *	Intended Use	Type of Use	Basic City Services	Access Control	Traffic Control
Santy Auditorium of Park City Public Library and Education Center, all associated furnishings, fixtures, and equipment; including projection booth & projector, North Field, 16 parking spaces, courtyard and sponsor car display	1255 Park Avenue	Wednesday January 11th through Thursday, February 2nd	Screening venue, tents (Press and Wait list) and operational parking and propane storage, car display	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Park City shall maintain regular Cleaning, Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the field & courtyard for placement of Sundance's Tent & other activities.	Sundance and Park City	Sundance and Park City
Library Rooms 301, 201, 101, North Conference Room & Community Room	1255 Park Avenue	Thursday January 12th through Tuesday, January 31	Concessions/ Hospitality; Wait list Line; Box Office, kiosk, volunteer use, storage	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Same as above	Sundance and Park City	Sundance and Park City
Mawhinney Parking Lot	Park Avenue	January 19 - January 29, 2023	Overflow parking Area	Parking – exclusive via permit in the west half of lot (26 spaces); otherwise public	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance and Park City	Sundance and Park City
Miners Hospital -Entire building with option of pavilion and surrounding park areas. All Parking around facility during the festival.	1354 Park Avenue	December 1, 2022– February 28, 2023	Sundance Festival Office space	Parking – Exclusive-adjacent to Recreation and Miners; Other - Nonexclusive	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance and Park City
PCMC Recreation Building – Entire building	1354 Park Avenue	December 1, 2022 – February 17, 2023	Sundance Storage or other Sundance use	Currently, use as storage	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance and Park City
Miners Park on Main Street	Main Street	Festival Dates (Tuesday January 17th-	Sundance Film Festival or Sponsor Activation	Sponsor Product Placement	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice	Sundance	Sundance

		Sunday, January 29th)		(Acura) and Daily Community Giveaways	removal inside and outside the use area. Sundance is responsible for snow removal from vehicle once vehicle is placed. Sundance is responsible for ensuring crowd does not interfere with Main Street or Sidewalk traffic.		
Bear Bench Walk Way on Main Street	Main Street	Tuesday, January 17th through Monday, January 30th	Sundance Film Festival or Sponsor Activation	Sponsor Product Placement (Acura) and Daily Community Giveaways	Park City shall maintain regular cleaning, waste removal, and snow and ice removal. Sundance is responsible for snow removal from vehicle once vehicle is placed. Sundance is responsible for ensuring crowd does not interfere with Main Street or Sidewalk traffic.	Sundance	Sundance
Park City Museum - First Right of Refusal for Sundance or Sundance Sponsors	Main Street	Tuesday, January 17 through Monday, January 30	Sponsor Use	Cannon & Lyft	Refer to City Lease Agreement with Museum	Sundance	Sundance and Park City
Park Avenue- Between Heber & 9 th St.	Park Ave	January 17	Parking mitigation	Removal of Parking for Permitted Parking	Park City shall place barricades and enforce the operations plan	Park City	Park City
Park Avenue- Between 9th and 14th St	Park Ave	January 17	Parking mitigation	Removal of Parking for Permitted Parking	Park City shall place barricades and enforce the operations plan which includes residential-only parking.	Park City	Park City
Main Street - Entire east & west sides.	Main Street	January 19- January 29	Parking control to increase response time and increase traffic mitigation	Pedestrian	Park City shall place the barricades, provide snow removal and place "no parking" and "drop zone" signs	None	None

North Marsac Parking Lot	Marsac Avenue	January 19th – January 31 , 2023	Public Safety and Emergency Management	Command Center	Park City shall post and maintain Public Safety parking spaces in North Marsac.	Park City	Park City
Brew Pub Parking Lot South & North after January 23	Swede Alley	January 19 through January 30th, 2023	Snow Storage, Drop and Load Area, ADA Parking & UHP Parking	Communications and Snow Storage	Park City shall place the barricades, provide snow removal and place “no parking” signs.	Park City	Park City
Arts District	Bonanza Dr.	January 5 through February 2, 2023	Communication (Mother command center)	Communication	Park City shall maintain regular snow and ice removal inside and outside the use area.	Sundance	Sundance and Park City
Richardson Flat Park n Ride	Richards on Flat Road	January 17 - January 30, 2023	Park N Ride Lot, & Bus staging area	Park N Ride Lot, Bus staging area	LeBus to use Richardson Flat for all bus staging needs during the festival including washing and overnight storage. Park City shall provide waste management, cleaning and snow removal operations.	Park City	Park City
528 Swede Alley	Swede Alley	January 20 – 28, 2023	Lyft Pick Up and Drop Off (PU DO)	Passenger Transportation for Lyft	Lyft is responsible for securing their own barricades. Park City municipal will provide initial snow removal. Lyft is responsible for keeping sidewalk and parking spaces clear of ice and snow. City will secure the lot initially and Lyft is responsible for maintaining space during their use.	Lyft	Lyft

Art District	Kearns Blvd	January 19 – 28, 2023	Lyft driver parking/rest area	Driver Staging / Main Street Traffic Mitigation	Lyft is responsible for snow removal in their use area.	Lyft	Lyft
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**PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
PARK CITY RECREATION CENTER
1400 SULLIVAN ROAD, PARK CITY, UTAH**

Summit County, State of Utah

THIS AGREEMENT, (hereinafter “Agreement” or “License”) dated the ⁶_____ day of
_{December}_____, 2022, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah
municipal corporation (hereinafter “City” or “Licensor”), and the **SUNDANCE INSTITUTE**, a
Utah non-profit corporation, (hereinafter “Licensee”), whose street address is 1500 Kearns Blvd.,
Suite B110, Park City, Utah 84060, and whose mailing address is P.O. Box 684426, Park City,
Utah 84068.

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 D 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 purpose of back offices and storage.
- C. **License Period.** This license is granted for a period from December 1, 2022 (6:00 am) through February 17, 2023 (Midnight). In the event of a conflict, the terms of **Exhibit A** shall control.
- D. **Facilities Licensed.** *USE* : Storage

AREA: Park City Recreation Center
- Entire Building
- E. **Fees.** All applicable fees for the use of the building have been waived through the Master Festival License and City Services Agreement 2013 Amended and Restated, dated 10/30/13.. In addition to the license fee, Licensee shall remit to City a damage deposit of **Five Hundred Dollars (\$500.00)** as security for any damage to the Facility arising from or connected to Licensee’s use of the Facility pursuant to this License.
- F. **Payment Terms.** The damage deposit, totaling **Five Hundred Dollars (\$500.00)** shall become due and payable upon the execution of this Agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to 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 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 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) 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 with regards to the License Agreement, its employees, volunteers, agents and subcontractors.

- 4) 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.
- 5) 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.
- 6) 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 City shall be named as an additional insured on the insurance policies, with respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. 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 from any part of the Facility.

J. **Snow and waste removal.** The City shall maintain regular cleaning, waste and snow and ice removal during the use period. 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. However, in the event of a snowstorm, City streets have first priority, and the Recreation Center parking lots and sidewalks have second priority. Licensee also accepts responsibility for removal of any and all vehicles parked in areas other than the designated surface parking lot. Parking is not allowed on grass areas.

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 access to all entrances are maintained during operating hours (no entrances or exits can be blocked).

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

M. **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, 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.

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

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

If to Licensee: Sundance Institute
PO Box 684426
Park City, Utah 84068

O. **Applicable Laws.** Licensee shall obey all laws, ordinances, and regulations regarding use and occupancy of the Facility. Licensee acknowledges that smoking is prohibited in the Facility.

P. **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.

Q. **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.

R. **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 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 6 day of December, 2022.

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

DocuSigned by:
Matt Dias
D5D5222E88E248E...
Matt Dias, City Manager

Approved as to Form:

DocuSigned by:
Mark Harrington
B7478B7734C7498...
City Attorney's Office

DS
LR

SUNDANCE INSTITUTE, a Utah non-profit
corporation
Post Office Box 684426
Park City, Utah 84068

By: DocuSigned by:
Betsy Wallace

A05A3B6607E34A4...
Name Printed:
Betsy Wallace

Title:
Managing Director

EXHIBIT “A”

Sundance Film Festival Master Festival License and City Services Agreement 2013 Amended
and Restated

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
 2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
 4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
 5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- B.** The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".
- C.** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- D.** There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.
- E.** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- F.** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- G.** A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

- H.** The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

- I.** The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;
2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
3. Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is

amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b)** The construction, erection, or removal of elevators; or
 - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1)** The insurance afforded the vendor does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) 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
- (b) 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.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
ROOMS 101, 201, 301, NORTH CONFERENCE ROOM, COMMUNITY ROOM &
SANTY AUDITORIUM AT THE PARK CITY LIBRARY
1255 PARK AVENUE PARK CITY, UTAH 84060**

Summit County, State of Utah

THIS AGREEMENT, (hereinafter “Agreement” or “License”), dated the 1/9/2023 day of 1/9/2023, 201/9/2023 by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter “City” or “Licensor”), and the **SUNDANCE INSTITUTE**, a Utah non-profit corporation, (hereinafter “Licensee”), whose street address is 1500 Kearns Blvd., Suite B110, Park City, Utah 84060, and whose mailing address is P.O. Box 684426, Park City, Utah 84068.

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 uses and time periods as further specified below, as approved for the Park City Library facility as set forth in **Exhibit A** per the Master Festival License and City Services Agreement and 2023 City Property Use Matrix (“Matrix”) from January 11, 2023, through February 2, 2023, for Park City Library. Licensee will have until March 2, 2023, to complete all repairs and touch ups at Miners Hospital. In the event of a conflict, the terms of **Exhibit A** shall control.
- a. Room 101, 201, 301, North Conference Room and Community Room
Thursday, 1/12/23 – Tuesday, 1/31/23
 - b. Santy Auditorium and Projection Booth
Wednesday, 1/11/23 – Thursday, 1/31/23
 - c. Entry Hall Patio
Wednesday, 1/11/23 – Thursday, 2/2/23
 - d. 16 parking spaces, non-exclusive
Wednesday, 1/11/23 – Thursday, 2/2/23
 - e. Courtyard
Wednesday, 1/11/23 – Thursday, 2/2/23

D. Facilities Licensed.

AREA: Santy Auditorium and Projector Booth

USE:

Screening room and furnishings, fixtures, and equipment, including projection booth and projector

AREA: Room 101, Room 201, Room 301, Community Room and North Conference Room

USE:

Concessions and hospitality, wait list line, box office, kiosk, volunteer use, storage and green room

AREA: Entry Hall Patio (North Library Field)

USE: wait list tent and sponsor car display

AREA: Parking Stalls (16 spots) at Library and Education Center

USE: Parking and propane storage. Non-exclusive.

AREA: Courtyard

USE: Press line tent and sponsor car display

E. **Fees.** Fees are waived pursuant to Master Festival License and City Services Agreement 2013 Amended and Restated, dated 10/30/13. However, Licensee shall remit to City a damage deposit of **One Thousand (\$1,000.00)** as security for any damage to the Facility arising from or connected to 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 determination by City that no damage incurred to Facility as a result of this License.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract 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 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) 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 with regards to the License Agreement, its employees, volunteers, agents and subcontractors.

- 4) 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.
- 5) 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.
- 6) 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 City shall be named as an additional insured on the insurance policies, with respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. 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 maintain regular cleaning, waste and snow and ice removal during the use period. The City shall clear snow and ice and debris from the field and courtyard for placement of Sundance's tent and other activities. Once tent and display vehicles are placed, Sundance shall be responsible for clearing snow from temporary tent and sponsor display. 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. However, in the event of a snowstorm, City streets have first priority and Library and Education Center parking lots and sidewalks have second priority. Licensee also accepts responsibility for removal of any and all vehicles parked in areas other than the designated surface parking lot. Parking is not allowed on grass areas.

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. Any concession sales must receive written, advanced approval from the City Manager or his designee for the City.

N. **City Use.** Licensee acknowledges the Library and Education Center and its tenants will be open for business during the License period beginning Wednesday, January 12, 2023, through Thursday, February 3, 2023, 7:00 a.m. to Midnight. Licensee will not disrupt the City's, nor its tenants' quiet enjoyment of their operations. **Licensee acknowledges it does not have exclusive use of the parking lot, restrooms or common areas, halls, entrances, etc.**

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: Sundance Institute
PO Box 684426
Park City, Utah 84068

Q. **Applicable Laws.** Licensee shall obey all laws, ordinances, and regulations regarding use and occupancy of the Facility. Licensee acknowledges that smoking is prohibited in 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 1/9/2023 day of 1/9/2023, 2023.

SUNDANCE INSTITUTE, a Utah non-profit corporation
Post Office Box 684426
Park City, Utah 84068

By:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation
Post Office Box 1480
Park City, UT 84060
DocuSigned by:
Matt Dias
D5D5222E86E246E...
Matt Dias, City Manager

Approved as to Form:

DS
UR

DocuSigned by:
Mark Harrington
B7478B7734C7490...

City Attorney's Office

Sundance Institute,
a Utah non-profit corporation
P.O. Box 684426
Park City, Utah 84068

DocuSigned by:
By: *Betsy Wallace*
AD5A3B6607E34A4...

(Name Printed)
Betsy Wallace

(Title)
Managing Director

EXHIBIT “A”

Sundance Film Festival Master Festival License and City Services Agreement

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
 2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
 4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
 5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- B.** The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".
- C.** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- D.** There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.
- E.** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- F.** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- G.** A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

- H.** The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

- I.** The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;
2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
3. Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is

amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b)** The construction, erection, or removal of elevators; or
 - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1)** The insurance afforded the vendor does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) 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
- (b) 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.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

1. **Waiver Type** Specific

Contractor Name Park City Municipal Corporation

Address PO Box 1480 Park City, UT 84060

Contract Description 2020 Sundance Film Festival

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

Endorsement Effective	01/01/2023	Policy No.	1515907	Endorsement No.
Insured	SUNDANCE INSTITUTE			Premium
	ACCOUNTING			
	Po Box 684429			
	Park City, UT 84068-4429			

Insurance Company WCF Mutual Insurance Company

Countersigned by _____

**PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
MINERS HOSPITAL
1354 PARK AVENUE, PARK CITY, UTAH**

Summit County, State of Utah

THIS AGREEMENT, (hereinafter “Agreement” or “License”) dated the 12/4/2022 day of 12/4/2022, 2022, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (hereinafter “City” or “Licensor”), and the **SUNDANCE INSTITUTE**, a Utah non-profit corporation (hereinafter “Licensee”), whose street address is 1500 Kearns Blvd., Suite B110, Park City, Utah 84060, and whose mailing address is P.O. Box 684426, Park City, Utah 84068.

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 purpose of Sundance Film Festival Administrative Offices (Production, Transportation, Theatres and Venue Departments).

C. **Facilities Licensed and License Period.** This License is granted for uses and time periods as further specified below, as approved for the Miners Hospital facility as set forth in **Exhibit A** per the Master Festival License and City Services Agreement and 2022 City Property Use Matrix (“Matrix”) from December 1, 2022, through February 28, 2023, for Miners Hospital. Licensee will have until March 7, 2023, to complete all repairs and touch ups at Miners Hospital. In the event of a conflict, the terms of **Exhibit A** shall control.

AREA:

Miners Hospital – 1354 Park Avenue, Park City, Utah

Entire Building from December 1, 2022, to February 28, 2023

Parking around Miners Hospital is non-exclusive use, except from January 16, 2023, through January 29, 2023, when Licensee shall secure the spaces around the Miners Hospital and use them exclusively.

D. **Fees.** All applicable fees for the use of the building have been waived through the Master Festival License and City Services Agreement 2013 Amended and Restated, dated 10/30/13, In addition to the license fee, the Licensee shall remit to City a damage deposit of **Five Hundred Dollars (\$500.00)** as security for any damage to the Facility arising from or connected to Licensee’s use of the Facility pursuant to this License.

E. **Payment Terms.** The license fee and damage deposit, totaling **Five Hundred Dollars (\$500.00)** shall become due and payable upon the execution of this Agreement. The damage deposit shall be refunded to Licensee in full upon the determination by the City that no damage was incurred to 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 designee without further notice and the deposits heretofore collected will be retained as liquidated damages.

F. **Indemnity and Insurance.** The Licensee 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 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) 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 with regards to the License Agreement, its employees, volunteers, agents and subcontractors.

- 4) 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 canceled 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.
- 5) 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.
- 6) 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 City shall be named as an additional insured on the insurance policies, with respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request

certified copies of any required policies. The provisions of this section shall survive the expiration or termination of this Agreement.

G. 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.

H. 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 from any part of the Facility.

I. **Snow and waste removal.** The City shall maintain regular cleaning, waste and snow and ice removal during the use period. 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. However, in the event of a snowstorm, City streets have first priority and the Miners Hospital including area parking lots and sidewalks have second priority. Licensee also accepts responsibility for removal of any and all vehicles parked in areas other than the designated surface parking lot. Parking is not allowed on grass areas.

J. **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 access to all entrances is maintained during operating hours (no entrances or exits can be blocked).

K. This Agreement cannot be altered except by written instrument, signed by both parties.

L. **Sales/Business License.** The Licensee agrees to obtain any required permits, business licenses or liquor licenses that may be required for the event. Any concession sales at this location must receive written, advanced approval from the City Manager or their designee for the City.

M. **City Use.** Licensee acknowledges it does not have exclusive use of the parking lot, or areas outside of the Facility, unless as noted in Section C above.

N. 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, 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.

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

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

If to Licensee: Sundance Institute
PO Box 684426
Park City, Utah 84068

P. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

Q. **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 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.

R. **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.

S. **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 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 ^{12/4/2022} ___ day of ^{12/4/2022} _____, 20^{12/4/2022}__.

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

DocuSigned by:
Matt Dias
D5D5222E88E240E...
Matt Dias, City Manager

Approved as to Form:

DocuSigned by:
Mark Harrington
B7478B7734C7490...

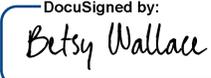
City Attorney's Office

DS
LR

SUNDANCE INSTITUTE, a Utah non-profit
corporation

Post Office Box 684426

Park City, Utah 84068

By: A handwritten signature in cursive script that reads "Betsy Wallace". The signature is enclosed in a blue rounded rectangular box. Above the signature, the text "DocuSigned by:" is printed in a small font.

AD5A3B6607E34A4...

Name Printed:
Betsy wallace

Title:
Managing Director

EXHIBIT "A"

Sundance Film Festival Master Festival License and City Service Agreement 2013 Amended and Restated

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
 2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
 4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
 5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- B.** The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".
- C.** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- D.** There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.
- E.** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- F.** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- G.** A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

- H.** The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

- I.** The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;
2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
3. Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is

amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b)** The construction, erection, or removal of elevators; or
 - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1)** The insurance afforded the vendor does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) 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
- (b) 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.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Sundance Film Festival 2023

PARK CITY / SUMMIT COUNTY - THEATERS

Theaters	Venue Address	Notes and Access
Eccles Theatre	1750 Kearns Blvd. Park City, UT 84060	
Egyptian Theatre	328 Main Street Park City, UT 84060	
Holiday Village Cinemas	1776 Park Ave. Park City, UT 84060	4 screens, limited public screenings, primarily Industry & Press
Library Center Theatre	1225 Park Ave. Park City, UT 84060	
Park Avenue Theater	1800 Park Ave. Park City, UT 84060	Located At DoubleTree by Hilton Hotel Park City
Prospector Square Theatre	2175 Sidewinder Dr. Park City, UT 84060	

The Ray Theatre	1768 Park Avenue Park City, UT 84060	
The Black Box at The Ray	1768 Park Avenue Park City, UT 84060	The Ray - Lower Level
Redstone Theatre	6030 Market Street Park City, UT 84098	3 screens This is in the County, and not part of City approval or permit.

OFFICIAL & PRIVATE FESTIVAL NON-THEATRE VENUES

VENUES	Venue Address	Notes and Access
The Basin Recreation Fieldhouse	1388 Center Drive Park City, UT 84098	Private Event: Opening Night Fundraising Event This is in the County, and not part of City approval or permit.
Festival Headquarters	1895 Sidewinder Dr. Park City, UT 84060	Park City Marriott Hotel
Filmmaker Lodge	550 Main Street Park City, UT 84060	
Iron Horse Warehouse	1150 Iron Horse Drive Park City, UT 84060	Non Public Access (5 units - year round)

Miner Hospital	1354 Park Avenue Park City, UT 84060	Non Public Access Festival Offices for certain departments
The Park	950 Ironhorse Drive Park City, UT 84060	Adjacent to Walgreens
Park City Main Box Office/Pass & Package	136 Heber Avenue, Suite 102 Park City, UT 84060	The Gateway Building
Sundance Institute HQ	1500 Kearns Blvd, Ste B110 Park City, UT 84060	Year round Staff Offices

Sponsors

Presenting Sponsors

Acura
 AMC Networks
 Chase Sapphire®
 Adobe

Leadership Sponsors

Audible
 DIRECTV
 Netflix
 Omnicom Group
 Shutterstock
 Stacy's Pita Chips
 United Airlines
 XRM Media

Sustaining Sponsors

Canada Goose
 Canon U.S.A., Inc.
 DoorDash
 Dropbox
 World of Hyatt®
 IMDb

Lyft
 MACRO
 Rabbit Hole Bourbon & Rye
 Stanley
 University of Utah Health
 White Claw Hard Seltzer

Media Sponsors

IndieWire
 Los Angeles Times
 NPR
 Variety
 Vulture
 The Wall Street Journal

Sponsor Venues - Under Master Festival License

Sponsor/Group	Venue Address	Notes and Access
Presenting		
Acura (with IMDb)	Acura Festival Village - 480 Swede Alley (Bob Wells Plaza) 364 Main Street (Alpine Distillery)	Public More Private access
AMC+	No Venue	-
Chase Sapphire (with Los Angeles Times)	Chase Sapphire on Main - 573 Main Street (ClaimJumper)	Sapphire Cardmembers & Private
Adobe (with IndieWire and Dropbox)	IndieWire Studio, Presented by Dropbox 625 Main Street (Summit/Sotheby's)	Private - Invite Only
Leadership		
Audible (with Variety)	The Variety Studio, presented by Audible 675 Main Street (Kimball Terrace)	Private with some public access
DIRECTV	No Venue	-
Netflix	No Venue	-
Omnicom Group	No Venue	-
Shutterstock	With Canon likely for portrait studio	Private

Stacy's Pita Chips	Stacy's Roots to Rise Marketplace 660 Main Street (X Zoom and Cottage)	Public and Private
United Airlines	No Venue	-
XRM Media	No Venue	-
Sustaining		
Canada Goose	Canada Goose Basecamp - 558 Main Street (PC Fine Arts Gallery)	Public
Canon	Canon Creative Studio 528 Main Street (PC Museum)	Private (filmmakers)
DoorDash	No Venue	-
Dropbox (with IndieWire and Adobe)	IndieWire Studio, Presented by Dropbox 625 Main Street (Summit/Sotheby's)	Private
Hyatt, World of	No Venue	-
IMDb (with Acura)	The IMDb Studio at Acura Festival Village 364 Main Street (Alpine Distillery)	Invite only
Lyft	<ol style="list-style-type: none"> 1. Swede Alley - Behind PC Museum: Pick Up Drop Off 2. Arts and Culture District empty lot: Driver's hub 3. Old Kimball Art Center property - 2 parking lots: Driver's hub 	Public Pick Up Drop Off or Driver's Hub locations. All locations pending confirmation.
MACRO	MACRO Lodge, presented by Chase Sapphire 201 Heber Avenue (Courchevel)	Private
Rabbit Hole Bourbon and Rye	No Venue	-
Stanley	Stanley at the Cabin 427 Main Street (The Cabin)	Public & Private
University of Utah Health	Festival Headquarters Wellness Hub	Public
White Claw Hard Seltzer	608 Main Street (Montgomery Lee).	Public

Media Sponsors		
IndieWire (With Adobe and Dropbox)	IndieWire Studio, Presented by Dropbox 625 Main Street (Summit/Sotheby's)	Private
Los Angeles Times (with Chase Sapphire)	Los Angeles Times Studio presented by Chase Sapphire TBD	Private
NPR	No Venue	-
Variety (with Audible)	The Variety Studio, presented by Audible 675 Main Street (Kimball Terrace)	Private
Vulture	The Vulture Spot 591 Main Street (Lunds Fine Arts Gallery)	Private
The Wall Street Journal	TBD	
Festival Host State		
State of Utah/Utah Film Commission	No Venue	-

Partner Venues - Not Under Master Festival License - Private/Invitation Only

Partner/Group	Venue Address
Institute Associates	
Blackhouse	The Star Bar, 227 Main Street, 3rd floor
Disney StudioLab	TBD
Latinx House	268 Main (OP Rockwell)
1497	The Shop, 1167 Woodside Ave
Gold House	Riverhorse on Main, 540 Main St
Illuminative	The Star Bar, 227 Main Street, 2nd floor
NYU Tisch School of the Arts	317 Main Street, The Eating Establishment

Sundance Parking and Transportation Plans and Operational Analysis

Each year, the supplemental plan for the annual Sundance Film Festival is amended to recognize changes from the previous year per the long-term [City Services Agreement](#). Unless affirmatively modified by both parties, supplemental plans for future Festivals will follow the plan for the previous Festival. Due to the size and scope of the event, a large coordinated effort occurs between every City Department, Sundance Institute, and many community stakeholders in order to both support opportunities and mitigate challenges during the event. We have been coordinating with Sundance to gain perspective from many stakeholders through outreach efforts, as well as create mitigation for the supplemental plans.

Event Timeline and Operations

The Sundance Film Festival will be held from January 19 to 29, 2023. Set up and breakdown will occur between January 2 and February 5, unless otherwise noted in the Use Matrix. Festival and Official Sponsor Activities will occur daily during the dates indicated above between 7:00 a.m. and 2:30 a.m. Set up and breakdown for the festival will occur as described specifically for each venue as described in the Use Matrix included Exhibit C.

- There are no other events currently scheduled during the 2023 SFF. The FIS World Cup at Deer Valley will be held February 2 to 4, which is the weekend following the Festival.
- All Official Sundance Venues and Sponsors are listed in Exhibit C, and will be attached to the Special Event Permit.

Park City Theater Venue Changes

- No new proposed changes with the Temple Har Shalom (in the County) and MARC being removed in line with SFF2022 supplemental Plan. The Festival will use: The Eccles, Egyptian, four Holiday Cinemas, Park Avenue (DoubleTree Hotel), Park City Library, Prospector, and The Ray along with the three Redstone theaters located in Kimball junction in the County.

Official Festival Sponsors.

- New Official Sponsors of the Festival include Wall Street Journal, Lyft, MACRO, Stacy's Pita Chips, Stanley, World of Hyatt, Shutterstock, and United Airlines.
- The following are no longer Official Sponsors: Michelob Ultra, Shadow and Act (Blavity), Aflac, Amazon Studios, Warner Media, Dell Technologies, Unity, The Atlantic, and Southwest Airlines.
- All Sundance Official Sponsors that fall under the Special Event Permit are outlined in Exhibit C.

Venue/Sponsor Changes - City/Public Property include:

- Bob Wells Plaza will return as the Acura Festival Village (details in Exhibit C). As part of their activation, they are requesting a noise variance until midnight on the first Friday and Saturday of the Festival, and 10 p.m. throughout the rest of the Festival.
 - Per section [6-3-11 of the municipal code](#), Noise exemption requests are made to the Chief of Police.
 - The Chief of Police recommends allowing the noise exemption until 11 p.m. on Friday, and Saturday (January 19 to 20), and 10 p.m. on all other days.
 - This was discussed and approved by Council for the 2020 Festival and was successful with no noise complaints received.
 - A final list of activations will be mutually agreed upon and approved administratively by the Special Event Manager and Chief of Police.
- Miners Park will continue as the traditional Acura display, and sponsor activations.
- Bear Bench Plaza is returning as a traditional sponsor giveaway location. The Instagram wall will no longer take place.

Sundance Parking and Transportation Plans and Operational Analysis

- Art and Culture District City property is being requested as a Lyft staging area
- Swede Alley parking area behind Dolly's Bookstore and the Museum will be used exclusively for a Lyft drop and loading area.
- A final list of activations will be mutually agreed upon and approved administratively by the Special Event Manager and City Manager. Anything of major significance may require an additional public hearing and action by City Council.

Venue Changes - Private Property:

- New Official Sponsor Venues include:
 - 427 Main / The Cabin - Stanley
 - 660 Main / Old Zoom Restaurant – Stacy's Pita Chips
 - 675 Main / Kimball Terrace – Audible and Variety

Programs:

- Sundance is committed to improving experiences for audiences and artists of all abilities. Sundance considers "inclusion and accessibility the drivers of institutional excellence and aims for our programs and platforms to reflect these core values at every level." It is Sundance's practice to:
 - Provide closed captioning for all screenings, and audio description whenever possible;
 - Offer sign language interpretation for any event upon reasonable request;
 - Conduct ongoing accessibility audits of all Sundance-hosted in-person and online venues; and

Health and COVID-19 precautions:

Sundance COVID-19 protocols are designed to provide the safest possible experience for the residents of Summit County and all Festival attendees. Protocols will be adjusted when/if needed to adhere to current requirements issued by local health authorities. The festival will no longer require masks or vaccine verification to enter venues and is no longer requesting City Property for COVID-19 testing or verification.

However, given Covid-19, RSV, and the flu, the Festival will strongly suggest patrons wear masks. The Institute has been working diligently with Dr. Phil Bondaurant, Director of the Summit County Health Department, and Dennis Keith, previous Director of Environmental Health Service for Davis County. Yasmin Abbyad, an experienced epidemiologist, has also been working with Sundance Institute to develop plans for this year's event.

Changes to City Operations – Recommended by Staff, not specifically requested, but supported by Sundance

City Parking Plans (including rates and locations) –

The Municipal code states the following in section [9-1-5 Regulation Not Exclusive](#)

The parking regulations established by this Title (Parking Code) are not all encompassing, and additional regulations may be established by posting permanent or seasonal signs stating the additional regulation imposed, or by police officers directing traffic during periods of heavy traffic volume or during periods of emergencies, or during special events as designated by the City Manager.

After the debrief of the 2019 Sundance Film Festival, with many transportation changes, it was clear that with specific input and feedback from the Historic Park City Alliance, we needed to focus on parking rates during the Festival. Staff has continued to work with HPCA and individual merchant outreach through summer events and leading to the Festival. In combination with that engagement, as well as

Sundance Parking and Transportation Plans and Operational Analysis

with the data and analysis of last year's Festival and summer events, staff recommends the following parking rates during the Film Festival. We believe we will strike a better balance between bringing business back to merchants on Main Street the second half of the Festival, while maintaining transportation management.

2023 Sundance Parking Rate Proposed	
Thursday	\$40 Flat Fee
Friday & Saturday	\$50 Flat Fee
Sunday & Monday	\$40 Flat Fee
Tuesday to Thursday	Normal Peak Parking Rates: 8 a.m. to 6 p.m.: \$1 per hour/ 5 th hour \$30 6 p.m. to 12:00 a.m. \$4 per hour
Friday & Saturday	\$7/ hour \$30 Max
Sunday	Rates back to normal
2023 Merchant Parking Areas Proposed	
Business, Carpool, Employee	North Marsac
Business, Carpool, Employee	Gateway
Business, Carpool, Employee	Flagpole
Free - Open to the Public - No Permit Required	Sandridge
Free - No Permit Required	Homestake w existing transit connections
Free - No Permit Required	Richardson Flat w/ Transit (all 10 days of the Festival)

Drop and Loading

There is no parking or drop and loading on Main Street. Drop and load areas are available for anyone dropping and loading (no staging or parking allowed) and do not require a permit or specific brand of plaque. The City has taken on operations of all drop and load areas at the following locations. Drop and Load areas will be managed by Kane Security.

1. South Marsac Lot;
2. Ninth Street Turn Around;
4. Brew Pub North section of the Lot; and
5. Near Courchevel on Main on Heber Avenue.

Lyft has also returned as a Festival sponsor and requests the area behind Park City Museum on Swede Alley as an exclusive Pick Up Drop Off for Lyft. This is the same operation that took place in 2020, with considerable success from the vantage point of City teams. Additionally, Lyft requested the Art and Culture District area as a staging location to provide drivers with a place to rest and reduce their potential for circulation in residential neighborhoods. The Special Event and Transportation Department reviewed the Lyft operational requests and support both requests as a traffic mitigation measure.

Sundance Parking and Transportation Plans and Operational Analysis

Transit

The City's free transit system is imperative to mitigate impacts and improve safety, access, and circulation during the Festival. Sundance has been working in close collaboration with the City and County to develop transit plans for the Festival. Changes to this year's transit plan are outlined below.

10 White-15 minute frequency from 6:40 am-1:10 am

Citywide-15 minute frequency from 11:40pm-1:40am.

6 Silver (Richardson Flat P&R) -Run 20-minute frequency from 5:45 am inbound to Main St. to 2:05am outbound from Main St., Eccles at 2:10 am, service concludes at R.Flat at 2:20 am.

25 Gold- 8:30am-2:00am 20 minute frequency 8:30am-5:00pm, 15 minute frequency 5pm-11:30pm, 30 minute frequency 11:30pm-2:00am.

3 Blue-extends from 5:30pm-11:30pm

Supplemental Transit Provided by Sundance

Sundance will contract with LeBus to provide increased transit services including, but not limited to the following:

Orange 24 Theatre District Express 10-15 minutes frequency 7:05am-12:05am

28 Redstone Looper (1x transit) 10 minute frequency 10:00am-12:50am.

As part of this agreement, the City will sign a lease with LeBus to stage in Richardson Flat park and ride.

City Operations Same as Years Past

Traffic Circulation Changes:

These changes are recommended by City Staff (Transportation Planning, Parking, Transit, Police, Engineer, Building, Special Events) whose goals have focused specifically on changes to reduce residential impacts, and increase transit priority, and ensure emergency access

Based on direction from Council in 2019, Staff has evaluated numerous changes to the Festival transportation plan aimed at increasing public safety, reducing impacts on residential neighborhoods and increasing capacity through a transit first priority. While staff has looked at the "Olympic model", without the major budgets adjustments and satellite parking lots, significant increase in transit fleet and commensurate levels of programming on Main Street, this plan can't be replicated at the current scale of the Festival. Staff instead, focused on operational changes within the existing system that create one ways traffic flows, and reduce access to residential oriented streets and enhance transit access and throughput.

Based on the [success of the one-way Park Avenue circulation plan from 2020](#), and [input from Council on November 18, 2021](#), Expanding circulation pattern including Park Avenue (one way north), Swede Alley (one way south) in both lanes, and Main Street (one way north) in both lanes from Thursday, January 19 to Saturday, January 28 is recommended to help with traffic flow.

Sundance Parking and Transportation Plans and Operational Analysis

The City hired Fehr & Peers, who completed a [peer review](#) of circulation plans, recommends Council defer authority about when to revert back to normal circulation patterns to the Police Chief and City Engineer. Residents with an access pass, public safety/emergency, public works, Sundance venue staff, and transit will be allowed to travel in both directions on Park Avenue, which will remain in place all ten days of the Festival. Only emergency services will be allowed to travel in both directions on Swede Alley and Main Street. HPCA and Sundance are supportive and will work with the City to help communicate circulation changes.

One way street directionality (same as in 2020)

- 4th and 5th Streets - east only further deter traffic from Main Street turning into the residential district.
- Hillside Ave. - One Way West (towards Main Street) to further deter traffic from Main Street entering the residential district and should reduce a large portion of trips on Hillside and reduce the aggravated 2 way traffic on this street. This includes adding possible security at Swede and Main with signage to deter south bound traffic from entering the residential district. Emergency vehicles, City Fleet and Old Town residents would be able to maintain 2-way access.
- Park Avenue (King Road to DV Drive) - One way north to create a flow out of town . Doing so will fundamentally reduce nonresidents from trying to use northern old town to circumvent the system (ie backdoor to Main Street). Exempt (still allowed to travel south bound): Emergency vehicles, PCMC Transit; Residential and Business owners w/access passes; Sundance Festival Venues w/access passes. Staff will work closely with Sundance Institute to ensure Sundance has access to the four venues on Park Ave (Library, the Shop, Miners Hospital and Recreation Building). Additionally staff recommends continuing traffic mitigation at Park Ave and Deer Valley Drive/Empire to further reduce traffic on Park, and continuing Kane security locations to ensure cut through traffic is mitigated. Removal of parking from the east side of Park Avenue is now permanent (pilot program in 2020) will help with snow removal and allow transit better access on narrow roadways. Resident only parking will be on the west side of the street. We will complete outreach with residents to ensure residents that depend on Street parking (don't have private driveway parking), have adequate access to parking in City Park or on the west side of Park Avenue.

Increased Police presence at key intersections

- Increased police at key intersections around the resort base, at 9th and Park Avenue and at the Park Ave/Empire/Deer Valley Drive and Main and Swede to further deter traffic and in some cases direct traffic. We are also adding addition police presence at Grappa intersection (coupled with Kane Security), Hillside and Lower Main to reinforce traffic patterns.

Additional signage at key intersections

- This includes implementing additional no left or no right turns, and having more clearly marked signs regarding where parking is available.

Continued Outreach with Access Passes to Old Town Residents

- While staff has done extensive outreach distributing access passes, the changes added would require additional outreach and boots on the ground. This has been a "team work makes the dreamwork" effort, and additional all hands in approach is needed to pull this additional outreach off.

Traffic Management

Sundance Parking and Transportation Plans and Operational Analysis

The Traffic Operations Center (TOC) establishes the proper network and communications systems to integrate with UDOT, Park City Transit, Police, and the EOC.

The TCC will oversee and monitor critical ITS and transportation network solutions that will include:

- UDOT Closed Circuit Television Camera Surveillance: provides a real-time picture of highway conditions and incidents on routes throughout the highway system and is available on the UDOT traffic mobile application and website.
- Road Weather Information System: provides forecasting, and real-time information on weather and pavement conditions that can then be relayed to the traveling public, incident management personnel, and UDOT to best prepare for traffic conditions. It should be noted that UDOT recently installed a new station at the intersection of SR 224 and Meadows Drive.
- Variable Message Signs: Update and provide the traveling public with advanced warning and real-time information about road conditions, special event impacts, and travel time so the driver can take appropriate action and adjust travel routes and times. Information collected through existing Bluetooth readers will be used to calculate travel times
- Transportation Information Website and Apps: provide real-time information on construction and maintenance projects, road closures, major delays, special events, weather and road conditions, and transit operations.
- Traffic, Transit and Emergency Vehicle Signal Interconnect Coordination: With the recent implementation of Transit and Emergency Signal Priority, the TCC will monitor the traffic signals to allow better access and throughput for traffic, transit and emergency vehicles.

Chain Businesses

Park City has reached a cap of Chain Businesses South of Heber (17). There is still room for chains south of Heber (3).

Environmental Sustainability Plan

Sundance has provided a detailed statement and list of their sustainable commitment which can be found in Exhibit C.

Community Engagement

Staff has been working on community engagement for the Festival and supplemental plan. Staff intends to continue outreach beginning the week of January 5 leading up to the Festival as we have done in years past.

Staff's outreach efforts are outlined in the Staff report under community engagement. The focus of outreach up to this point has been regarding property use and heavily focused on transportation and parking plans.

Information & Outreach

After the Supplemental Plan is approved, staff's focus will shift to Festival operations/implementation and will include the following:

- Continued use of the PCEVENTS text alert system leading up to and during the Festival. During this year's festival we will continue specific Festival Specific Text alert system (FILMFEST), in which Sundance will also help to promote. This text alert system will continue to be used only for emergency and transportation information.
- Local Community Guide posted on website after the Holiday Break (English and Spanish)

Sundance Parking and Transportation Plans and Operational Analysis

- Transportation Impact Map on the City's website by the second week of January (having this up too soon creates confusion).
- Coordination with the Community Engagement Team for Merchant-to-Merchant and Old Town Door to Door residential outreach reminders, HPCA and Chamber Newsletter Reminder, social media outreach and local media interviews. We will continue to push information out to all stakeholders and community partners.

Costs for City Operations

Direct contributions and City service funding necessary to support the SFF comes from the City's General and Transit Funds, both of which are funded through sales tax. Estimated costs and fees are within department budgets.

Item	2023 Estimated Fees and Costs
Transit Services	\$93,294
Police Services	\$336,190
Kane Security (Residential, Pedestrian, Drop & Load, Traffic Management)	\$200,000
City Facility Use	\$32,925
Parks and Streets Equipment & Signs	\$18,655
Parks – Increased Trash and Recycling	\$11,760
Building Maintenance – Increased Cleanings and Products	\$11,520
Parking Removal from Main Street (Special Use of Parking)	\$30,000
Parking Passes for China Bridge	\$18,000
Building Permits	\$17,000
Park City Fire Dept Stand By	\$12,000
Annual Festival Payment (Estimate)	\$310,000
Total Costs	\$1,091,344

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
 2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
 4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
 5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- B.** The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".
- C.** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- D.** There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.
- E.** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- F.** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- G.** A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

- H.** The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

- I.** The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;
2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
3. Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b)** The construction, erection, or removal of elevators; or
 - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1)** The insurance afforded the vendor does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- i. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) 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
- (b) 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.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

1. **Waiver Type** Blanket

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

Contractor Name

Address

Contract Description

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

Endorsement Effective	08/01/2022	Policy No.	1299085	Endorsement No.
Insured	JACKSON ROCK SPRINGS STAGES IN			Premium
	542 S Delong St			
	Salt Lake City, UT 84104-3909			
Insurance Company	WCF Mutual Insurance Company			

Countersigned by _____



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:

Sundance Institute
Name of Business/Organization
Sundance Film Festival
Name of Special Event
January 19 - January 29, 2023
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.

Sundance Institute
Name of Business/Organization
Signature
Betsy Wallace
Name Printed
Managing Director
Title
1500 Kearns Blvd. Suite B110
Park City UT 84060
Address and Phone Number

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

On this 17th day of November, 20 22, before me, the undersigned notary, personally appeared Betsy Wallace, 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 Special Permit for Sundance Film Festival.

Michelle Anderson
Notary Public

