

**PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
BONANZA AREA LOT
1490 MUNCHKIN ROAD, PARK CITY, UTAH 84060**

Summit County, State of Utah

THIS AGREEMENT, (hereinafter “Agreement” or “License”), dated the 11th day of January, 2024, is by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter “City” or “Licensor”), and **SUNDANCE INSTITUTE**, a Utah non-profit corporation, (hereinafter “Licensee”), whose street address is 1500 Kearns Blvd., Suite B110, Park City, Utah 84060, and whose mailing address is P.O. Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

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

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

C. **License Period.** This License is granted for the uses and time periods specified below, and as set forth in **Exhibit A - Master Festival License and City Services Agreement** and the 2024 City Property Use Matrix (“Matrix”) from January 8, 2024, through February 1, 2024, for the Bonanza Area Lot. Licensee will have until February 8, 2024, to complete any and all repairs and touch-ups at Bonanza Area Lot. In the event of a conflict, the terms of **Exhibit A** shall control.

- i. Bonanza Area Parking Lot
Monday, 1/8/24 – Thursday, 2/1/24

D. **Facilities Licensed.**

AREA: Bonanza Area Lot

USE: Sundance Film Festival
Storage Equipment, Loading and
Unloading

E. **Fees.** Fees are waived pursuant to Master Festival License and City Services Agreement 2013 Amended and Restated, dated 10/30/13. However, Licensee shall remit to City a damage deposit of **Five Hundred (\$500.00)** as security for any damage to the Facility arising from or connected to Licensee’s use of the Facility pursuant to this License.

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

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

G. **Insurance and Indemnity.** The Licensee shall indemnify and hold the Licensor and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Licensor arising out of, in connection with, or incident to the execution of this Agreement and/or the Licensee's use of the facility/area or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Licensor, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee; and provided further, that nothing herein shall require the Licensee to hold harmless or defend the Licensor, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Licensee expressly agrees that the indemnification provided herein constitutes the Licensee's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Licensee claims or recovers compensation from the Licensor for a loss or injury that Licensee would be obligated to indemnify the Licensor 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.

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 Licensor's own policies of insurance, for all claims against Licensor. 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 Licensor, 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 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 Licensor (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 Licensor 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 Licensor 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 Licensor within 30 days of cancellation. Licensor 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 Licensee insurance requirements, Licensor 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.

H. Anti-Discrimination. In the performance of this License, Licensee shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status and incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

I. No City Liability. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the Facility.

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

K. Amendments. 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.

M. **City Use.** Licensee acknowledges Bonanza Area Lot is leased non-exclusively to Licensee. The Licensee will not disrupt City uses, surrounding businesses and residents during the License period beginning Monday, January 8, 2024, through Thursday, February 1, 2024. **Licensee acknowledges it has non-exclusive use of the Bonanza Area Lot.**

N. **Master Festival License.** The Licensee is subject to Park City Municipal Code 4A Special Events, as well as the Master Festival License and annual supplemental plans as approved on December 14, 2023, and City Services Agreement 2013 Amended and Restated, dated 10/30/13 as amended, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

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

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

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

P. **Applicable Laws.** Licensee shall obey all laws, ordinances, and regulations regarding use and occupancy of 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 his designee without further notice and the deposits heretofore collected will be retained as liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

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 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 11th day of December, 2024.

LICENSEE:

SUNDANCE INSTITUTE, a Utah non-profit corporation
P.O. Box 684426
Park City, Utah 84068

DocuSigned by:

By: Laurice Marier

Name Printed: Laurice Marier

Laurice Marier

Title: Director, Production & Operations

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

DocuSigned by:


Matt Dias, City Manager

Approved as to Form:

DocuSigned by:


City Attorney's Office

EXHIBIT "A"

Sundance Film Festival Master Festival License and City Services Agreement

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

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.