

**PARK CITY FILM  
PARK CITY MUNICIPAL CORPORATION  
2021 PROPERTY LEASE**

THIS PARK CITY FILM – PARK CITY MUNICIPAL CORPORATION 2021 PROPERTY LEASE (hereinafter referred to as “Agreement”), made and entered into this 10/1/2021 day of 10/1/2021, 2021, with an effective date of July 1, 2021, is made by and between **PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation**, (hereinafter referred to as "Landlord" or “Park City”) and **PARK CITY FILM, a Utah nonprofit corporation**, (hereinafter referred to as "Tenant" or “Park City Film”) to set forth the terms and conditions under which Landlord will lease space on the third floor of the Park City Library located at 1255 Park Avenue, Park City Utah, (hereinafter referred to as "Library Building") to Tenant. The parties agree as follows:

1. **Property.** The property leased is the Building Space as described in **Exhibit “A” attached** hereto and made a part hereof, (hereafter referred to as the “Premises”) within the Library Building. Tenant shall use the Premises for the Permitted Uses (defined below) subject to the terms and conditions set forth herein.
  - a. The Premises include the exclusive use of Room 301 for office space, an area behind the theater stage for storage space (see Exhibit A), and, subject to the screening scheduling defined below in Paragraph 8, non-exclusive use of the Santy Auditorium, commercial kitchen, and the Community Room (for concession operations) one hour and a half prior to screening time until one hour and a half after screening concludes on dates that screenings are booked.
  - b. In addition, the Tenant will have the option to rent other spaces within the Library Building four times a year free of charge. Any additional rental of space, whether during a screening or not, must be booked through the normal rental process with the city's Special Events Department and will be subject to normal rental conditions, which shall not include the Sundance Film Festival.
  
2. **Term.** The Lease term shall commence with a retroactive effective date of July 1, 2021, and shall run for the first year until June 30, 2022, and will then continue for five (5) consecutive twelve-month (12) month terms, each beginning on July 1 and ending on June 30, through June 30, 2027. This Agreement will be reviewed annually by both parties and will automatically renew for each year unless either party provides written notice of its intent not to renew by December 1 prior to the current term’s expiration. The Tenant agrees to suspend activity and vacate the Premises through the duration of the term of the Use Area for the Sundance Film Festival each year as defined and approved by the City pursuant to the approval of the Sundance Master Festival License. Rent shall be waived on a pro rata basis for each period of suspension and discounted from the monthly rent amount no later than by March of each year (or refunded in the event of pre-payment in accordance with Paragraph 3).
  
3. **Rent.** The rent for the Premises within the Library Building shall be as follows:
  - a. **Rate:** Rent from July 1, 2021, to June 30, 2022, will be **Twenty Four Thousand Six Hundred Eighty Four Dollars and Sixty Two Cents (\$24,684.62)** payable in twelve (12) equal monthly installments of **Two Thousand Fifty Seven Dollars And Five Cents (\$2,057.05)** each month. The same rate shall be payable from July 1, 2022, to June 30, 2023.
  - b. **Fee Adjustment:** Beginning July 1, 2023, the annual fee shall increase by three percent (3%) each year for the remainder of the lease Term, as reflected in the fee schedule

attached hereto and incorporated herein as **Exhibit “B.”**

- c. **Credit for Early Payment:** If Tenant pays the Landlord the annual fee in full by September 30, then the annual fee will be reduced by two percent (2%).
- d. **Deposit:** A refundable deposit of **Two Thousand Five Hundred Dollars (\$2,500.00)** is required to cover any damage and cleaning/removal of items needed at the end of the Agreement term.

4. **Park City Film Obligation.**

- a. Tenant shall conduct the programmed screening of independent, documentary, and foreign films, and film-related events that are unique to the Park City community. Tenant is allowed a maximum of one hundred thirty (130) screenings per year in the Jim Santy Auditorium on Fridays, Saturdays and Sundays, and up to two (2) screenings per month on any week day (Monday to Thursday). Additional screenings will be charged at the normal fee per the City’s Fee Schedule and will be subject to availability in Landlord’s sole discretion. The screenings will take place from September 1 to June 30. One (1) screening will be allowed in July and one (1) screening will be allowed in August, on dates which have not been previously booked by Special Events and that do not conflict with the Sundance Institute Programming. Any screening starting at or later than 10:00 p.m. on a Friday, Saturday or Sunday, or any screening proposed for another day or night as designated herein, requires the advanced written approval of the City.
- b. The Tenant’s ownership, use of, and obligation for maintenance and replacement of the film projection equipment are outlined in the Three-Party Agreement further described in Exhibit “C” attached hereto and made a part hereof.
- c. As approved by the Master Planned Development on May 30, 2014, access to parking shall be from Park Avenue. 12th Street shall only be used as secondary access. Non-exclusive use of parking shall be at the library parking lot (82 spaces), overflow parking shall be at the Mawhinney Parking Lot across the street.
- d. Park City Film agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The Landlord 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 Park City Film and such notice contains a reasonable explanation for the audit. Any audit performed by Landlord pursuant to this Agreement shall be performed at Landlord’s sole expense.

5. **Permitted Uses.**

- a. Tenant may use the Premises for community based non-profit film screenings [not a commercial theater] consistent with the applicable Master Plan Development approval dated May 30, 2014, and subject to the following:
- b. The Tenant shall not have assigned parking and shall park in general parking areas and follow parking rules and regulations as posted and associated with the Library Building. The Landlord will inform the Tenant of any changes to parking rules or regulations for daily use and during Special Events or parking lot closures.
- c. Lighting related to the security, emergencies, exits, and evacuation for all of Tenant’s use of the Premises is the sole responsibility of the Tenant and Tenant’s plan for such lighting shall be reported and kept on file in the Building Department and Special Events Department.
- d. Seating and attendance plans during the COVID-19 pandemic are solely the responsibility of the Tenant in compliance with applicable Summit County Health

Department regulations/emergency orders. A written plan will need to be approved by the Special Events & Facilities Department and kept on file.

6. **Additional Restrictions and Prohibited Uses.** Tenant's use of the Facilities is subject to the following conditions:
  - a. Park City Film hereby acknowledges that no event or activity shall exceed the occupancy limit of 486 for the Jim Santy Auditorium or the occupancy limit on any space within the Premises as determined by the Park City Building Department and Planning approvals.
  - b. The Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. The Landlord shall have such access through the Tenant's Premises as reasonably necessary to maintain the structure, service common utility facilities, and program use. With reasonable notice, the Landlord shall have the right to inspect the Premises during the Tenant's normal office hours or during screenings.
  - c. Park City Film currently occupies the Premises and accepts the Premises "as is" throughout the Term of this Agreement. The Tenant will not commit any waste on the Premises, nor shall it use or permit the use of the Premises in violation of any state law or country or municipal ordinance or regulations applicable thereto.
  - d. Tenant shall not permit said Premises to be used for any purpose which would render the fire insurance on the building or the Premises void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Agreement. Tenant shall not keep, use or sell, or allow to be kept, used or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Premises and premises of the same general type as those covered by this Agreement. Tenant shall obey all laws, ordinances, and regulations.
  
7. **Tax-Exempt Status.** In the event Park City Film loses its tax-exempt status, the City shall have the option of terminating the Agreement, or increasing the rental rate to the fair market value of the space occupied by the Park City Film effective on the date that the tax exemption was revoked. Park City Film shall immediately give the Special Events & Facilities Department notice of any change in tax-exempt status.
  
8. **Scheduling.**
  - a. Park City Film agrees to submit a tentative annual schedule of screenings in a form approved by the Special Events & Facilities Department by the first Friday in December each year. Staff will work to review and approve the schedule on a timely basis and will respond with an approved schedule no later than the second Friday of February. Park City Film may make amendments to the screening schedule shifting approved screenings no less than two (2) weeks before any screening date without it counting against annual screening limits as defined in Paragraph 4.
  - b. Park City Film will permit one weekend per quarter to be used by the Park City Municipal Corporation for any purpose if such dates are agreed upon bi-annually by the Landlord by January 1st and July 1 of the preceding year.
  - c. No Park City Film screening shall occur during the Sundance Film Festival, as scheduled annually. Use of the Santy Auditorium and Community Room the weekends immediately before and after the Festival are subject to approval by Sundance Film Festival annually.

- d. Nothing herein shall allow the City to regulate the content or otherwise censor Park City Film's screenings nor speech.
9. **Utility Service.** Landlord shall be responsible for natural gas, electricity, sewer, security systems, refuse collection and water for the leased space. Tenant will be responsible for any other utilities such as telephone and cable television and shall establish an account with each of these utilities in its own name.
10. **Telephone, Cable, Internet and Microwave.** The Tenant will install its own telephone, television, computer and other communication equipment in the leased space. Except for specialized communication facilities, equipment, wiring, cables or installations necessary to install, run and maintain the digital projector and ancillary equipment necessary under the Three Party Agreement, any other specialized communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility, with prior approval by Landlord. The remodeled space will include wiring, cables or chases for a wide variety for communications between spaces within the building and externally. Any specialized communication facilities, equipment, wiring, cables or installations beyond that necessary for the Three Party Agreement will be the Tenant's responsibility.
11. **Insurance.** The Tenant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with its use of the Premises. The Tenant shall provide a certificate of insurance evidencing:
  - a. General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Four Million Dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage. The above can be satisfied by the combination of a primary and excess policy.
  - b. The Tenant shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years as stated in Utah Admin Code R37-4-3
  - c. Automobile Liability insurance as applicable with limits no less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles combined single limit per accident for bodily injury and property damage. The above limits can be satisfied by the combination of a primary and excess policy. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
  - d. Proof of Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.
  - e. The Workers Compensation Policy shall be endorsed with a waiver of subrogation in favor of Landlord, its employees, volunteers, agents and subcontractors, with regards to the Lease.

The Landlord, its officers, officials, employees and volunteers are to be covered as additional insureds on the general liability and auto insurance policies, with respect to work performed by or on behalf of the Tenant including materials, parts or equipment, furnished in connection with

such work or operations and automobiles owned, leased, hired or borrowed as applicable by or on behalf of the Tenant as applicable and a copy of the endorsement naming Landlord as additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Tenant shall deliver notice to the Landlord within thirty (30) days of cancellation. The Landlord reserves the right to request certified copies of any required policies.

The Tenant's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

For any claims related to this Agreement, the Tenant's insurance coverage shall be primary insurance coverage with respect to Landlord, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Landlord, its officers, officials, employees or volunteers shall be excess of the Tenant's insurance and shall not contribute to it.

Landlord will carry property insurance covering the structure for casualty loss, and boiler and machinery insurance for boiler and mechanical systems loss.

The Tenant will not store or keep any product or equipment within the space that will, because of its nature, increase the risk of casualty losses to the overall building, or that will require additional premiums or specialty coverage.

12. **Payment of Taxes and Other Assessments.** As a tax exempt entity, the Landlord does not expect to be assessed real estate and personal property taxes and other related assessments or taxes on the Premises. However, should the Tenant change the tax status, or should other circumstances cause taxes or assessments to be imposed on the Premises, then Tenant shall pay a pro-rata share of real estate and other related assessments or taxes for the Tenant's Premises during the term of this Agreement. Tenant is responsible for any personal property tax liability as a result of its occupancy and use of the Premises.
13. **Liens.** Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord received notice of any such against the property, Tenant shall promptly discharge the lien at Landlord's request, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.
14. **Tenant Improvements.** The Premises are being leased to Tenant in as-is condition. Any additional interior finish or furnishings desired by the Tenant must be approved in advance by the Landlord in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. The Tenant may, with prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the Premises as Tenant may require for the conduct of its business; provided, however, Tenant may not materially alter the basic character of the building or fixtures or weaken the structure on the leased Premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Agreement unless specifically exempted in writing prior to commencing work. At the expiration or termination of this Agreement, all

Tenant improvements that could be deemed fixtures under the law become property of the Landlord unless specifically exempted in writing prior to installation.

15. **Signs.** Landlord shall specifically review and approve or reject proposed signs on or in the building. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Park City Sign Code, and conforms with the historic nature and architectural detailing of the building. Signs shall be removed and any damage resulting from removal shall be repaired when the Tenant vacates the Premises.
16. **Building Security.** The Landlord will install doors with locking hardware on their exclusively leased office space. The Tenant is entitled to put locks on doors to its space, provided the Landlord is given keys for reasonable access and building maintenance. Both parties will attempt to keep the exterior doors locked after their use of the Premise is completed for the day, and the Tenant shall have the obligation of checking all exterior doors and setting of alarm at the conclusion of each day of use to make sure they are locked, and that windows in the rooms used by the Tenant are secured. Lights should be turned off at the conclusion of the Tenant's use each day.
17. **Remedies.** In the event the Tenant fails to pay monthly installment payments when due, or violates or breaches any other term or condition of the Agreement, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:
  - a. Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the Premises within fifteen (15) days;
  - b. Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;
  - c. Landlord may re-let the Premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;
  - d. Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Agreement entirely. Unless Landlord has released Tenant's continued performance under this Agreement, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord shall first be used to mitigate damages from Tenant's breach. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.
18. **Covenant of Quiet Possession.** Landlord covenants with Tenant that Landlord owns or controls the Premises and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Agreement. However, Tenant acknowledges the Premises are part of a larger public building. Therefore, Tenant may experience temporary impacts to operations, noise, and parking access customarily found with public buildings.
19. **Maintenance.** The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. The Landlord will be responsible for janitorial service in areas used in common with the Library Building and other tenants including but not limited to the carpets and theatre seats bi-annually and cleaning the outside of the glass and replacement in the event of damage from an outside source. Tenant shall be responsible for all interior maintenance, including mechanical and electrical fixtures to the

extent that they are located within the exclusive use area (office) of the Tenant and exclusively benefit the Premises, janitorial service, and glass maintenance (both cleaning the inside and replacement in the event of damage from an inside source) which is within the leased Premises or solely serves the Premises. Landlord shall be responsible for mechanical systems, which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance of the site and snow removal (including the North Stairs) shall be Landlord's responsibility.

20. **Access to Other Spaces.** Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure, service common utility facilities, and program use. With reasonable notice, Landlord shall have the right to inspect the Premises during the Tenant's normal business hours and screenings.
21. **Force Majeure.** Force Majeure: Either party shall be excused for the period of any delay in the performance of any obligations under this Agreement when prevented from doing so by cause or causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, weather, inability to obtain any materials or services, or acts of God.
22. **Increased Insurance Risk.** Tenant will not permit said Premises to be used for any purpose which would render the fire insurance on the building or the premises void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Agreement. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Premises of the same general type as those covered by this Agreement.
23. **Care and Repair of Premises by Tenant.** Tenant will inspect and accept the Premises for the purposes of this Agreement prior to taking occupancy. Tenant will not commit any waste on Premises, nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business without, however, materially altering the basic character for the building or improvements or weakening the structure on the leased Premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Agreement unless specifically exempted in writing prior to commencing work.
24. **Damage or Destruction.** If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Premises without expense to the Tenant subject to delays due to adjustment in insurance claims, strikes and other causes beyond the Landlord's control. If such damage or destruction shall render the Premises uninhabitable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the Premises restored. If the damage or destruction shall require removal of Tenant's operations from the Premises, either Landlord or Tenant may elect to terminate this lease by written notice to the other within thirty (30) days after the occurrence of such damage or destruction. Tenant shall receive permission from Landlord to use space heaters and/or any other electrical equipment which may overload the system.

25. **Surrender of Premises.** Tenant agrees to surrender the Premises at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement, ordinary wear, tear and damage by the elements or other acts of God excepted.
26. **Holding Over.** Continued possession, beyond the expiration date of the Term of this Agreement or any extension term, by the Tenant (and absent a written agreement by both parties for an extension of this Agreement, or for a new agreement, and absent the written consent of the Landlord) shall constitute a month-to-month extension of this Agreement at a rental of 10% (ten percent) of the previous rental for the Premises (plus payment of all other expenses payable by Tenant as set forth in this Agreement). Such holding over without the Landlord's consent shall not prejudice the Landlord's right to bring an action for the eviction of the Tenant.
27. **Indemnity.** The Tenant shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Tenant's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Tenant expressly agrees that the indemnification provided herein constitutes the Tenant'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 Tenant claims or recovers compensation from the City for a loss or injury that Tenant 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.

No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

28. **Landlord Liable only for Negligence.** Except where caused by Landlord's negligence, Landlord 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, earthquake, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.
29. **Nondiscrimination.** In the performance of this Agreement, Tenant 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 or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
30. **Waiver of Covenants.** It is agreed that the waiver of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.



- 31. **Rights of Successors and Assigns.** The covenants and agreements contained within this Agreement shall apply to the benefit of successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.
- 32. **Notice Provision.** Any and all notices required by this Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

**If to Landlord:**

Special Events & Facilities Department  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060

**And CC to:**

City Attorney's Office  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060

**If to Tenant:**

Katharine Wang, Executive Director  
Park City Film  
1255 Park Avenue  
P.O. Box 683058  
Park City, UT 84060

- 33. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the parties and it cannot be altered or amended except by written instrument, signed by both parties.
- 34. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- 35. **Electronic Signatures.** Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to 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 10/1/2021 day of 10/1/2021, 2021.**

TENANT:

**PARK CITY FILM**, a Utah non-profit corporation  
1255 Park Avenue / PO Box 683058  
Park City, Utah 84069  
PC Business License: B-014110

DocuSigned by:  
*Katharine Wang*  
00397A66B22D4E6...

By: Kathrine Wang  
Executive Director

LANDLORD:

**PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation

445 Marsac Avenue

PO Box 1480

Park City, UT 84060

DocuSigned by:  
*Matt Dias*

D5D5222E80E246E...  
Matt Dias, City Manager

Approved as to Form:

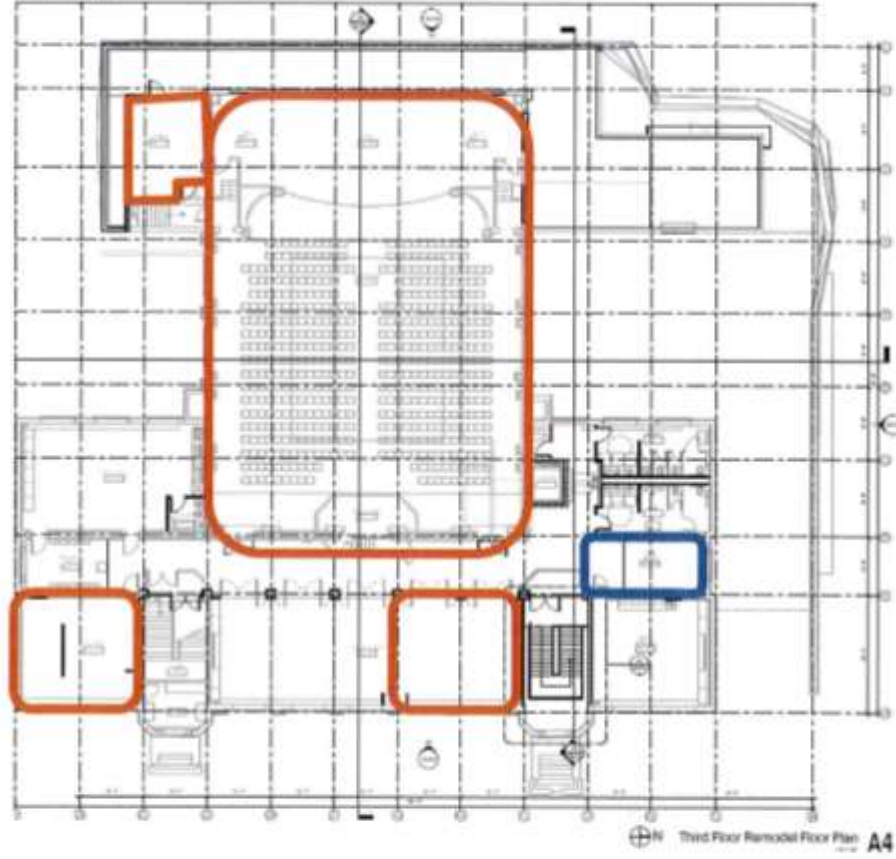
DocuSigned by:  
*Tom Daley*

E160489C9F144FF...  
City Attorney's Office




EXHIBIT "A"  
BUILDING SPACE  
1255 Park Avenue, Park City, Utah 84060

Exhibit A



Third Floor Remodel Floor Plan A4

-  - Non - Exclusive Use
-  - Exclusive Use

## EXHIBIT "B"

Fee Schedule  
1255 Park Avenue, Park City, Utah 84060

<b>PC Film Fee Schedule - Suspension of Increase through 2023, then 3%</b>				
Year	Base Cost	% of Increase	Dollar Increase	Total Lease Fee
2021-22	\$24,684.62	0	\$0.00	\$24,684.62
2022-23	\$24,684.62	0	\$0.00	\$24,684.62
2023-24	\$24,684.62	0.03	\$740.54	\$25,425.16
2024-25	\$25,425.16	0.03	\$762.75	\$26,187.91
2025-26	\$26,187.91	0.03	\$785.64	\$26,973.55
2026-27	\$26,973.55	0.03	\$809.21	\$27,782.76
				<b>\$155,738.62</b>

EXHIBIT "C"  
Three Party Agreement  
1255 Park Avenue, Park City, Utah 84060



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/1/2021

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> InfiniTeam Insurance 39 West 9000 S Sandy, UT 84070	<b>CONTACT NAME:</b> Karen Egbert <b>PHONE (A/C, No, Ext):</b> (801) 748-2821 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Karen.Egbert@infteam.com	
	<b>APPROVED</b>	
<b>INSURED</b> Park City Film Series Park City Film Council dba: PO Box 683058 Park City, UT 84068	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Philadelphia Indemnity Insurance Company <b>18058</b>	
	<b>INSURER B :</b> WCF Mutual Insurance Company <b>10033</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

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

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							
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	PHPK2300131	9/6/2021	9/6/2022	EACH OCCURRENCE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						MED EXP (Any one person)	\$ 5,000
		OTHER:						PERSONAL & ADV INJURY	\$ 2,000,000
								GENERAL AGGREGATE	\$ 4,000,000
								PRODUCTS - COMP/OP AGG	\$ 4,000,000
								LIQUOR LIAB	\$ 1,000,000
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO OWNED AUTOS ONLY			PHPK2300131	9/6/2021	9/6/2022	BODILY INJURY (Per person)	\$
		HIRE AUTOS ONLY						BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
		NON-OWNED AUTOS ONLY							\$
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB						EACH OCCURRENCE	\$ 1,000,000
		EXCESS LIAB			PHUB777694	9/6/2021	9/6/2022	AGGREGATE	\$ 1,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
B	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		3424483	7/12/2021	7/12/2022	E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<input checked="" type="checkbox"/>	General Liability			PHPK2300131	9/6/2021	9/6/2022	Each Common Cause	\$ 1,000,000
A	<input checked="" type="checkbox"/>	General Liability			PHPK2300131	9/6/2021	9/6/2022	Aggregate Limit	\$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 All operations of the insured.  
 Park City Municipal Corp is additional insured on general liability with written contract and includes waiver of subrogation. Work comp includes coverage for volunteers. Workers compensation also includes waiver of subrogation. Subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b> Park City Municipal Corp PO 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 