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 <u>8th</u> day of <u>November</u>, 2024, 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 2025 City Property Use Matrix ("Matrix") from November 13, 2024, through February 21, 2025, for Miners Hospital. Licensee will have until March 7, 2025, to complete all repairs and touch-ups at Miners Hospital. In the event of a conflict, the terms of **Exhibit A** shall control.

<u>AREA</u>:

Miners Hospital – 1354 Park Avenue, Park City, Utah

Entire Building from November 13, 2024, to February 21, 2025

Parking around Miners Hospital is non-exclusive use, except from January 20, 2025, through February 4, 2025, 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. Indemnification.

Definitions. In this Agreement, the following definitions apply:

- I. "Indemnifiable Losses" means the aggregate of Losses and Litigation Expenses.
- II. "Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.
- III. **"Loss**" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
- IV. "Proceeding" means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against the City, its agents, employees, or officers, that arises out of this Agreement or the performance of this Agreement by Licensee or its Subcontractors or subconsultants of any tier, or anyone acting under Licensee's direction or control, including after the expiration or termination of this Agreement.
 - i. <u>Indemnification</u>. Licensee shall indemnify the City and its agents, employees, and officers against all Indemnifiable Losses arising out of a Proceeding, except to the extent the Indemnifiable Losses were caused by the negligence or willful misconduct of the City.
 - ii. <u>Obligation to Defend</u>. Licensee shall, at its sole cost and expense, defend the City and its agents, employees, and officers from and against all Proceedings, provided that Licensee is not required to defend the City from any Proceeding arising from the sole negligence of the City or its agents, employees, or officers.
 - iii. <u>Tender</u>. Licensee's obligation to defend will arise upon the City's tender of defense to Licensee in writing. If the City fails to timely notify Licensee of a Proceeding, Licensee will be relieved of its indemnification

obligations to the extent that Licensee was prejudiced by that failure. Upon receipt of the City's tender of defense, if Licensee does not promptly notify the City of its acceptance of the defense and thereafter duly and diligently defend the City and its agents, employees, and officers, then Licensee shall pay and be liable for the reasonable costs, expenses, and attorneys' fees incurred in defending the Proceeding and enforcing this provision.

- iv. <u>Legal Counsel</u>. To assume the defense, Licensee must notify the City of their intent to do so. Promptly thereafter, Licensee shall retain independent legal counsel that is reasonably acceptable to the City.
- v. <u>Settlement</u>. After Licensee assumes the defense of a Proceeding, Licensee may contest, pay, or settle the Proceeding without the consent of the City only if that settlement (1) does not entail any admission on the part of the City that it violated any law or infringed the rights of any person, (2) provides as the claimant's sole relief monetary damages that are paid in full by Licensee, and (3) requires that the claimant release the City and its agents, employees, and officers from all liability alleged in the Proceeding.
- vi. <u>Waiver</u>. Licensee expressly agrees that the indemnification provision herein constitutes the Licensee's waiver of immunity under Utah Code § 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- vii. <u>No Limitation</u>. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Licensee or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- viii. <u>Interpretation</u>. The parties intend that the indemnity and defense provisions in this section shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.
- ix. <u>Environmental Indemnity</u>. Licensee shall indemnify the City, its agents, employees, and officers for any Indemnifiable Losses from a Proceeding arising out of Licensee's violation of federal, state, or local environmental laws or regulations, and shall include but not be limited to all cleanup and remedial costs, diminution in value of property, and any fines or fees imposed as a result.

G. Indemnity and Insurance.

At its own cost and expense, 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 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, 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. <u>Commercial General Liability Insurance</u>. Licensee shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including the City'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 the City, 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. <u>Automobile Liability Coverage</u>. 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. 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. <u>Umbrella/Excess Coverage</u>. 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. <u>Insured Parties</u>. Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name the City (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 Licensee.
- VI. <u>Waiver of Subrogation</u>. Licensee waives all rights against the City 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. Licensee shall cause each policy to be endorsed with a waiver of subrogation in favor of the City for all work performed by Licensee, its employees, agents, and Subcontractors.
- VII. <u>Quality of Insurance Companies</u>. 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. <u>Cancellation</u>. Should any of Licensee's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, Licensee must deliver notice to the City within 30 days of cancellation. The City may request and Licensee must provide within 10 days certified copies of any required policies during the term of this Agreement.
 - IX. <u>Additional Coverage</u>. Notwithstanding anything to the contrary, if 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 Licensee's insurance policies.
 - X. <u>No representation</u>. In specifying minimum Licensee's insurance requirements, the City does not represent that such insurance is adequate to protect Licensee from loss, damage or liability arising from its work. Licensee is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

H. **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.

I. **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).

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

K. **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.

L. **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.

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

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

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

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

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

P. **Revocation**. If City determines that Licensee has breached the terms of this Agreement, or any other Federal, State, or local law, City may immediately revoke the License granted herein. If monies are not paid on or before the due date specified in the Agreement and a copy of the certificate of insurance is not received prior to the event, the Agreement is subject to immediate cancellation by the City Manager or 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.

IN WITNESS WHEROF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the <u>8th</u> day of <u>November</u>, 2024.

PARK CITY MUNICIPAL CORPORATION,

a Utah municipal corporation Post Office Box 1480 Park City, UT 84060

-----DocuSigned by:

Matt Dias Mato Dias 6 City Manager

Attest: DocuSigned by: March Marc (Seni) City Recorderates4 Office

Approved as to Form:

Signed by: Mark Harrington City Attroprog? SO Office **SUNDANCE INSTITUTE**, a Utah non-profit corporation Post Office Box 684426 Park City, Utah 84068

Signed by: By: Laura Ryan

Name Printed: Laura Ryan

Title:

COO, Sundance Institute

EXHIBIT "A"

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

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE FOLCE CERTIFICATE BOLS NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUED MS SUBJERGYS, AUTHORIZ CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUED MS SUBJERGYS, AUTHORIZ IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (sep must have ADDITIONAL INSURED provisions or be endors the subscription of the policy, entrain policies may require an endorsement. A statement this certificate boder is an adDITIONAL INSURED for the policy, entrain policies may require an endorsement. A statement this certificate boder is an adDITIONAL INSURED for the policy, entrain policies may require an endorsement. A statement this certificate boder is an adDITIONAL INSURED for the policy, entrain policies may require an endorsement. A statement this certificate boder is an adDITIONAL INSURED for the policy, entrain policies may require an endorsement. A statement this certificate boder is an additional contraction of the policy, entrain policies may require an endorsement of the policy, entrain policies may require an endorsement. A statement this certificate boder in the of a sub-provide contract on the policy certificate boder is an endorsement of the policy, entrain the policy of the policy. Policy 2000 Pol	AC		ER	TIF	ICATE OF LIA	BILI	TY INS	URANC	E 1/1/2025		мм/dd/yyyy) 11/2024
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VIII.	Park City Municipal Corporation PO Box 1480										
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations						
Park City Municipal Corporation, its officers, officials, employees, and volunteers	Per Written Contract.						
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.							

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.