

**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 27th day of November, 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 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 2023 City Property Use Matrix (“Matrix”) from November 16, 2023, through February 28, 2024, for Miners Hospital. Licensee will have until March 8, 2024, 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 November 16, 2023, to February 28, 2024

Parking around Miners Hospital is non-exclusive use, except from January 15, 2024, through January 30, 2024, 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.**

At its own cost and expense, The Licensee shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by The Licensee, its agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to commencing any work, The Licensee shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

- I. Commercial General Liability Insurance. The Licensee shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including PCMC's own policies of insurance, for all claims against PCMC. The policy must be written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for personal injury and property damage. Upon request of PCMC, The Licensee must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).
- II. Automobile Liability Coverage. The Licensee shall maintain automobile liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury 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.
- III. Workers' Compensation Insurance and Employer's Liability. The Licensee shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "Park City Municipal Corporation" for all work performed by the The Licensee, its employees, agents, and Subcontractors.

- IV. Umbrella/Excess Coverage. The insurance limits required by this Section may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.
- V. Insured Parties. Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name PCMC (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of The Licensee.
- VI. Waiver of Subrogation. The Licensee waives all rights against PCMC and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. The Licensee shall cause each policy to be endorsed with a waiver of subrogation in favor of PCMC for all work performed by The Licensee, its employees, agents, and Subcontractors.
- VII. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.
- VIII. Cancellation. Should any of The Licensee's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, The Licensee must deliver notice to PCMC within 30 days of cancellation. PCMC may request and The Licensee must provide within 10 days certified copies of any required policies during the term of this Agreement.
- IX. Additional Coverage. Notwithstanding anything to the contrary, if The Licensee has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under The Licensee's insurance policies.
- X. No representation. In specifying minimum The Licensees insurance requirements, PCMC does not represent that such insurance is adequate to protect The Licensee from loss,

damage or liability arising from its work. The Licensee is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

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 27th day of November, 2023.

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

DocuSigned by:
Matt Dias
Matt Dias, City Manager

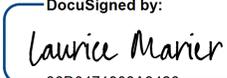
Attest:

DocuSigned by:
[Signature]
City Recorder's Office

Approved as to Form:

DocuSigned by:
Mark Harrington
City Attorney's Office

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

By: 
36D0471908A3426...

Name Printed:
Laurice Marier

Title: Director, Production & Operations

EXHIBIT "A"

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2024

11/2/2023

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

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

| PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000 | CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--|-------|---|-------|--|-------|--|-------|-------------|--|-------------|--|
| APPROVED | | | | | | | | | | | | | | | |
| INSURED Sundance Institute 1533755 PO Box 684429 Park City, UT 84098 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Co.</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B : Markel American Insurance Company</td> <td style="text-align: center;">28932</td> </tr> <tr> <td>INSURER C : WCF Mutual Insurance Company</td> <td style="text-align: center;">10033</td> </tr> <tr> <td>INSURER D : WCF National Insurance Company</td> <td style="text-align: center;">40517</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Philadelphia Indemnity Insurance Co. | 18058 | INSURER B : Markel American Insurance Company | 28932 | INSURER C : WCF Mutual Insurance Company | 10033 | INSURER D : WCF National Insurance Company | 40517 | INSURER E : | | INSURER F : | |
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| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 20032633** **REVISION NUMBER: XXXXXXXX**

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 |
|----------|---|-----------|----------|--------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | N | Y | PHPK2598469 | 9/1/2023 | 9/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | N | Y | PHPK2598469 | 9/1/2023 | 9/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | N | N | MKXKO0000501047200 | 9/1/2023 | 9/1/2024 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX |
| C D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | Y N/A | 1515907 3220306 | 1/1/2023 1/1/2023 | 1/1/2024 1/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Miscellaneous Equipment Rental Liquor Liability | N | N | PHPK2598469 | 9/1/2023 | 9/1/2024 | Limit: \$2,000,000 Each Common Cause: \$1,000,000 Aggregate: \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Park City Municipal Corporation, it's officers, agents, and employees are included as additional insured, on a primary non-contributory basis, with respect to liability arising out of work, operations, and completed operations. Waiver of Subrogation applies to all coverage in favor of the Entity for all work performed by Permittee, it's employees, agents, and subcontractors. Notice of cancellation must be delivered to PCMC within 30 days, with respect to all coverages.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| 20032633 Park City Municipal Corporation attn: Jillian Murillo & Jenny Diersen PO Box 1480 Park City UT 84060 | 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 |
|--|---|

POLICY NUMBER: PHPK2598469

COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Designation Of Premises (Part Leased To You): |
| Name Of Person(s) Or Organization(s) (Additional Insured): |
| Additional Premium: \$ |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and 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.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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