

**Park City Cooperative Preschool
Park City Municipal Corporation
2014 – 2020 Property Lease**

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereinafter referred to as “Landlord”) and the Park City Cooperative Preschool (hereinafter referred to as “Tenant”) to set forth the terms and conditions under which Landlord will lease space in the Park City Library 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 several areas within Library Building as described in Exhibit A (attached and hereafter referred to as “Premises”). The leased Premises include the exclusive use of room Rooms 317 (Pre-School Entry) and 319 (Pre School), and an outdoor play area (hereinafter referred to as the Preschool Playground). Tenant shall have exclusive use of the Preschool Playground from 10:00 am to 11:00 am, and the non-exclusive rights of use at all other times. Other tenants of the Library Building and Landlord may use the Preschool Playground provided that:
 - (1) The use does not conflict with previously scheduled use by Tenant; and
 - (2) The user takes full responsibility for clean-up and repair of any damages.

Tenant shall also have access to the public bathrooms in the library and auditorium portions of the Building. The Lease includes two free rentals of the Auditorium, one for the Christmas Pageant and a second for graduation in the spring.

2. Term. The Tenant currently occupies the Premises pursuant to another Lease dated November 11, 2013 which will be terminated and superseded by this Agreement. The new Lease term shall commence on June 1, 2014, and shall run for six (6) years, through June 30, 2020. If the Landlord determines in its sole discretion that the Property is no longer surplus municipal property, the Landlord may provide 180 day written notice of cancellation of the Lease at any time.

3. Renovation of Library Building. The Landlord will be renovating the Library Building from June 3, 2014 through May 30, 2015. Between June 3, 2014 and June 1, 2015 the tenant will relocate in their entirety to two alternative locations:
 - a. Exclusive use of the Park City Ice Arena 2nd Floor Multipurpose room 203 and exterior playground area identified in Exhibit C. The term shall be July 1, 2014 – August 23, 2014. Rent shall be \$690 to cover the incremental cleaning cost. Park City agrees to provide an age-appropriate space adjacent to the classroom for a playground including sand or mulch ground cover.
 - b. Exclusive use of the City Park Recreation Building (exhibit B). The term shall be August 23, 2014 – June 1, 2015. Rent shall be \$523/month for utility bills (average cost of September 2013 – May 2014 sewer, gas, and power bills), plus any cleaning Park City Municipal conducts at the request of the Tenant. Park City agrees to provide an age-appropriate space adjacent to the building for a playground including sand or mulch ground cover and a fence to separate uses.

In an effort to help mitigate impacts for vacating the Library Building from June 3, 2014 – May 30, 2015 Park City will provide one-time cash payment of \$15,000 to partially cover the following:

- Moving Costs;
- Potential lost revenue due to relocation;
- Potential lost revenue due to unpredictable location and changed timeline;
- Increased marketing costs associated with relocation.

4. Rent. The annual rent for the leased Premises within the Library Building, as described in Section 2, shall be as follows:

- (1) Rate: Rent starting in June 2015 will be Twenty thousand five hundred thirty six dollars and fifty six cents (\$20,536.56) for the twelve month term.
- (2) Payments: Rent shall be paid in twelve (12) equal monthly installments of one Thousand seven hundred seventy-eight dollars and forty nine cents (\$1,744.61). Rent shall be due on the first of each month, and past due if not paid by the tenth (10th) of the month. A late fee of \$25 shall accrue every five days thereafter.
- (3) Deposit: A refundable deposit of \$1,000.00 is required to cover any damage and cleaning/removal of items needed at the end of the lease term.
- (4) Rent Adjustment: Beginning each June 1 the annual rent shall increase 3%, for example on June 1, 2016 the annual rent will increase to \$21,152.66. A proposed rent schedule for each lease term is provided as Table 1.
- (5) Credit for Early Payment. If Tenant pays Landlord the annual rent in full by June 15, then rent will be reduced by four percent (4%). If Tenant pays bi-annually then rent will be reduced by two percent (2%).

5. PCCP Obligation. Tenant shall operate a community based cooperative preschool.

6. Accounting. Tenant agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books and records at reasonable times and places during ordinary business hours provided that thirty (30) days written notice of the audit is provided to the Tenant and such notice contains a reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense.

7. 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.

8. Use of the Premises. The premises shall be used only for education for a community based cooperative preschool and directly related purposes.

9. Telephone, Cable, Internet and Microwave. The Tenant will install its own telephone, television, computer and other communication equipment in the leased space. Any 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 will be the Tenant's responsibility.

10. Insurance. Tenant will carry a primary and non-contributory policy of general liability insurance, in an amount of at least Two Million Dollars (\$2,000,000) per incident or occurrence and Four Million Dollars (\$4,000,000) policy aggregate limits, to cover Tenant's patrons and employees during the course of its business. Tenant shall carry a primary and non-contributory property insurance policy covering property and contents located in Tenant's space, which are owned or leased by the Tenant.

Tenant's policies shall include an endorsement naming Landlord an additional insured on the policy, and an endorsement Waiver of Transfer of Rights of Recovery Against Others To Us (form CG 24 04 10 93), as part of the policy. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Landlord on or before the lease commencement date, and maintained continuously during the term of the lease.

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.

11. 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 real estate and personal property taxes and other related assessments or taxes on the Tenant's Premises during the term of this lease.

12. 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 fund 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.

13. Tenant Improvements. Landlord agrees to provide tenant improvements according to Table 2, including approximately \$28,560 in specific finishes at the request of the Tenant. Any additional interior finish or furnishings desired by the Tenant must be approved in advance by the Landlord and Owner 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. At the expiration or termination of the Lease, all Tenant improvements become property of the Landlord unless specifically exempted in writing prior to installation.

14. Signs. Landlord reserves the right to specifically review and approve or reject proposed signs on or in the building. Tenant shall be considered a stakeholder when Landlord proposes a master sign plan and 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 at the end of each lease term.

15. Assignment/Sublease. The Lease may not be assigned or the Premises sublet without the advance written consent of Landlord, which may be withheld in its sole discretion.

16. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or reaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:

(1) 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;

(2) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;

(3) 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;

(4) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-

letting by Landlord in on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

17. 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 Lease. 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.

18. 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 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 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 shall be Landlord's responsibility.

19. 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. Landlord shall have the right to inspect the leased space during the Tenant's normal business hours.

20. Force Majeure. This Lease Agreement shall automatically terminate upon any holding, interpretation, or determination by a court, legislative, or administrative body that Landlord may not lease to a private educational entity or similar establishment or that the Landlord may not lease to a private entity either under existing state and federal law regulation or future state and federal law regulation.

21. 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 Lease. 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.

22. 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 Lease unless specifically exempted in writing prior to commencing work.

23. 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 be of which may 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. If we choose to hold a deposit; is this where we address payment?

24. Surrender of Premise. 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.

25. Hold Over. Should Tenant hold over the Premises or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only, and Tenant shall pay as monthly rental the same monthly rental provided for herein.

26. Available Space. If additional space becomes available in the Library Building, Landlord agrees to offer such space to tenants in the Library Building before making it available to non-tenants. Landlord reserves the right to use space that becomes available and to assign the space through a competitive bid process with tenants of the Library Building who have been in the building for one (1) year or more, at the time the space becomes available.

27. Indemnity.

(1) 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.

(2) 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, 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. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, services or operation of its business hereunder.

30. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease 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 the Lease shall apply to the benefit of successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

32. Security. The Landlord will install doors with locking hardware. The Tenant is entitled to put locks on the 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 building 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 to make sure that 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.

33. Parking. The Carl Winters School underlying approvals recognize the parking for the building is shared between the building tenants. There are no guaranteed spots. The Mawhinney lot across the street can be accessed for any overflow parking needs. The Landlord will assign a minimum of two short term load/unload parking spaces proximate to the entry of the building for non-exclusive tenant use.

34. Notice Provision. Any and all notices required by this Lease 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:
Jonathan Weidenhamer
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060


If to Tenant:
Board Chair
Park City Cooperative Preschool
PO Box 683482
Park City, UT 84068

35. Entire Agreement. This agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.




_____ day of May, 2015 LEASE SIGNED.

PARK CITY MUNICIPAL
CORPORATION

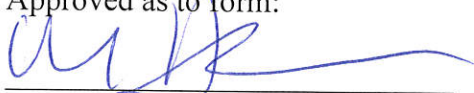

Jack Thomas, Mayor

Attest:



Marci Heil, City Recorder

Approved as to form:

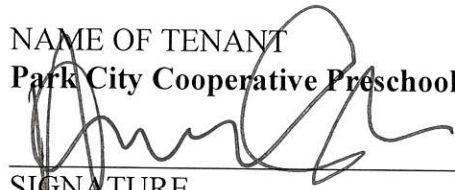


City Attorney's Office

NAME OF TENANT

Park City Cooperative Preschool

SIGNATURE



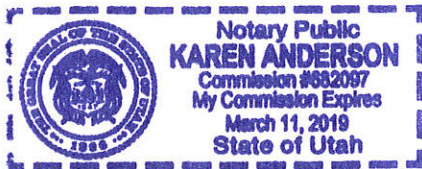
Amanda Anderson President

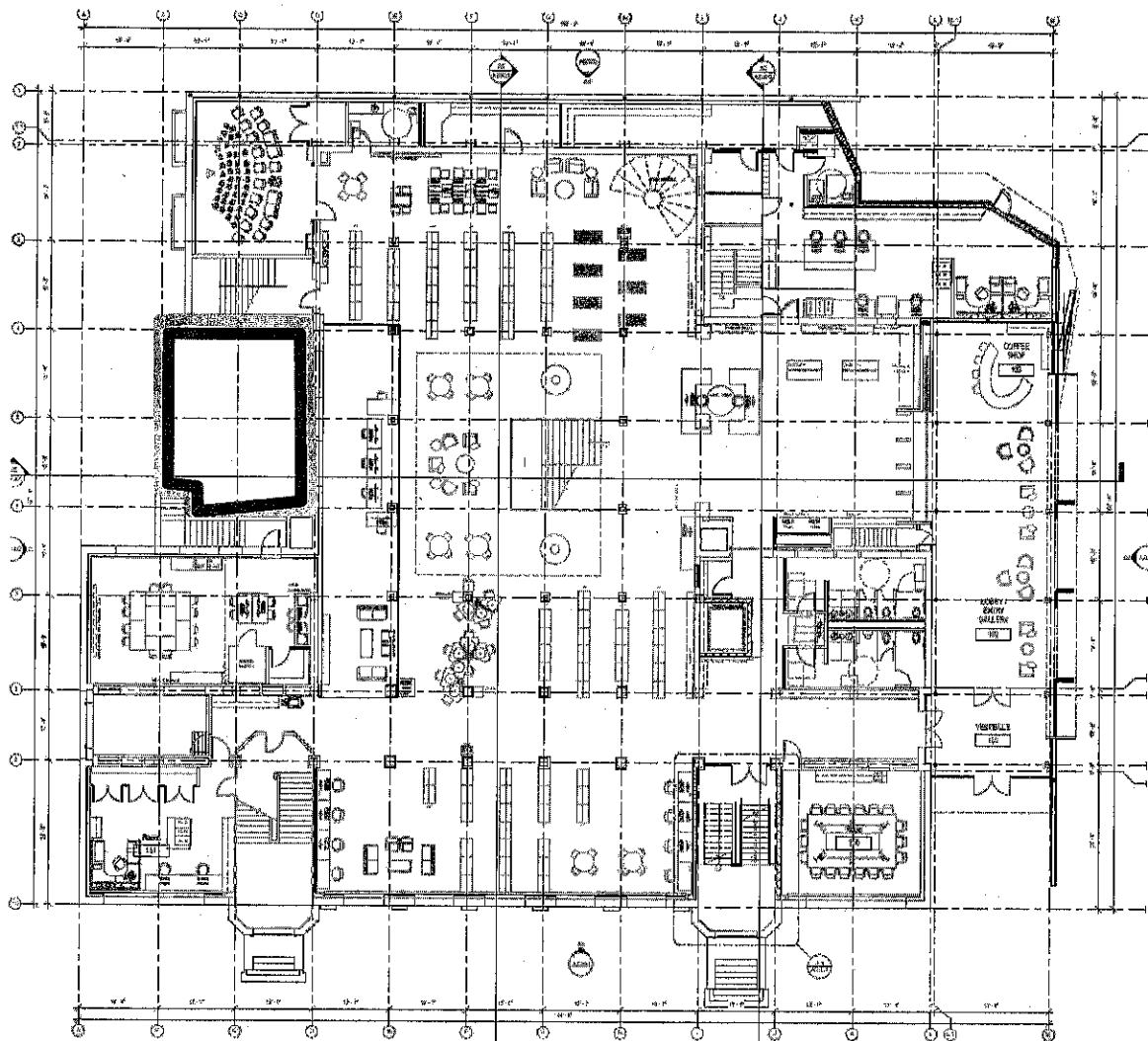
PRINT NAME AND TITLE

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 20th day of May, 201~~7~~⁵, before me, the undersigned notary, personally appeared Amanda Anderson, personally known to me/proved to me through identification documents allowed by law, to be the person who executed the within instrument as President (Title of Signer), the corporation therein named, and acknowledged to me that **Park City Cooperative Preschool** executed the same for the purposes therein stated.


Notary Public



⊕ N First Floor Remodel Floor Plan A4



-  - Non - Exclusive Use
-  - Exclusive Use (10:00 am - 11 am; M-F)

Exhibit B



Site Map

Exhibit C

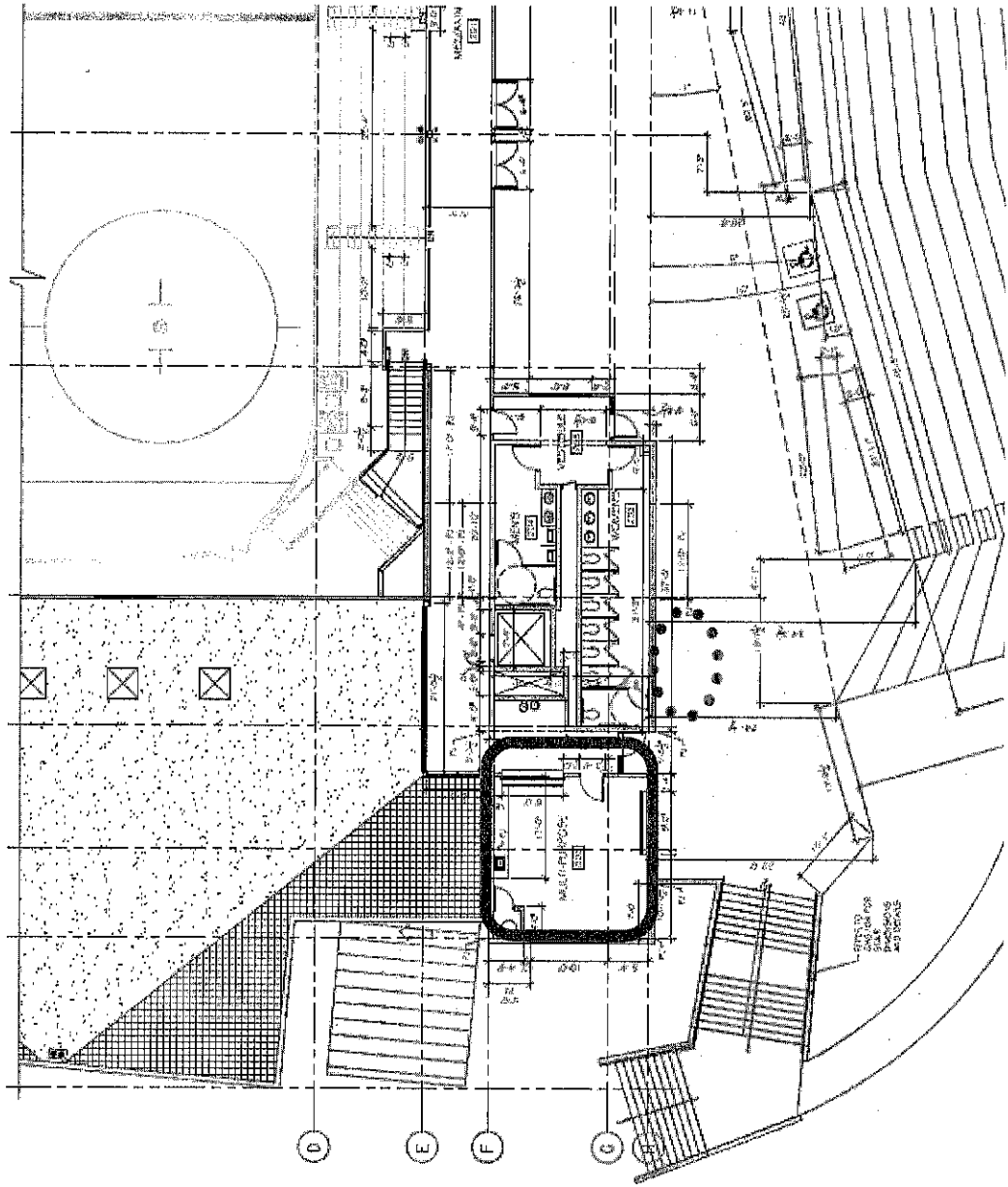


Table 1

	BASE RENT	2% Deduction for Bi-Yearly	Bi-Yearly Payment	4% Deduction for Yearly	Savings at 2%	Savings at 4%
Jul-09	15,925.61	15,607.10	7,803.55	15,288.59	318.51	637.02
Jul-10	16,721.89	16,387.45	8,193.73	16,053.01	334.44	668.88
Jul-11	17,557.99	17,206.83	8,603.41	16,855.67	351.16	702.32
Jul-12	18,435.88	18,067.17	9,033.58	17,698.45	368.72	737.44
Jul-13	19,357.68	18,970.52	9,485.26	18,583.37	387.15	774.31
Jul-14	19,938.41	19,539.64	9,769.82	19,140.87	398.77	797.54
Jul-15	20,536.56	20,125.83	10,062.91	19,715.10	410.73	821.46
Jul-16	21,152.66	20,729.60	10,364.80	20,306.55	423.05	846.11
Jul-17	21,787.24	21,351.49	10,675.75	20,915.75	435.74	871.49
Jul-18	22,440.85	21,992.04	10,996.02	21,543.22	448.82	897.63
Jul-19	23,114.08	22,651.80	11,325.90	22,189.52	462.28	924.56

Table 2

Carl Winters School Building Cooperative Preschool Schematic Level Cost Opinion		BLOCK		
Cooperative Preschool				
Demolition				
ITEM	UNIT	QNTY	UNIT COST	EXTENSION
Remove existing ceiling system	SF	818	\$ 2.15	\$ 1,758.70
Remove interior walls	SF	120	\$ 2.85	\$ 342.00
Remove door/frame	EA	2	\$ 78.00	\$ 156.00
Remove floor finishes	SF	992	\$ 1.56	\$ 1,547.52
Remove millwork	Allow	1	\$ 500.00	\$ 500.00
Miscellaneous demolition	Allow	1	\$ 1,000.00	\$ 1,000.00
Demolition Subtotal:				\$ 6,304.22
Construction				
ITEM	UNIT	QNTY	UNIT COST	EXTENSION
Suspended 2x2 ceiling	SF	818	\$ 4.75	\$ 3,885.50
Metal stud/gyp board walls	SF	180	\$ 3.66	\$ 658.80
Miscellaneous wall infill/patch	Allow	1	\$ 500.00	\$ 500.00
Single wood door / HM frame	EA	1	\$ 1,488.00	\$ 1,488.00
Storefront door/frame	SF	120	\$ 39.00	\$ 4,680.00
Window shades	SF	280	\$ 11.00	\$ 3,080.00
Paint walls	SF	2544	\$ 0.68	\$ 1,729.92
Paint door frames	EA	1	\$ 65.00	\$ 65.00
Rubber base 4"	LF	202	\$ 3.25	\$ 656.50
Carpet	SF	422	\$ 4.80	\$ 2,025.60
VCT	SF	409	\$ 4.28	\$ 1,750.52
Tile	SF	186	\$ 15.00	\$ 2,790.00
Millwork - restroom	LF	15	\$ 215.00	\$ 3,225.00
Millwork - kitchen	LF	15	\$ 245.00	\$ 3,675.00
Millwork - storage	LF	20	\$ 315.00	\$ 6,300.00
Reinstall cubbies	Allow	1	\$ 500.00	\$ 500.00
Miscellaneous construction	Allow	1	\$ 1,500.00	\$ 1,500.00
Appliances (range, mic., ref., dishwasher)	Allow	1	\$ 6,000.00	\$ 6,000.00
Children's Water Closet	EA	2	\$ 650.00	\$ 1,300.00
Sink	EA	3	\$ 580.00	\$ 1,740.00
Mirror	SF	30	\$ 42.00	\$ 1,260.00
Toilet/kitchen accessories	Allow	1	\$ 450.00	\$ 450.00
Mechanical	SF	992	\$ 24.00	\$ 23,808.00
Electrical and Lighting	SF	992	\$ 22.00	\$ 21,824.00
Fire Sprinkler Adjustments / Upgrades	SF	992	\$ 4.00	\$ 3,968.00
Construction Subtotal:				\$ 98,507.84
Subtotal:				\$ 103,812.06
General Conditions (10%):				\$ 10,381.21
Overhead and Profit (15%):				\$ 15,571.81
Design Contingency (10%):				\$ 10,381.21
TOTAL FEASIBILITY LEVEL CONSTRUCTION COST OPINION:				\$ 140,146.28

Of these, approximately \$28,560 is specifically attributable to requests of the Tenant. Landlord agrees to include these in the renovation costs:

\$	what
\$3,225	restroom millwork
\$3,675	kitchen millwork
\$6,300	storage millwork
\$500	cubbies
\$6,000	appliances
\$1,300	kids bathroom
\$1,740	sink
\$1,260	mirror
\$24,000	sub - total
\$4,560	storefront door
\$28,560	total



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2014

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 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 Trustco, Inc. 2063 East 3900 South Salt Lake City UT 84124-1760	CONTACT NAME: Elizabeth Clark, AAI CIC CISR
	PHONE (A/C No. Ext): (801) 278-5341 FAX (A/C No.): (801) 278-9051 E-MAIL ADDRESS: betsy@trustcoinc.com
INSURED Park City Cooperative Preschool P.O. Box 683482 Park City UT 84060	INSURER(S) AFFORDING COVERAGE
	INSURER A: Scottsdale Ins Co NAIC # 41297
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 2014 - GL - AI 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPS2063843	10/4/2014	10/4/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Operations of the insured: Preschool

Location of Premises: 1400 Sullivan Road, Park City, UT 84060

CERTIFICATE HOLDER**CANCELLATION**

Park City Municipal Corp. P.O. 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 E Clark, AAI CIC CISR <i>Elizabeth Clark</i>

COMMENTS/REMARKS

The above referenced General Liability policy includes endorsement #CG 20 10 04 13 -
Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization

CG 24 04 05 09 - Waiver of Transfer of Rights of Recoverage Against Others to Us

CG 20 01 04 13 - Primary and Noncontributory - Other Insurance Condition

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PARK CITY MUNICIPAL CORP PO BOX 1430 PARK CITY, UT 84060 \$100.00 FLAT AND FULLY EARNED	
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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

PARK CITY MUNICIPAL CORP
PO BOX 1480
PARK CITY, UT 84060

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

\$150.00 FLAT AND FULLY EARNED

FIRST ADDENDUM TO 2015 PROPERTY LEASE

This FIRST ADDENDUM is made and entered into in duplicate this 6 day of August, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and the Park City Cooperative Preschool, a Utah non-profit corporation, (“Tenant”), to amend the Park City Municipal Corporation Property Lease signed and executed by the parties on May, 20, 2015.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Property Lease on May 20, 2015, (hereinafter “Property Lease”);

WHEREAS, the term of the Property Lease is due to end June 30, 2020; and

WHEREAS, due to the unforeseen impacts of Covid 19 the parties desire to extend the Property Lease for one (1) year under the current terms;

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

1. AMENDMENTS:

a. **EXTENSION OF TERM.** The term of the Property Lease shall be extended to a termination date of June 30, 2021.

2. OTHER TERMS.

All other terms and conditions of the Property Lease shall continue to apply.

3. ENTIRE AGREEMENT. This First Addendum is a written instrument pursuant to Section 35 of the Property Lease between the parties and cannot be altered or amended except by written instrument, signed by all parties.

4. COUNTERPARTS. This First Addendum 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.

5. ELECTRONIC SIGNATURES. Each party agrees that the signatures of the parties included in this First Addendum, 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 hereto have caused this First Addendum to be executed the day and year first herein above written.

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

DocuSigned by:
Matt Dias
MATT DIAS, City Manager

Attest:

DocuSigned by:
Heath V. Long
City Recorder's Office

Approved as to form:

DocuSigned by:
[Signature]
City Attorney's Office

TENANT:

Name: Park City Cooperative Preschool

Address: PO Box 683482

City/State/Zip: Park City, Utah

Tax ID#:


B-016025

PC Business License #: _____

Rachel Kleinschnitz

Printed Name

DocuSigned by:



Signature

Board President

Title

THE CITY REQUIRES THE TENANT TO COMPLETE EITHER THE NOTARY
BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 20__ , _____ personally appeared before me, whose identity is personally known to me or/proven to me on the basis of satisfactory evidence, and who by me duly worn/affirmed, did say that she is _____ (position), of _____ (organization), and that said document was signed by her on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he/she acknowledged to me that she executed the First Addendum to the Park City Municipal Corporation Property Lease..

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the 5th day of August, 2020, at Park City, Summit County (insert State and County here).

Printed name Rachel kleinschnitz

Signature:  9D1238659842493...