

**SECOND ADDENDUM TO THE 2017 LEVEL THREE SPECIAL EVENT PERMIT AND CITY SERVICES AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION & PARK SILLY SUNDAY MARKET**

This SECOND ADDENDUM is made and entered into in duplicate this <sup>13<sup>th</sup></sup> day of ~~February~~, 2023, with a retroactive date of September 30, 2022, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (“City”), and **PARK SILLY SUNDAY MARKET**, a Utah non-profit corporation, (“PSSM” or “Service Provider”), to amend the Level Three Special Event Permit and City Services Agreement signed and executed by the parties on October 27, 2017, as amended by First Addendum dated February 20, 2020.

WITNESSETH:

WHEREAS, the parties entered into a Level Three Special Event Permit and City Services Agreement on October 27, 2017 (“Original Agreement”);

WHEREAS, the term of the Original Agreement ended September 30, 2020; and

WHEREAS, the term of the First Addendum ended on September 30, 2022; and

WHEREAS, negotiations for a new City Services Agreement are ongoing in good faith; and

WHEREAS, the parties desire to amend the Original Agreement and First Addendum to extend the termination date to September 30, 2023, due to event cancellation during the COVID-19 pandemic in 2020.

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

**1. AMENDMENTS:**

- a. **EXTENSION OF TERM.** The term of the Original Agreement and First Addendum shall be extended to a termination date of September 30, 2023.
- b. **SCOPE OF SERVICE.**

The Scope of Services shall be amended as follows:

**Amend Section B.2. Term**

PSSM agrees to hold the 2023 Market in Park City.

**Amend Section B.2.1 Dates of the Market**

The dates of PSSM shall be held on 11 Sundays, specifically:

June 4  
June 11  
June 18  
June 25

July 9  
July 16  
July 23

September 3  
September 10  
September 17  
September 24

No Market will be held on:

July 2  
July 30  
August 6  
August 13  
August 20  
August 27

**Amend Section B.2.3 Location**

The event will be held on Main Street between Heber Avenue and 9<sup>th</sup> Street. The event will no longer take place on 5<sup>th</sup> Street.

**Amend Section B.2.5(d)**

PSSM must obtain relief from Noise Restrictions (Municipal Code of Park City Title 6, Chapter 3), as amended, for activities occurring on any given Sunday.

PSSM will orient all temporary stages to minimize sound impacts on the neighborhood. All activities will have the following noise schedule:

- No amplified music until noon. From noon until 5:00 p.m. music may not exceed 75 decibels.

**Amend Section B.2.5(n)**

PSSM, at its cost, shall incorporate such measures as directed by City staff and in coordination with the Park City Police Department to ensure safe pedestrian management at the intersection of Heber Avenue and Main Street. This is an estimated cost of One Thousand Two Hundred Dollars (\$1,200.00) per Market,

estimated at Thirteen Thousand Two Hundred Dollars (\$13,200.00) total per year. PSSM understands they will not be paid for this service.

**Amend Section C.6.1 Basic City Services**

PSSM shall be entitled to a waiver of City Services for 11 markets. The estimated City Fee waiver is \$61,311 as outlined in section 6.1.(a)(a-i).

**Amend Section D.9.(b)(c)(ii) PSSM Services, Obligations and Vendor Mix**

No importers are allowed at the market.

**Amend Section D.9.7. PSSM Services, Working Group**

PSSM agrees to create a working group (“Working Group”) that will require at least: two (2) HPCA representatives, two (2) PSSM representatives, two (2) members of the Park City Council, and a representative from the Special Events Department unless otherwise directed by the City Manager. The Working Group will seek to foster and promote cooperation and communication between PSSM and HPCA regarding the selection, inclusion, and oversight of specific vendors that participate or have applied in the Market, and other issues relevant to the Market Contract each year. Meetings will be held as requested by any of the three (3) parties.

**Amend Section E.10.(c)(i)**

PSSM will manage bollard installation for all 11 market dates, at an estimated cost of One Thousand Two Hundred Dollars (\$1,200.00) per Market, estimated at Thirteen Thousand Two Hundred Dollars (\$13,200.00) total per year. PSSM understands they will not be paid for this service.

**Amend Section E.10.(c)(ii)**

PSSM will pay the City for any City Services not credited or waived through Sections E.10(b)(i) or E.10(c)(i) for the 2023 Market.

**Amend Section F.12.**

PSSM shall name and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by PSSM, their agents, representatives, employees, or subcontractors. PSSM shall provide a Certificate of Insurance evidencing:

**Amend Section 12.1(a).** 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.

**Amend Section 12.2(a).** General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

**Amend Section 12.2(b).** Automobile Liability insurance with a combined single limit of not 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. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

**Add Section 12.2(f).** Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider 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 PSSM and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

**Amend Section 12.13(b).** For any claims related to this Agreement, the Service Provider'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 Service Provider's insurance and shall not contribute with it.

**Amend Section 12.13(c).** Should any of the above-described policies be canceled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

**Add Section 12.3(d)** The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

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

3. **ENTIRE AGREEMENT.** This Second Addendum is a written instrument pursuant to Section 1.2 and Section 20.7 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

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

DocuSigned by:  
*Matt Dias*  
D5D5222E86E246E...  
Matt Dias, City Manager

Attest:

DocuSigned by:  
*Michelle Kellogg*  
E5F905BB533F431...  
City Recorder's Office

Approved as to form:

DocuSigned by:  
*Margaret Plane*  
11B5B0F4ACF34C7...  
City Attorney's Office

DS  
UR

**SERVICE PROVIDER:**

Name: PARK SILLY SUNDAY MARKET, a Utah non-profit corporation

Address: P.O. Box 684229

City/State/Zip: Park City, UT 84068

Tax ID#: 12228988-002-STC  
B-013196

PC Business License # \_\_\_\_\_

By: *Kate McChesney*  
E89E604FAF00435  
Kate McChesney, Executive Director

STATE OF UTAH     )  
COUNTY OF SUMMIT     )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, Kate McChesney personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the Executive Director of Park Silly Sunday Market, a Utah non-profit corporation, and that said document was signed by her on behalf of the said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and she acknowledged to me that she executed the Second Addendum to the City Services Agreement Between Park City Municipal Corporation & Park Silly Sunday Market.

\_\_\_\_\_  
Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the 6 day of February, 2023, at Utah / Summit County (insert State and County here).

Printed name Kate McChesney

Signature: *Kate McChesney*  
E89E604FAF00435...



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**5/5/2022**

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

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

<b>PRODUCER</b> Robert Hess and Company, Inc. 1120 Mar West, Suite B Tiburon, CA 94920	<b>CONTACT NAME:</b> Tricia Wallace <b>PHONE (A/C, No, Ext):</b> (415) 435-3775 <b>FAX (A/C, No):</b> (415) 435-9126 <b>E-MAIL ADDRESS:</b> twallace@robhessco.com
APPROVED	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A : <b>Markel American Ins. Co.</b> <b>38970</b> INSURER B : <b>National Casualty Company</b> <b>11991</b> INSURER C : INSURER D : INSURER E : INSURER F :

**INSURED**  
  
 Park Silly Sunday Market  
 PO Box 684229  
 Park City, UT 84060

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>LLiab to participant</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>		<b>KKO0000026504500</b>	<b>5/1/2022</b>	<b>5/1/2023</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>5,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>5,000,000</b> LIQUOR LIAB. \$ <b>1,000,000</b>
<b>A</b>	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<b>X</b>		<b>KKO0000026504700</b>	<b>5/1/2022</b>	<b>5/1/2023</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>	<b>X</b>		<b>XKO0000023504600</b>	<b>5/1/2022</b>	<b>5/1/2023</b>	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N / A</b>				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Park City Municipal Corporation is hereby named as an additional insured. For any claims related to this permit, the Permittee's insurance coverage shall be primary insurance coverage as respects to PCMC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PCMC, its officers, officials, employees, or volunteers shall be excess of the Permittee's insurance and shall not contribute with it.

<b>CERTIFICATE HOLDER</b>  Park City Municipal Corporation P.O. Box 1480 Park City, UT 84060-1480	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**LEVEL 3 SPECIAL EVENT PERMIT AND CITY SERVICES AGREEMENT  
BETWEEN PARK CITY MUNICIPAL CORPORATION & PARK SILLY SUNDAY  
MARKET**

This Level Three Special Event Permit and City Services Agreement is entered into as of October 27, 2017, between Park City Municipal Corporation, a political subdivision of the State of Utah, (“Park City” or “City”), and Park Silly Sunday Market, a Utah non-profit corporation, (“PSSM”).

**RECITALS**

WHEREAS, PSSM has staged the Park Silly Sunday Market, (the “Market”) in Park City under the regulation and authority of annual special event permits issued by Park City;

WHEREAS, Park City and PSSM wish to enter into a contract establishing Park City Main Street as the Market headquarters, maximize planning efficiencies, pool resources, and improve event management to ensure the continued success of the event with minimal impacts to the residents of the City;

WHEREAS, PSSM, a non-profit entity, desires to use certain facilities owned or controlled by Park City and to obtain certain municipal services, fee waivers, and other financial and non-monetary assistance from Park City and others as appropriate in connection with the Market, all under the terms hereinafter provided;

WHEREAS, Park City desires to contract with PSSM to implement additional closures of Main Street, perform marketing and event management services, and to make substantive changes to the transportation plan and parking management plan as specified pursuant to the terms herein;

WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents;

WHEREAS, pursuant to Sections 10-8-2(1) and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is for a corporate purpose consistent with the 2014 Park City General Plan, particularly the Arts & Culture, Tourism Economy, Economic Diversity, and Climate Adaptation Goals, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City; and

WHEREAS, Park City reviewed the direct economic benefits of the Market event to Park City, and the Summary of Revenue Impacts to Park City is incorporated herein by reference. The City Council also finds that, in addition to the services contracted for herein, the Market has numerous additional indirect and intangible benefits which create an additional overall positive economic, sustainable, cultural, and quality of life impacts

on the City, its residents, and its visitors, and nothing herein shall be determined to be a gift or charitable contribution by the City.

## **AGREEMENT**

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

### **A. PRINCIPLES AND RESPONSIBILITIES.**

#### **1. General Principles.**

**1.1 Mutual Cooperation and Flexibility.** Park City and PSSM mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified at Exhibit A of this Agreement and each Market in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the Market event. Park City and PSSM agree that the purpose for cooperation and flexibility is the successful operation of the Market. Both parties understand that plans may change, and are subject to final approval by the City Council.

**1.2 Supplemental Plans.** This Agreement outlines the terms for the respective duties and obligations of Park City and PSSM with respect to the Use Areas and the other items covered by this Agreement. The parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with the Market. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. Supplemental Plans for the 2017 Market are incorporated within this Agreement and changes that promote the efficient and successful operation of the Market may be considered. Failure to agree on changes to the Supplemental Plan will result in use of the existing Supplemental Plans. Any substantial changes in material terms, as determined by City staff, shall require an amendment to this Agreement and City Council approval. The City Council reserves full authority to approve or reject changes in accordance with Title 4, Chapter 8 (as amended) and any other applicable ordinances.

**1.3 PSSM General Responsibilities.** In addition to the responsibilities of PSSM set forth in the balance of this Agreement, PSSM is responsible for the timely submission to City of all annual plans related to the Market, and producing and providing all official information related to the Market to the City.

**1.4 Park City General Responsibilities.** In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to PSSM or its designee by May 1 of each year all official Park City information relevant to the Market and the Use Areas, and promoting

positive support for Park City's involvement in the Market and the opportunities provided thereby. Park City shall cooperate with PSSM by using its best efforts to notify PSSM of any pending City ordinance changes or City right of way projects which could have a negative impact on PSSM and its sponsorship relationships, including those relating to marketing and signage.

**B. TERM AND LEASE OF USE AREAS DURING USE PERIODS.**

**2. Term.** PSSM hereby agrees to hold the 2018, 2019, and 2020 Markets in Park City. Accordingly, this Agreement shall be effective from September 30, 2017, to September 30, 2020, subject to annual renewals below. The Agreement shall renew for an additional two (2) years for the 2021 and 2022 Markets, provided both parties execute written notice of consent to renew by March 1, 2020.

**2.1 Dates of Market.** The dates of the Market shall be held on 14 Sundays from June through September with the following exceptions:

A. Park City Kimball Arts Festival - No Market on the following dates for the Park City Kimball Arts Festival:

August 5, 2018  
August 4, 2019  
August 2, 2020  
August 8, 2021 (pending renewal)  
August 7, 2022 (pending renewal)

B. Tour of Utah - Park City reserves the right to cancel the Market to accommodate a stage of the Tour of Utah each year. Park City shall notify PSSM by March 1 if they desire to invoke this right. The date shall be at the choice of the City with input from PSSM.

C. No Event Day – Park City reserves the right to have one Sunday within the Market Dates identified in Paragraph 2.1 above where the Market doesn't operate. Park City shall notify PSSM by March 1 of each contracted year of the date when the Market will not operate. The date shall be at the choice of the City with input from PSSM.

Each year's Supplemental Plan should be approved by City Council by the second week of April for the Market to begin in June of each contracted year. Any delay in Supplemental Plan approval may necessitate a commensurate delay in the start of the Market.

**2.2 Hours.** The event will last from 10:00 a.m. to 5:00 p.m. Street closures for load in, load out, set up, and delivery would allow street closures from 6:00 a.m. to 8:00 p.m. Park City shall consider expanded hours and special holiday late closures (Opening, July Fourth Celebration, Pioneer Day, Labor Day, and Silly Fest) based on performance and feedback from the Historic Park City Alliance (HPCA), City Council,

the Special Event Advisory Committee, and the public as part of the consideration of annual Supplemental Plans.

**2.3 Location.** The event will be held on Main Street between Heber Avenue and 9<sup>th</sup> Street and on 5th Street from Main to Swede Alley. Park City shall consider expanded venue areas based on performance and feedback from the HPCA, City Council, and the public as part of the consideration of Supplemental Plan, Mid-Event Review, and End of Season Review.

**2.4 Marketing.** Marketing, Media, Cross Promotional, and Public Relations activity and an estimate of value of such activity shall be reported in the Measures of Success during each Supplemental Plan, Mid – Event Review, and End of Season Review/ Debrief.

**2.5 Additional Conditions of Approval.** The following apply unless specifically modified by Supplemental Plans:

- (a) The applicant, at its cost, shall incorporate such measures as directed by staff in order 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.
- (b) Unless specifically approved by the Supplemental or Mid-Event Review, Expanded Market Activities or Expanded Location on Main Street south of Heber Avenue shall terminate by 6:30 p.m. on each Sunday. Main Street north of Heber Avenue shall reopen by 8:00 p.m. Should the applicant not be able to open the street by that time, the closing time of the Market shall be adjusted to meet stated time limits.
- (c) A fire lane approved by the Fire Marshall will be maintained to provide access across Heber Avenue and Main Street at all times of Market operation. Applicant shall provide signage to indicate closures and detour options.
- (d) Applicant must obtain relief from Noise Restrictions (6-3), as amended, for activities occurring on any given Sunday. The applicant will orient all temporary stages so as to minimize sound impacts to the neighborhood.
- (e) Applicant shall comply with all UDABC regulations and obtain applicable approvals for the beer garden area and all other areas of compliance.
- (f) Applicant has met with Park City Police and is aware that the event has grown to a level where it warrants more than routine patrol. Additional cost for increased police services will be incurred by the applicant unless waived by City Council, as per Section 6.1.i.

(g) A base operational plan footprint and sign plan shall be submitted at the Supplemental Plan process outlining placement of no less than 80% of the Market. This will be used as the Approved Operational Market Footprint. All plans for tents, stages, and other temporary structures and activities shall be submitted to the City Representative and the Building Department for review each week of the Market by Thursday at 5:00 p.m. for the Market on the following Sunday. All changes from the Approved Operational Market Footprint must be approved prior to Friday at 5:00 p.m. of that week.

(h) The costs to provide additional City staff, as estimated in the report herein, will be incurred by the applicant, unless otherwise waived by the City Council.

(i) Event staff and Public Safety shall provide an assessment of success of the event pursuant to the criteria listed in the Level 3 Special Event Permit, PCMC Title 4, Chapter 8, and whether the findings, conclusions, and conditions are still correct and/or being implemented. Upon one or more findings that the Special Event Permit is no longer meeting the anticipated vendor/public participation levels justifying the street closure, the above Special Event criteria, or conditions approval, the City Council may amend or revoke this approval accordingly.

(j) As part of the Special Event Permit, the applicant shall provide the Utah State Tax Commission and the City Representative a weekly list of all participating vendors containing the following information: Name, address, and contact information, a Utah State Tax Identification number, and vendor license plate numbers. PSSM shall also provide a list of all participating not-for-profit organizations. Consistent with Section 4-8-7 of the Municipal Code, concessions directly related to the event do not require a regular business license. The Utah State Tax Commission does require a Temporary Special Events Sales Tax License. The Utah State Tax Commission will provide each vendor a Utah State Tax ID Number and PSSM shall require all participating vendors to provide and display such Utah State Tax ID Number, provided by the State of Utah Tax Commission.

(k) Nothing herein shall limit use of Coalition Park by non-vendors in accordance with the Art in the Park Ordinance PCMC § 4-3A-7, as amended.

(l) The applicant shall regularly review the vendor list to ensure the participants reflect the integrity of the Market's purpose and mission, and limit sales of mass produced goods.

(m) Organizers shall return to Council no later than November 1 to conduct a debrief of the Market each contracted year.

**3. Grant of Lease.** Park City hereby grants to PSSM and its designees and assigns, and PSSM hereby accepts, the right for the occupancy and use of the Use Areas for the purposes further described on Exhibit A along with the use of all available utilities,

services, and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and PSSM with respect to the Use Areas is that of landlord and tenant, and may be further defined by Lease Agreement. However, the Lease Agreement shall not conflict with this Agreement or any Exhibit attached hereto. Park City makes no express or implied warranties regarding the Use Areas and PSSM hereby acknowledges it has inspected the Use Areas and accepts the Use Areas "AS IS."

**4. Non-Exclusive Use; Right to Permit.** The Use Areas are public rights of way and PSSM has non-exclusive use as granted herein. During Market hours, PSSM shall have the exclusive right to jury, select, and authorize Market vendors pursuant to the criteria herein and PSSM's internal guidelines and contracts. Otherwise, no right to exclude is hereby granted except as may be required by applicable law (UDABC alcohol areas). Businesses adjacent to and within the Use Areas shall remain eligible for outdoor/sidewalk sales as otherwise provided for in the Municipal Code.

**4.1 Access Prior to Use Periods.** Unless otherwise set forth herein, Park City and PSSM shall cooperate to arrange times that PSSM and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing, and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain temporary improvements such as installation of cables, conduits, curb cuts, signage, and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the requirements outlined herein.

**4.2 Lawful Use.** During the applicable Use Periods, PSSM will not use, operate, or maintain the Use Areas improperly, carelessly, in violation of any applicable law, or in any manner contrary to that contemplated by this Agreement.

**4.3 Permitted Uses.** PSSM is granted use of the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, with City approval, for the purposes indicated on Exhibit E-1; including for the moving in and out, and the construction, erection, and staging of decorations, trash, recycling, and other temporary facilities and installations and other temporary improvements, lighting, sound systems, booths, stages, tents, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs, and other merchandise to persons attending the Market; for advertising, marketing and promotion; and for any other purpose related to the Market.

**4.4 Restoration.** PSSM shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, PSSM shall, at its sole cost and expense, remove all temporary improvements and modifications located in or on the Use Areas, unless otherwise agreed upon in writing by the Parties.

## **5. Permits and Licenses.**

**5.1 Permits and Licenses.** PSSM shall be solely responsible for any building or other permits necessary for its temporary improvements or food operations.

**5.2 Special Event Permit.** The City hereby finds the Market to comply with the Municipal Code of Park City Section 4-8-5. Upon execution of this Agreement, Park City shall issue to PSSM a Special Event Permit that covers all activities of PSSM described in this Agreement that may require such a Permit. Annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval, transportation, security, and waste/recycling plans, and all other required permits, approvals, variances, etc., that may be encompassed by the Special Event Permit for each Market. PSSM will coordinate with the City and any other approved special event applicants to ensure that the impacts of events are minimized to the surrounding community. A list of other approved or proposed Special Events during the Market dates shall be included within the supplemental plan review each Market season.

**5.3 Permits and Licenses Issued by Other Governmental Authorities.** PSSM shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses, and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to PSSM's use of the Use Areas during the use periods. Park City shall support and cooperate with PSSM in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize PSSM to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

**5.4 Governmental Ordinances.** The Special Events Department shall support and cooperate with PSSM in obtaining permits as necessary concerning any local, City, County, or State ordinances, rules, laws, and regulations to assist PSSM in hosting and staging the operations of the Market and related activities in Park City.

## **C. PARK CITY FACILITIES AND SERVICES.**

### **6. City Services.**

**6.1 Basic City Services.** In addition to enhanced restroom and trash service provided to all events, at no additional cost to PSSM, Park City will provide the following City Services:

- (a)** PSSM shall be required to pay for costs of City Services for three (3) markets, and entitled to a waiver of City Services for eleven (11) markets for the following:

- a. Special use of parking fees for any approved Use Areas.

- b. Building permit fees and inspection fees for all tents and temporary structures.
- c. Transit Department fees (labor and operational costs) for re-routing transit and moving 2 stops on Park Avenue.
- d. Transit Department for re-routing Main Street Trolley.
- e. Parks Department for street banner installation (does not include banner costs).
- f. Application fees for the Special Event Permit.
- g. Use of City owned type 1 and bicycle barricades, if determined necessary by the Park City Police Department.
- h. Use of two (2) municipal mobile electric text signs, as otherwise agreed to in accordance with mutually acceptable Supplemental Plans concerning traffic control.
- i. Enhanced Police Patrols including five hundred thirty two (532) hours. When additional services are determined necessary by the Park City Police Department, PSSM is to be involved in these discussions.

Departments	Item	Estimated
<b>Number of Markets</b>		<b>14</b>
<b>Financial Contribution</b>		<b>\$15,000.00</b>
<b>Basic City Services Total</b>		<b>\$78,183.70</b>
<b>Total City Funding</b>		<b>\$93,183.70</b>
<b>PSSM Fees</b>		<b>\$16,753.65</b>
<b>Parking Department</b>	Parking Spaces for 14 days	\$22,050.00
<b>Public Safety (Police)</b>	532 Hours	\$39,900.00
<b>Transit</b>	15 Hours	\$2,250.00

<b>Parks</b>	Banner Installation	\$648.70
<b>Building</b>	Inspections & Permits	\$7,575.00
<b>Special Events</b>	Annual Permit Fee	\$160.00
<b>Streets</b>	2 VMS/ Electronic Signs	\$5,600.00

(b) PSSM shall be entitled to use of Park City Main Street and other use areas at no cost, as outlined within Exhibit A.

PSSM may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the Market. If such adjustments require Park City to provide services which exceed the level or type of City services in the aggregate that Park City is committed to provide in Section 6.1 herein, then such services shall be considered Additional City Services to be paid for by PSSM under Section 6.2.

### **6.2 Additional City Services and Work Order Process.**

PSSM may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City services to be provided by Park City to promote the efficiency and success of the Market. PSSM may request services from Park City in addition to basic City services under this Agreement, either due to quantity, frequency, or type of service requested (collectively, "Additional City Services"). If such adjustments require providing services which exceed Eighty Five Thousand Dollars (\$85,000.00), then the two parties will meet to negotiate an amendment to this Agreement to address the payment of these additional costs.

### **6.3 City Services Financials.**

(a) Park City agrees to keep accurate books and records of expenditures related to City Services provided to the Park Silly Sunday Market. Park City shall provide these financials for City Services for the Council debrief due by November 1. PSSM or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours.

(b) All estimated City and PSSM expenses related to City Services must be included in the Supplemental Plan and provided to PSSM for review by March 30 of each contract year.

**6.4 Event Survey.** PSSM shall conduct a limited survey of the Market attendees geared at measuring event impact as well as benefit to the local community and economy. Park City will have the right to provide input to said survey and methodology, and changes shall be mutually agreed upon by both parties. PSSM will be responsible for any costs to complete this survey.

## **7. City Representative.**

**7.1 Event Representative.** Prior to and during the Use Periods, Park City shall designate at least one (1) full-time employee to serve as its “City Representative” for the Market, who shall be the operational liaison between Park City and PSSM and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at PSSM’s request, access to and street closure(s) (if applicable) of the Use Areas is provided to PSSM upon commencement of the Use Periods, (c) serve as Park City’s representative for the services of any Park City personnel provided pursuant to this Agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to the Supplemental Plan. The City Representative shall generally be Special Events staff for the City, unless otherwise approved in advance by PSSM, which approval shall not be unreasonably withheld or delayed.

**7.2 Management Representative.** Park City shall also designate at least one Departmental Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The costs of providing the City Representative and the Management Representative to provide services under this Agreement shall be borne solely by Park City. The Management Representative shall, if requested by PSSM, assist PSSM with the formation of a logistics coordination team.

**7.3 Management Meetings.** The Event Representatives and Manager shall meet to review Market operation, the Supplemental Plan, and the terms of this Agreement. Any changes to this Agreement or Supplemental Plan shall be approved prior to the first operational date of the Market.

## **8. Parking and Transportation.**

**8.1 Transportation Plans.** PSSM, with coordination from PCMC, shall develop and implement plans for traffic control around Main Street as part of the Supplemental Plan to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking, road closings, and any enhanced transit service to off-site shuttle lots and paid parking. Park City shall modify and as necessary expand the public City Transit service, at PSSM’s expense, to meet the increased public

demand during the Market consistent with the purposes of the Agreement and the needs of the public, including patrons of the Market. The system will remain open to the public and will service the existing transit routes. The transportation plans contemplated by this paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods, and are not to be construed as the provision of "charter" services.

**8.2 Cooperation in Main Street Closing.** Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and PSSM both agree to support and cooperate with one another if both parties agree to close all or a portion of Main Street for pedestrian use only or restrict traffic to one-way during some portion or all of the Use Periods.

**8.3 Parking Areas.** Park City shall make available to PSSM for non-exclusive use the upper and lower Sand Ridge parking lots and the top level of the China Bridge Parking Structure for PSSM vendors and staff in accordance with Exhibit A.

#### **D. PSSM SERVICES.**

**9. PSSM Obligations.** As consideration for the City support herein, PSSM agrees to the following:

- (a) Vendor mix – PSSM agrees to regulate their vendor mix to mitigate for potential of adverse impacts to brick and mortar Main Street businesses: PSSM shall continue to develop the local growers' area of the Market. PSSM shall develop a plan to define a specific vendor mix and category type for approval with the Supplemental Plan. In developing a vendor mix plan, PSSM may consider any written recommendations from the working group regarding vendor mix. PSSM's vendor mix plan shall specify a number of vendor types allowed or a percentage of vendor types allowed that may include, but is not limited to the categories listed in Sections 9.2 and Exhibit A;
- (b) On-Site Food (not to exceed 12 total) PSSM agrees to this number for On-Site Food Vendors at each market.
  - a. No on-site food vendors south of Heber.
  - b. PSSM agrees to offer first right of refusal to HPCA on 3 of each type of food vendor (onsite food, gourmet food, and snack food). PSSM agrees to offer second right of refusal to the Park City Restaurant Association. As previously noted, on-site food vendors shall not exceed a total of 12.
  - c. In an effort to minimize direct negative competition to HPCA merchants and unwanted mass-produced items, PSSM shall develop, implement, and manage criteria and in season follow-up for all vendor admissions to the Market. PSSM may consider any suggestions from the working group in

developing criteria for vendor admissions to the Market. This criteria shall include specific definitions and review/checking procedures of vendor product verification, including the following:

- i. No more than 12 jewelers at each market.
- ii. No more than 6 importers at each market.

(c) HPCA access to vendor space – PSSM agrees to provide:

- i. One 10’x10’ vendor booth space with full set up for HPCA member use each week.
  - a. HPCA Deadline of May 1st, for June Market dates, and subsequently on the first of each month through August 1<sup>st</sup>. Any unfilled dates that are not reserved by the HPCA deadline will be opened to be filled by other at-large vendors as pertains to the Vendor Mix requirements, and subsequently on the first of each month through August 1.
  - b. HPCA members who are scheduled and fail to notify PSSM prior to 5:00 p.m. on the Thursday before the scheduled Sunday will receive a bill for \$150.00 as a cancellation/no show fee. The next scheduled HPCA member will not be permitted to participate or load-in if the cancellation/no-show fee has not been paid.
  - c. Space in the PSSM Information kiosk/table for HPCA outreach, coupons, information, etc.

(d) Annual Review(s) – PSSM agrees to:

- a. Approval of supplemental plan and review of specific operational plan.
- b. Debrief of Market - is Market being operated consistently with service contract and Council goals?
- c. Mid-Event Review –A mid-event review, which will consist of a Manager’s Report to City Council or Work Session by August of each contracted year.
- d. PSSM profit and loss information and business plan made available to City Hall upon request. PSSM will have up to ten (10) business days to fulfill request.
- e. Financial information regarding contributions to PSSM pursuant to this Agreement made available to City.

- 5 Demonstrated and Measurable success – The following performance measures will be reviewed annually as part of the annual Supplemental Plans:
- a. “Measures for Success” as defined in Exhibit B.
  - b. Attendance – average attendance targets shall be established and verified annually by staff and PSSM to monitor growth of the event.
  - c. Traffic Impacts – Work with Park City to review and create an incentive program for attendees that take alternative modes of transportation. This will include a bike valet located in close proximity to the event, as well as supplemental parking outside of the Old Town core with free transportation to the event. PSSM and Park City will work to track alternative forms for transportation to and from the event as an absolute number and a percentage of event attendees. PSSM and Park City will determine a traffic baseline, and provide plan to lessen vehicle impacts annually.
  - d. Sustainability Efforts and Impacts – Work with Park City on reduction of the Market’s carbon footprint, ensuring that the Market remain a zero waste event, and shall maintain diversion rate of 80% or better, as established in 2017, PSSM shall:
    - Identify position that will be in charge of managing waste, recycling, and sustainable efforts for day of contact and support.
    - Track waste diversion rate for trash, recycling, and compost in pounds, and provide a plan to increase diversion rate annually.
    - Recycling and compost is required for all event areas. All recycling areas must be accompanied with trash cans.
    - Create a plan to increase the use of reusable or recyclable event materials (banners, signage, brochures, etc...).
    - Eliminate the use of plastic bags, single use plastic bottles, and styrofoam throughout the event (PSSM to require use of reusable or compostable serving utensils/bags/packaging for all event vendors, participants and attendees).
    - Enforce no idling policy for vendors, staff, and attendees. Include contact person who oversees this enforcement.

- As requested by Park City, PSSM will serve as a partner in creating Green Event initiatives to help other events become more sustainable.
- e. Community benefits –PSSM shall report at the annual review the year round efforts to support the community at large including but not limited to, sustainability efforts, non-profits, business incubation, arts and culture, and Park City youth, seniors, and other underserved constituents. PSSM shall conduct a limited survey of market attendees geared at measuring benefit to local community. Park City reserves the right to provide input to said survey and methodology, and changes shall be mutually agreed upon. This should be conducted with requirements for UTIC funding.
6. Limitation on use of funds - PSSM shall provide financial reports at the annual review that will outline the use of funds tied directly to contributions received by PSSM from Park City pursuant to this Agreement. These contributions will not to be allowed for executive or director salaries.
7. Working Group – PSSM agrees to create a working group (“Working Group”) that will include at least: (a) two (2) HPCA representatives; (b) two (2) PSSM representatives; and (c) two (2) members of the Park City Council. The Working Group shall seek to promote and foster cooperation and communication between PSSM and the HPCA regarding PSSM’s selection, inclusion, and oversight of specific vendors that participate or have applied to participate in the Market and any other issues relevant to the Market each contract year.
- 9.1 **Park City Main Street Venue.** Park City’s Main Street shall be recognized as the headquarters of the Market each contract year.
- 9.2 **Marketing and Public Relations – Press Releases and Promotional Materials.** PSSM shall include a reference to “Park City, Utah” in all press releases made and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and the HPCA promoting Park City, Utah, generally. PSSM agrees to aggressively market residents and visitors to attend the Market on Main Street Park City, Utah, using the following mechanisms:
- A. [www.parksillysundaymarket.com](http://www.parksillysundaymarket.com);
  - B. On-site event promotions;
  - C. Weekly radio and TV spots; and
  - D. Weekly email blast and social media updates
- 9.3 **Cooperation with Chamber Bureau and Business Associations.** PSSM and Park City shall use best reasonable efforts to coordinate with the Park

City Chamber Bureau and other business associations as the City staff may from time to time suggest to solicit business support and minimize adverse impacts on the community.

## **E. FINANCIAL**

**10. City Services Agreement.** Subject to annual budget appropriation, Park City hereby agrees to make the following annual contributions to PSSM towards the cost of the Market for the term of this Agreement:

Contracted Years 2018, 2019, 2020

- (a) Annual cash payment for 2018, 2019, 2020 period October 1, through September 30, will be as follows:
  - (i) Fifteen Thousand Dollars (\$15,000.00) will be for zero waste program, and mentor as part of the Green Event program at the City in 2018, 2019, and 2020. No cash will be provided after 2020.
- (b) Annual fee waivers, based on a combination of the following:
  - (i) Fee waivers – Sixty Thousand Five Hundred Dollars (\$60,500.00) in City Service fees for Basic City Services as estimated based on 2017 Fee Reduction Analysis. The City shall waive Basic City Services for 11 of the 14 Market dates. PSSM shall pay for Basic City Services for 3 of the Market dates.

Pursuant to Section B.2, financial consideration shall be evaluated at the end of the third year (2020) upon the intent of renewal or extension of this Agreement.

**10.1** Park City agrees that this Agreement and all Park City's obligations and contributions shall be included in the City Manager's recommended budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council no later than June 30 of each year. If such budget is not approved prior to June 30, PSSM and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by July 15, PSSM may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. Payment shall be made within fifteen (15) business days of Supplemental Plan approval. No payments shall be made to PSSM prior to approval of the Supplemental Plan. Similarly, should PSSM dissolve or file bankruptcy, PSSM may terminate this Agreement upon ninety (90) days prior written notice prior to that year's Market, without recourse or further claims by Park City.

**10.2** PSSM agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books and

records at reasonable times and places during ordinary business hours provided that thirty (30) days written notice of the audit is provided to PSSM and such notice contains a reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense. If the contributions have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. PSSM agrees to turn in all IRS forms, updated business plans, and other similar financial information by November 1 of each contracted year.

## **F. INSURANCE AND RISK MANAGEMENT.**

### **11. Indemnifications.**

**11.1 PSSM's Indemnity.** PSSM shall indemnify and hold the City, and their 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 and/or performance of any terms of this Agreement. However, if such claims are caused by or are the result of concurrent or contributory 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 PSSM. Nothing herein shall require PSSM to hold harmless or defend the City, its agents, employees, and/or officers from any claims arising from the sole negligence or intentional misconduct of the City, its agents, employees, and/or officers. PSSM expressly agrees that the indemnification provided herein constitutes the PSSM'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 PSSM claims or recovers compensation from the City for a loss or injury that PSSM would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. Nothing herein shall waive any provision, defense, or limitation of the Utah Government Immunity Act.

**11.2 Waiver of Claims Against Park City.** PSSM shall not make any claim against Park City or its officers, employees, and agents with respect to any liability incurred by PSSM to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, use of the Use Areas, or the Market, except to the limited extent such liability results from the willful misconduct of Park City, its officers, employees, or agents.

## **12. Insurance.**

**12.1 Insurance.** PSSM shall procure and maintain at its own expense throughout the Exclusive Use Periods the following insurance:

- (a) \$500,000 Workers' compensation insurance for PSSM employees, including statutorily required limits and other requirements of law.
- (b) All employee benefit programs and coverages required under ERISA, unemployment insurance, and any other insurance required by State or federal laws.

**12.2 PSSM Liability Insurance.** Prior to commencement of any activity in Park City under this Agreement, PSSM shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverage, whether by separate policies or by endorsement:

- (a) Commercial general liability policy, with combined single limits of Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in aggregate.
- (b) Automobile general liability policy, with a limit of Two Million Dollars (\$2,000,000.00).
- (c) Liquor Liability Coverage Part on the commercial general liability policy in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate.
- (d) PSSM shall require any hired security company to provide a policy of liability insurance and name PSSM and Park City as additional insured on the policy with limits set forth in 12.2(a) and 12.2(b).
- (e) PSSM shall require any hired transportation company to provide a policy of liability insurance and name PSSM and Park City as insured on the policy with limits set forth in 12.2(a) and 12.2(b) above.

**12.3 Additional Requirements.** The insurance provided by PSSM pursuant to Section 12.2 of this Agreement:

- (a) Shall be written on an occurrence basis, and shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with PSSM's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines, and expenses that arise out of or in connection with the acts or omissions

of Park City incident to PSSM's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents.

- (b) Shall provide that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees.
- (c) Shall provide that such insurance shall not be altered or cancelled without thirty (30) days' prior written notice to Park City.

**12.4 Park City Liability.** Nothing herein shall waive any provision, defense, or limitation of the Utah Government Immunity Act.

#### **G. MISCELLANEOUS.**

**13. License for Use of PSSM Marks.** PSSM grants to Park City a license to use PSSM's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to restrictions prohibiting any commercial use of such marks.

**14. License of Park City of Utah Logo, Name, and Marks.** Park City hereby grants PSSM a non-exclusive license to use for the effective term of this Agreement, any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the Market, (b) providing map and way finding information, and (c) advertising or promoting the Market; but specifically excluding any license for the sale of any novelties or merchandise.

**15. Photography and Broadcast Rights.** PSSM shall have the non-exclusive right to arrange, conduct, or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. PSSM shall have the non-exclusive right to record, to broadcast, and to permit media coverage of PSSM's activities in Park City with a film permit.

**16. Sponsorships.** PSSM shall have the exclusive right to sell sponsorships and suppliers of and other rights of affiliation with the Market and events staged or conducted by PSSM in the Use Areas.

**17. Representations and Warranties.**

**17.1 Representations and Warranties of PSSM.** PSSM hereby represents and warrants that (a) PSSM is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Utah, (b) PSSM has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by PSSM and the performance by PSSM of its obligations hereunder have been duly authorized by all necessary corporate action, and (d) this Agreement has been duly executed and delivered by PSSM and is a valid and binding obligation of PSSM.

**17.2 Representations and Warranties of Park City.** Park City hereby represents and warrants to PSSM that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, and (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

**18. Unforeseen Circumstances.** Either party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war, or any law or supervening illegality. In any such event, such party shall not be liable to the other for delay or failure to perform its obligations.

**19. Dispute Resolution.** The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and PSSM's Manager or other person designated by PSSM as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to Park City's Manager Representative and PSSM's Managing Director. Either party may invoke such procedures by presenting to the other party a "Notice of Request for Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either party may require that the matter be referred for resolution to the City Manager of Park City and the Managing Director of the Market. A telephone conference of the City Manager of Park City and the Managing Director shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours

after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the Managing Director are unable to resolve the dispute, then the parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. Both parties shall share the costs of such mediation equally. In the event that the parties are unable to agree on a mediator, then each party shall select one (1) mediator and the two (2) mediators shall select a third mediator. Each party shall bear the cost of the mediator chosen by that party and the parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

## **20. Other Miscellaneous Terms.**

**20.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Utah, without reference to principles governing choice or conflicts of laws.

**20.2 Severability.** If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

**20.3 Assignment and Delegation.** Neither party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs, and assigns.

**20.4 Waiver.** No action taken by either party shall be deemed to constitute a waiver of compliance by such party with any representation, warranty, or covenant contained in this Agreement. Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such party of any subsequent breach.

**20.5 Headings.** The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

**20.6 Consent.** Unless otherwise specifically noted herein, the consent of any party to any action may be made in such party's sole discretion. All consents or approvals hereunder shall be given without delay by either party.

**20.7 Entire Agreement.** This Agreement, together with any attached Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms, or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein.

**20.8 No Third Party Beneficiaries.** This Agreement is intended for the sole benefit of Park City and PSSM and there are no third party beneficiaries to this Agreement.

**20.9 Notice.** Unless otherwise specified herein, all Notices, requests, consents, and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "Notice" or "Notices") shall be given to or made upon the parties at their respective addresses set forth below, or at such other address as a party may designate in writing delivered to the other parties. Unless otherwise agreed in this Agreement, all Notices, requests, consents, and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("*fax*") (with a copy sent the same day by first-class mail), or by certified first-class mail, return receipt requested, postage prepaid, to the party or parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur on the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur on the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

**If to Park City:**

Economic Development Manager  
Park City Municipal Corporation  
PO Box 1480  
445 Marsac Avenue  
Park City, UT 84060-1480  
Tel 435-615-5000  
Fax 435-615-4901

**With copies to:**

City Attorney  
Park City Municipal Corporation  
PO Box 1480  
445 Marsac Avenue  
Park City, UT 84060-1480  
Tel 435-615-5025  
Fax 435-615-4916

**If to PSSM:**

Kate Boyd – Executive Director  
Park Silly Sunday Market  
PO Box 684229  
Park City, UT 84068  
Tel. 435.714.4036  
Email [kate@parksillysundaymarket.com](mailto:kate@parksillysundaymarket.com)

**20.10 Reserved Police Power.** The City expressly reserves, and PSSM expressly recognizes, the City’s right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City and may deem necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties.

**20.11 Nondiscrimination.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, PSSM will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. PSSM shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. PSSM will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas  
Jack Thomas, Mayor

Approved as to Form:

Mark D. Harrington  
Mark D. Harrington, City Attorney

Attest:

Michelle Kelley  
City Recorder



PARK SILLY SUNDAY MARKET

Kate Boyd  
Kate Boyd, Executive Director

**ACKNOWLEDGEMENT**

STATE OF UTAH )

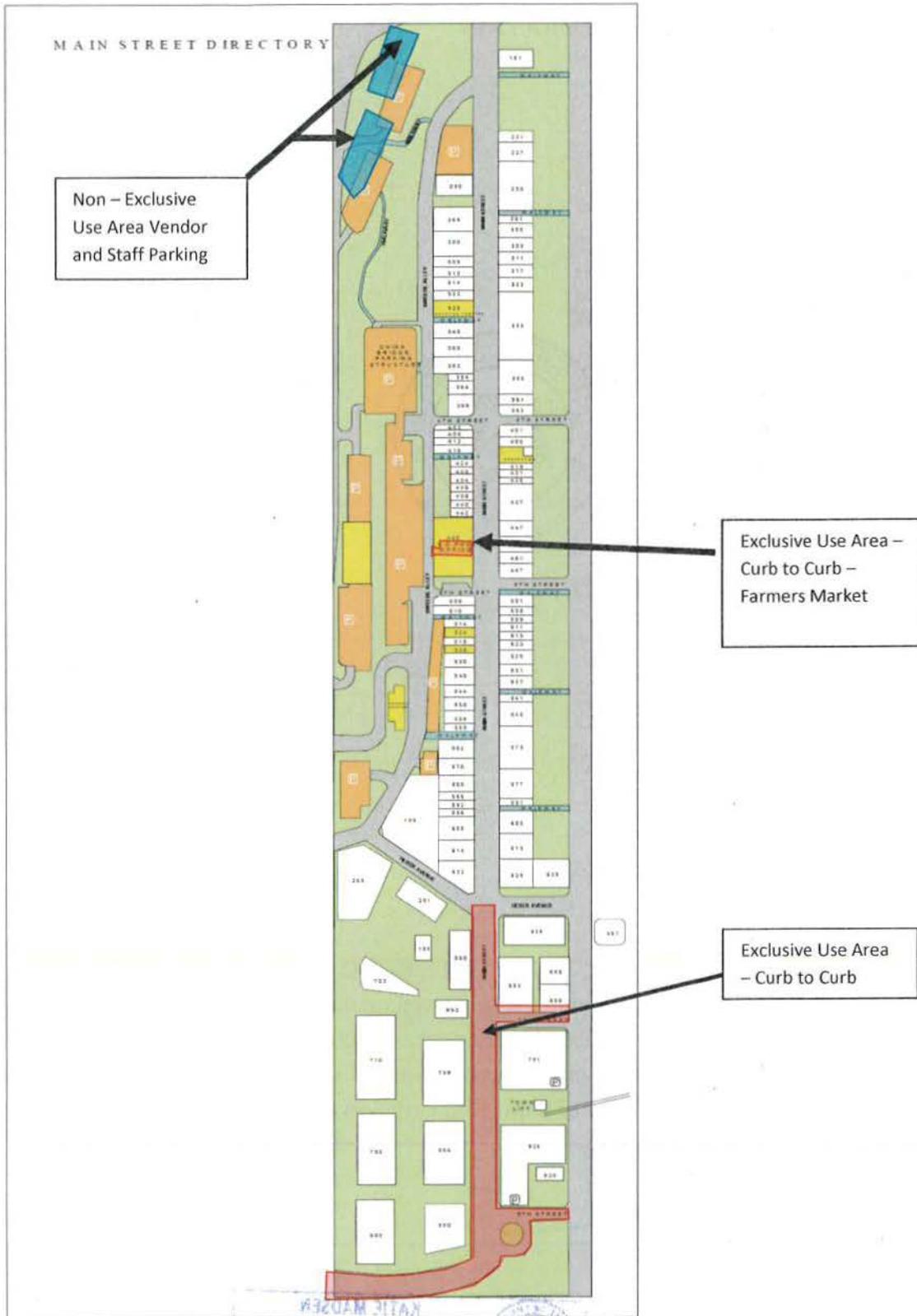
COUNTY OF Summit

On this 26th day of October, 2017, KATE BOYD personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she is the Executive Director of PARK SILLY SUNDAY MARKET, a Utah nonprofit corporation, and she acknowledged to me that she executed the Level 3 Special Event Permit And City Services Agreement on behalf of the corporation.

Katie Madsen  
Notary Public



**Exhibit A – PSSM 2017 Use Areas**



KALIE WARDEN  
Notary Public - State of Utah  
Commission Number 688782  
M. D. Commission Expires 12/31/2020

2017 PSSM Key

SVE Booth	Restrooms	Seating	Cooking Vendors	Featured Artist
Info Booth	Water Stations	Music & Entertainment	Snack Foods	Featured Chef
Information/First Aid Booth	Zero Waste Stations	Beer Garden	Farmer's Market	DARC Line Kids Activities
Cash Stations				



## Exhibit A - PSSM Vendor Types Definition & Vendor Mix

All categories are juried by the PSSM staff by way of required online application details including, but not limited to: product descriptions, photo samples of products, photo of booth display, history/business description including their 'story', list of sources and co-packing use.

**PRIORITY 1: Artisan**– A vendor that sells unique, art and handmade crafts (excluding food and jewelry). Starting materials must be significantly altered and enhanced by the artist. Preferential consideration given to local artists based in the state of Utah.

**PRIORITY 2: Farmer** – A vendor that sells fresh produce from his or her farm and/or a vendor that sells food products made of produce from his or her farm.

**PRIORITY 3: Jeweler** – A vendor that sells unique, handmade jewelry of their own making and design. Limited space available in this category (12 per market date).

**PRIORITY 4: Gourmet Food** – A vendor that sells foods or baked goods, made in Utah, which are intended/packaged for off-site consumption. Preferential consideration given to members of Utah's Own.

**PRIORITY 5: Designer** – A vendor that plans the precise form, look or working of an item, excluding jewelry, in writing before such item(s) is manufactured pursuant to that vendor's specific request. To qualify as a designer, the vendor shall be required to submit specific design plans of all item(s) to be sold at the market. Preferential consideration given to local designers based in the state of Utah.

**PRIORITY 6: Young Vendor** – A vendor, 17 years of age or younger, that sells their own unique, handmade goods.

**PRIORITY 7: Food** – A vendor that prepares and sells food for consumption at the Market. First right of refusal is offered through the HPCA membership. Limited space available in this category (12 per market date, 10 of which are propane-approved space).

**PRIORITY 8: Service Vendor** – A vendor that provides on-site services to market attendees (ex. – henna, face-painting).

**LAST PRIORITY: Importer** – A vendor that purchases goods manufactured and/or procured outside the U.S. (jewelry not permitted in this category). This category is considered a 'last sell' vendor type. Vendors in this category are invited in April, based on remaining space available, in an effort to maximize opportunity to other vendor types. Limited space available in this category (6 per market date).

### Vendor Mix Requirements

1. Vendor Mix (maximum allowed per week)

- a. importers– 6
- b. Jewelers – 12
- c. Food Vendors & Snack Food Vendors – 12
- d. PSSM will include HPCA representative in jury of jewelry vendors.
- e. PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts or other issues with vendor mix.
- f. PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.

**Park Silly Sunday Market –  
Measures of Success**

**Legend**

S – Succeeding in meeting Contract Requirements

I - In progress / Meeting Requirements

U – Unsatisfactory - Not meeting Requirements

**Vendor Mix**

Importers ( allowed per week maximum) i. 6	Notes:	
Jewelers (allowed per week maximum) i. 12	Notes:	
On-site Food Vendors & Snack food Vendors (per week maximum ) i. 12	Notes:	
PSSM will invite tow (2) HPCA representatives in the jurying of jewelry vendors.	Notes:	
PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.	Notes:	
PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.	Notes:	

**Parking / Traffic / Pedestrian Management**

Create event parking plan i. Identify vendor vehicle with license plate identification. ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas. iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event. iv. Increase communication between departments and PSSM to encourage parking of vendors in vendor locations. v. Coordinate with PCMC to establish residential mitigation program to decrease traffic and congestion in residential neighborhoods.	Notes:	
Work with Special Events and Transit to get out alternate transportation messaging out with: i. Co- messaging with PC Transit Dept. ii. PSSM will create and implement different methods of informing the public (PSA's, print ads) iii. Create and implement a program encouraging non-motorized forms of transportation to the market.	Notes:	
Submit sign Plan to Staff at the time of Supplemental Plan containing the following: i. Locations ii. Size & Type iii. Message iv. Placement and removal times	Notes:	
Work with City to create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley	Notes:	

**Market Set-Up and Inspections**

a. Weekly notification to staff of footprint or operational changes	Notes:	
b. Location of interior sponsor signs	Notes:	

**Street Cleaning and Trash Removal**

a. Pre-Meet with City's Street Department to create a street cleaning and trash removal plan	Notes:	
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b. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.	Notes:	
<b>Coordination with PCMC and HPCA</b>		
a. PSSM will schedule monthly "Working Group" meetings from June through September.	Notes:	
b. PSSM will schedule three (3) market walkthroughs with the "Working Group" within the season.	Notes:	
c. PSSM will schedule a weekly market walk through with City representatives	Notes:	
<p>d. PSSM will supply the City Representatives with weekly report containing the following</p> <ul style="list-style-type: none"> <li>i. Estimated attendance</li> <li>ii. Zero Waste statistics</li> <li>iii. Breakdown of number of vendors and types</li> <li>iv. Provide a list of other sustainable efforts throughout the event.</li> </ul> <p>e. PSSM to participate in and provide a list of City functions related to Green Event management that they participate in, as well as, a list of non profits who they provide sustainable mitigation efforts for.</p> <p>f. PSSM to present a year over year a comparison for sustainable effort comparison in coordination with the City during annual end of season review.</p>	Notes: Zero waste statistics will be reported by pound. Vendor types and mix will be reported weekly.	
<p>f. PSSM will supply the City Representatives with an ongoing list of vendor and staff license plates:</p> <ul style="list-style-type: none"> <li>i. Prior to the start of the first June Market.</li> <li>ii. At any time they add license plates to the market throughout the market season.</li> <li>iii. License plate lists should be provided to the City Representative no later than 10:00 a.m. each Sunday.</li> </ul>	Notes:	
<b>Marketing and PR</b>		
a. HPCA logo on all advertisements & promotions	Notes:	
b. Engage in cross promotions with Chamber, HPCA, Park City Restaurant association	Notes:	
<p>c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to:</p> <ul style="list-style-type: none"> <li>I. Print ads</li> <li>II. Ads, links or info listings on Utah tourism, business and special internet websites;</li> <li>III. Periodic television coverage;</li> <li>IV. Radio PSAs and promotions;</li> <li>V. Website spots, summer guides, fairs, non-profit organization calendar listings;</li> <li>VI. Email blasts; and</li> <li>VII. Social media, ' if applicable"</li> </ul>	Notes:	
<b>Other Items:</b>		
Quantify Marketing & PR Value	Notes:	
<p>PSSM shall present an annual report to the city preceding market season. This report will contain the following:</p> <ul style="list-style-type: none"> <li>i. Estimated attendance</li> <li>ii. Zero Waste statistics</li> <li>iii. Breakdown of number of vendors and types</li> <li>iv. List of non-profit groups attending the market</li> <li>v. Advertising information etc.</li> <li>vi. Transportation &amp; Parking Counts – to be coordinated with PCMC Transportation Services and Parking Services Department</li> </ul>	Notes:	



**FIRST ADDENDUM TO CITY SERVICES AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION & PARK SILLY SUNDAY MARKET**

This FIRST ADDENDUM is made and entered into in duplicate this 20 day of February, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK SILLY SUNDAY MARKET, a Utah non-profit corporation, ("PSSM" or "Service Provider"), to amend the City Services Agreement signed and executed by the parties on October 27, 2017.

WITNESSETH:

WHEREAS, the parties entered into a City Services Agreement on October 27, 2017; (hereinafter "Original Agreement");

WHEREAS, the term of the Original Agreement is due to end September 30, 2020; and

WHEREAS, the Section B. 2. of the Original Agreement, Term and Lease of Use Areas During Use Periods, included a two (2) year renewal for 2021 and 2022, provided both parties execute written notice to renew, which PSSM completed on November 8, 2019, and the City completed on January 9, 2020;

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

**1. AMENDMENTS:**

- a. **EXTENSION OF TERM.** The term of the Original Agreement shall be extended to a termination date of September 30, 2022.
- b. **SCOPE OF SERVICE.**

The Scope of Services shall be amended as follows:

**Add Section B.2.1 D.** - 4<sup>th</sup> of July 2021 – PSSM may program Main Street from Heber Avenue to 9<sup>th</sup> Street on the 4<sup>th</sup> of July in 2021. Fourth of July shall have priority over PSSM, and the Special Event Manager, in coordination with the Chief of Police and Transportation Planning Manager, shall make findings that the events do not conflict and can be significantly mitigated.

**Amend Section B.2.5(d)** - PSSM must obtain a relief from Noise Restrictions (6-3), as amended, for activities occurring on any given Sunday. PSSM will orient all temporary stages so as to minimize sound

impacts to the neighborhood. All activities will have the following noise schedule:

- o 75 decibels from 10am-1pm, and 90 decibels from 1pm -5pm.

**Add Section B.2.5(n)** - PSSM, at its cost, shall incorporate such measures as directed by City staff and in coordination with the Park City Police Department to ensure safe pedestrian management at the intersection of Heber Avenue and Main Street.

**Add Section B.2.5(o)** - PSSM shall require no vendor parking on Park Avenue and provide the City with a weekly list of vendor license plates. Parking Services shall enforce this item.

**Add Section E.10.(c)(i)** - PSSM will manage bollard installation for all 14 market dates and will be credited One Thousand Dollars (\$1,000.00) per Market, estimated at Fourteen Thousand Dollars (\$14,000.00) total per season. PSSM understands that this is not a cash payment.

**Add Section E.10.(c)(ii)** - PSSM will pay the City for any City Services not credited or waived through Section E.10(b)(i) or E.10(c)(i) for the 2021 and 2022 Market years.

**Amend Section F.12.(3)(b)** - For any claims related to this City Services Agreement, PSSM's insurance coverage shall be primary insurance coverage with respect to City its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City its officers, officials, employees, or volunteers shall be excess of the PSSM's insurance and shall not contribute with it. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by PSSM, its employees, agents and subcontractors.

**2. OTHER TERMS.**

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

- 3. ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 2 and Section 20.7 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

**PARK CITY MUNICIPAL CORPORATION**, a  
Utah municipal corporation  
445 Marsac Avenue  
P.O. Box 1480

Park City UT 84060-1480

*Matt Dias*  
MATT DIAS, City Manager

*Clint McAfee* (Acting)

Attest:

*Leah V. Langan*  
City Recorder's Office



Approved as to form:

*MD Hg*  
City Attorney's Office

**SERVICE PROVIDER:**

Name: PARK SILLY SUNDAY MARKET, a Utah non-profit corporation  
Address: PO Box 684229  
City/State/Zip: Park City, UT 84068  
Tax ID#: 12228985-002-STC  
PC Business License #: \_\_\_\_\_

By: *Kimberly Kuhn*  
KIMBERLY KUHN  
CEO & Founder

STATE OF Utah )  
COUNTY OF Summit )

On this 10 day of January, 2020, Kimberly Kuhn personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the CEO and Founder of Park Silly Sunday Market, a Utah non-profit corporation, and that said document was signed by her on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and she acknowledged to me that she executed the First Addendum to the City Services Agreement Between Park City Municipal Corporation & Park Silly Sunday Market.

*Leah V. Langan*  
Notary Public







**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  
**Address**              Main Street Park City, UT 84060  
**Contract Description**      The park silly Sunday market.

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

Endorsement Effective      01/15/2020              Policy No.      3065169              Endorsement No.  
Insured      PARK SILLY SUNDAY MARKET              Premium  
                    PO BOX 684229  
                    PARK CITY, UT 84068  
Insurance Company      WCF Mutual Insurance Company

Countersigned by \_\_\_\_\_



Special Events & Economic Development

Date: April 21, 2020

Subject: Park Silly Sunday Market 2020 Cancellation

Kate McChesney, Executive Director – Park Silly Sunday Market

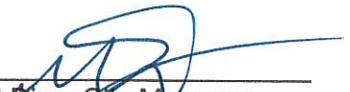
On April 20, 2020, Park City Municipal Corporation (PCMC/City) received Park Silly Sunday Market's (PSSM) letter of cancellation notice.

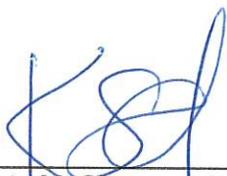
Due to Summit County Joint Public Health Order 2020-03, and Unforeseen Circumstances (section 18 of the City Service Agreement) regarding the impacts of COVID19, the City and PSSM mutually acknowledge the cancellation of the 2020 season is the best way to move forward given the uncertainty of future scope, rules/regulations and financial commitments for Mass Gatherings and Special Events.

The parties agree to release all commitments as outlined in City Service Agreement for the 2020 season. This includes but is not limited to Use Areas, Dates, Timelines, and Development of Supplemental Plans, Marketing, Financial and Insurance requirements. PSSM shall work in coordination with the City and partners such as the Historic Park City Alliance and Park City Chamber to inform the public and guests of the cancellation.

As of the date of this letter, to memorialize the request for cancellation of the 2020 Park Silly Sunday Market, both parties acknowledge the cancellation of the 2020 season as outlined above, and the intent to continue the event per the City Service Agreement in 2021 and 2022. The parties will work in good faith in the future to develop Supplemental Plans for future years along timelines as described in the City Services Agreement. Unless affirmatively modified by agreement of both parties, Supplemental Plans for future years will follow the plan for the previous Market season.

Acknowledgement

  
\_\_\_\_\_  
Matt Dias, City Manager  
Park City Municipal Corporation

  
\_\_\_\_\_  
Kate McChesney, Executive Director  
Park Silly Sunday Market