

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of this 23 day of May, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK SILLY SUNDAY MARKET, THE, a Utah corporation, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed Twenty Thousand Dollars (\$20,000.00) annually.

The City has designated the Economic Development Project Manager, or his/her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on July 31, 2019, or earlier, unless extended by mutual written agreement of the Parties. This

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Agreement, may be renewed for an additional two (2) years for 2020 and 2021, provided both parties execute written notice of consent to renew by writing by July 31 of each year thru 2020.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payment for services provided hereunder shall be made as follows:
Fifty percent (50%) of the 2019 service cost at execution of this Agreement and receipt of invoice, and the remaining amount of the 2019 service cost to be paid upon completion of services provided and receipt of invoice.

For each subsequent year, fifty percent (50%) of annual costs will be paid upon both parties extending contract and receipt of invoice, and the remaining fifty (50%) of annual payment will be made within sixty (60) days of service at the completion and receipt of invoice of annual services.

The total project maximum funds available are not to exceed Twenty Thousand Dollars (\$20,000.00) annually.

- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the Economic Development Project Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

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4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality.

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Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individual(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider 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 Service Provider's negligent 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 Service Provider; and provided further, that nothing herein shall require the Service Provider 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.

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The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider'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 Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider 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.

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

8. INSURANCE.

The Service Provider 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 the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider 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 Service Provider 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 and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

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- D. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- E. The Service Provider'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.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services

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performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.

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- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra"

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pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party

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may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

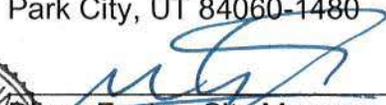
**PARK CITY MUNICIPAL CORPORATION
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21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

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



Diane Foster, City Manager

Attest:



Leah R. Long
City Recorder's Office



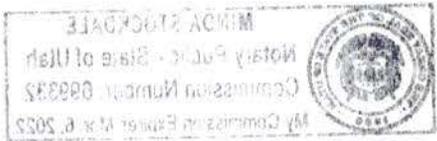


MATTHEW DMS, ACM

Approved as to form:



City Attorney's Office



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SERVICE PROVIDER NAME

PARK SILLY SUNDAY MARKET, THE, a Utah corporation

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL _____

Signature

Kathryn McChesney
Printed name

Executive Director
Title

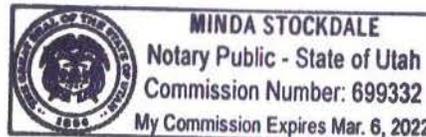
STATE OF UTAH)

) ss.

COUNTY OF SUMMIT)

On this 21 day of MAY, 2019, personally appeared before me KATE MCCHESNEY, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the EXECUTIVE DIRECTOR (title or office) of PARK SILLY SUNDAY MARKET, THE, a Utah corporation, by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as SERVICE AGREEMENT (title) for PARK SILLY SUNDAY MARKET, THE, a Utah corporation.

M B Stockdale
Notary Public



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EXHIBIT “A”

SCOPE OF SERVICES

The Fourth of July Event Planner Scope of Service includes providing the following tasks:

Vendor Coordination – Under the supervision of the Special Events Department, the Event Planner is responsible for coordinating vendors for City Park activities, including, but not limited to:

- Soliciting Event Sponsors;
- Vendor Coordination Meetings;
- Mandatory Vendor Final Pre-Event Meeting;
- Coordination of all Activity Providers – Rugby, 5K Run, Parade, Volleyball, Breakfast, BBQ, Kids & Family Games, Fireworks etc...
- Securing Entertainment for Park and Parade;
- First Aid/Lost and Found, Park Access/Security;
- Public Services such as temporary trash, recycling, and restrooms, in coordination with environmental sustainability standards, as well as other utility, power and stage/temporary material or structure set up;
- Residential and Parking Mitigation in coordination with Transportation Planning; and
- Park Activity Volunteer Coordination.

Parade & Participant Coordination – Under the supervision of the Special Events Department, the Event Planner is responsible for coordinating the 4th of July Parade, including, but not limited to:

- Mandatory Parade Participant Pre-Event Meeting;
- Managing parade application entries;
- Securing parade entertainment (including musical entertainment & flyover);
- Participating in the parade selection/coordination committee;
- Organizing parade entrant line up (order of parade applicants);
- Coordination of Parade volunteers;
- Coordinating with other activities or events that may be political in nature (first amendment activities);
- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning;
- Managing parade course including coordination of emcee/public relations, street closures, drop off, pick up, and parking, in coordination with transportation planning and community engagement; and
- Participating in parade safety and security planning.

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Fireworks & Evening Event Coordination – Under the supervision of the Special Events Department, the Event Planner is responsible for coordinating the 4th of July fireworks and evening events, including but not limited to:

- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning;
- Coordinating the event with transportation planning – both for traffic ingress and egress, bus, bike, and walk promotions, transit and taxi/rideshare coordination; and
- Afternoon/ evening activities and firework coordination at Park City Mountain Resort Base.

Volunteer Coordination - Under the supervision of the Special Events Department, the Event Planner is responsible for coordinating the 4th of July volunteers, including, but not limited to:

- PR and outreach for volunteers;
- Mandatory Volunteer Pre-Event/Appreciation Meeting;
- City Park Vendor Activities;
- Parade Course and Participants;
- Post Event Clean Up; and
- PR and outreach.

An anticipated schedule of work requirements for the Event Planner is outlined below.

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Week of May 5	10	Regular Work Week and Business Hours	Review of parade, volunteer and vendor applications
Week of May 12	10	Regular Work Week and Business Hours	Coordination Meetings, Release Parade Float & Volunteer Application
Week of May 19	10	Regular Work Week and Business Hours	Final Fee Reduction Announced, Coordination Meetings, Draft site plans, Draft 4th of July Transportation & Communications Plans Due
Week of May 26	10	Regular Work Week and Business Hours	Finalize all City Park Vendors
Week of June 2	10	Regular Work Week and Business Hours	Final DRAFT Site Plans, Parade Applications Due, Final DRAFT Transportation and Communication Plans Due
Week of June 8	20	Regular Work Week and Business Hours	Late Parade Applications Due, Finalize Volunteer Positions, FINAL Transportation and Communications Plans Due
Week of June 16	20	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize parade line up, vendor and volunteer logistics, coordination meetings, ongoing city park and volunteer and event coordination, Transportation & Communications DRAFT Docx
Week of June 23	25	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize all parade, and city park operations and logistics. This includes separate volunteer, parade and vendor information meetings. Full execution of Communications and Transportation
Week of June 30	40	Regular Work Week as well as possible work on weekend and outside of normal business hours	Event execution Sunday through Wednesday, Fourth of July requires up to 15 hours of work; this week includes event set up, execution and clean up. A Majority of the work is done outside of meetings and requires physical labor.
Week of July 7	20	Regular Work Week and Business Hours	Summary and debrief meetings
Week of July 14	10	Regular Work Week and Business Hours	Summary and debrief meetings
Week of July 21	5	Regular Work Week and Business Hours	Final debrief meetings
Week of July 28	5	Regular Work Week and Business Hours	Final wrap of event
Total Hours for the Project	195		

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Additionally:

- Applicants must meet all Park City Municipal Corporation insurance requirements.
- Application must meet all Federal and State employer requirements.
- Applicants must include all expected equipment costs to perform the work in bid.
- Applicants must include what type of training hired employees receive, as well as a summary of training given to applicant's employees.
- Applicants must include all costs for personnel hourly rates.
- Applicants must include overtime rates and miscellaneous costs in bid.
- Applicants must include all costs and explanations of costs of any management or administrative fees.
- Applicant must include a statement of experience providing these services including the size of other events.
- A 2-hour mandatory pre-event meeting and training is required for volunteers, parade participants, and vendors and is required as part of the scope with PCMC staff, as included in scope above.

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EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

If additional personnel or equipment are requested by Park City, the pricing costs (as outlined in Exhibit "A" herein), will be pre-approved by the Park City Special Events Department in advance in writing, and shall not exceed the amount allowed under Paragraph 1 of the Agreement entitled "Scope of Services".



PARKS-1

QP ID: RH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2018

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

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

PRODUCER Robert Hess and Company, Inc. 1120 Mar West, Suite B Tiburon, CA 94920 Rob Hess	415-435-6077	CONTACT NAME: Tricia Wallace PHONE (A/C, No, Ext): 415-435-6077 FAX (A/C, No): 415-435-9126 E-MAIL ADDRESS: twallace@robhessco.com														
INSURED PARK SILLY SUNDAY MARKET PO Box 684229 Park City, UT 84060		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Casualty Company</td> <td>11991</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Casualty Company	11991	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: National Casualty Company	11991															
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

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	ADDD SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LLiab to particip GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	KKO0000021963500	05/28/2018	05/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		KKO 0000021963800	05/28/2018		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0	Y	XKO 0000021964000	05/28/2018	05/28/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured but only as respects operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

PS-BCDP Park City Municipal Corp. PO Box 1480 Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert C. Hess</i>
---	--

UTAH INSURANCE IDENTIFICATION CARD

PARKS-1

TW

COMPANY NUMBER

11991

COMMERCIAL PERSONAL

POLICY NUMBER
KKO0000021963800

EFFECTIVE DATE
05/28/18

EXPIRATION DATE
05/28/19

YEAR MAKE/MODEL
2000 GMC W3500

VEHICLE IDENTIFICATION NUMBER
J8DB4B144Y7004838

AGENCY / COMPANY ISSUING CARD
Robert Hess and Company, Inc.
Rob Hess
1120 Mar West, Suite B
Tiburon, CA 94920

INSURED

Park Silly Sunday Market

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

UTAH INSURANCE IDENTIFICATION CARD

PARKS-1

TW

COMPANY NUMBER:

11991

COMMERCIAL PERSONAL

POLICY NUMBER
KKO0000021963800

EFFECTIVE DATE
05/28/18

EXPIRATION DATE
05/28/19

YEAR MAKE/MODEL
1993 CHEVY SUBURBAN

VEHICLE IDENTIFICATION NUMBER
IGNSK16K9TJ391986

AGENCY / COMPANY ISSUING CARD
Robert Hess and Company, Inc.
Rob Hess
1120 Mar West, Suite B
Tiburon, CA 94920

INSURED

Park Silly Sunday Market

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

UTAH INSURANCE IDENTIFICATION CARD

PARKS-1

TW

COMPANY NUMBER

11991

COMMERCIAL PERSONAL

POLICY NUMBER

KK00000021963800

EFFECTIVE DATE

05/28/18

EXPIRATION DATE

05/28/19

YEAR

2016

MAKE/MODEL

SUBARU OUTBACK

VEHICLE IDENTIFICATION NUMBER

4S4BSENC1G3324873

AGENCY / COMPANY ISSUING CARD
Robert Hess and Company, Inc.
Rob Hess
1120 Mar West, Suite B
Tiburon, CA 94920

INSURED

Park Silly Sunday Market

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.



Utah State Tax Commission • 210 N 1950 W • Salt Lake City, UT 84137

Exemption Certificate
(Sales, Use, Tourism and Motor Vehicle Rental Tax)

TC-721
Rev. 7/15

Name of business or institution claiming exemption (purchaser) PARK SILLY SUNDAY MARKET		Telephone number 435-658-0300	
Street address PO BOX 684229	City PARK CITY	State UT	ZIP Code 84068
Authorized signature 	Name (please print) BAILEE, DANILOFF, EA	Title ACCOUNTANT	
Name of Seller or Supplier		Date	

The signer of this certificate MUST check the box showing the basis for which the exemption is being claimed.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
Keep it with your records in case of an audit.

For purchases by government, Native American tribes and public schools, use form TC-721G.

RESALE OR RE-LEASE
Sales Tax License No. _____

I certify I am a dealer in tangible personal property or services that are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-195-74), I will report and pay sales tax directly to the Tax Commission on my next sales and use tax return.

LEASEBACKS

I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.

COMMERCIAL AIRLINES
Sales Tax License No. _____

I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.

COMMERCIALS, FILMS, AUDIO AND VIDEO TAPES
Sales Tax License No. _____

I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.

FILM, TELEVISION, VIDEO

I certify that purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.

ALTERNATIVE ENERGY
Sales Tax License No. _____

I certify the tangible personal property meets the requirements of Utah Code §59-12-104 and is leased or purchased by or for an alternative energy electricity production facility, a waste energy production facility, or a facility that produces fuel from alternative energy.

FUELS, GAS, ELECTRICITY
Sales Tax License No. _____

I certify all natural gas, electricity, coal, coke, and other fuel purchased will be used for industrial use only and not for residential or commercial purposes.

STEEL MILL

Sales Tax License No. _____
I certify the rolls, rollers, refractory brick, electric motors or other replacement parts will be used in the furnaces, mills or ovens of a steel mill as described in Standard Industrial Classification (SIC) 3312.

MUNICIPAL ENERGY
Sales Tax License No. _____

I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code §59-12-104 do not apply to the Municipal Energy Sales and Use Tax.

POLLUTION CONTROL FACILITY
Sales Tax License No. _____

I certify our company has been granted a "Certification of Pollution Control Facilities" as provided for by Utah Code §519-12-101 - 19-12-305 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying.

MEDICAL EQUIPMENT

I certify the equipment or device checked below is prescribed by a licensed physician for human use.

- Durable Medical Equipment primarily used to serve a medical purpose, is not worn in or on the body, and is for home use only. (Sales of spas and saunas are taxable.)
- Mobility Enhancing Equipment primarily used to improve movement is for use in a home or motor vehicle, and is not used by persons with normal mobility.
- Prosthetic Device used to replace a missing body part, to prevent or correct a physical deformity, or support a weak body part. This is also exempt if purchased by a hospital or medical facility. (Sales of corrective eyeglasses and contact lenses are taxable.)
- Disposable Home Medical Equipment or Supplies that cannot withstand repeated use and purchased by, for, or on behalf of a person other than a health care facility, health care provider or office of a health care provider. The equipment and supplies must be eligible for payment under Title XVIII, federal Social Security Act, or the state plan for medical assistance under Title XIX, federal Social Security Act.

RELIGIOUS OR CHARITABLE INSTITUTION
Sales Tax License No. 12228988-002-STC

I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.

DIRECT MAIL

Sales Tax License No. _____
I certify I will report and pay the sales tax for direct mail purchases on my next Utah Sales and Use Tax Return.

Workers Compensation and Employers Liability Insurance Policy

NCCI Co No: 19933	INFORMATION PAGE	Policy No: 3065169
--------------------------	------------------	---------------------------

<p>1. INSURED/MAILING ADDRESS: PARK SILLY SUNDAY MARKET PO BOX 684229 PARK CITY, UT 84068 (435) 602-9481</p> <p>Other workplaces not shown above: See Schedule WC 200 A Other named insured (if applicable):</p>	<p>INSURED Is: Association, Labor Union, Renewal of Policy No: 3065169</p> <hr/> <p>F.E.I.N. 204816462 NCCI Risk Id UT Unemployment Id 436548</p>
--	--

2. **POLICY PERIOD:** From 06/02/2018 to 06/02/2019 at 12:01am at the Insured's mailing address

3. **COVERAGE:**

A. **Workers Compensation Insurance:** Part One of the policy applies to the Workers Compensation Law of the state listed here:
UT

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:
None

D. This policy includes these endorsements and schedules:
See Schedule WC 200 C

4. **PREMIUM:**
 The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
See Schedule WC 200 D				
Expense Constant Total Estimated Annual Cost:				\$1,917.00
Minimum Premium: \$400.00 Utah		If indicated below, interim adjustments of premium shall be made: ___ Semi-annually; ___ Quarterly; ___ Monthly		
Deposit Premium:				

PRODUCER:
 Small Business Group

 Countersigned By

SCHEDULE OF OTHER WORKPLACES

Name of Insured: PARK SILLY SUNDAY MARKET
Name of Insurer: WCF Mutual Insurance Company
Policy Number: 3065169
Policy Period: 06/02/2018 at 12:01am to 06/02/2019 at 12:01am

Name/Address	Fein	#Employees
PARK SILLY SUNDAY MARKET 136 HEBER AVE #102 PARK CITY, UT 84060	204816462	20

MUST BE POSTED IN A CONSPICUOUS LOCATION

PARK SILLY SUNDAY MARKET
1895 SIDEWINDER DR
PARK CITY, UT 84060-7565



License Number: B-013196
Customer Number: 082073
Issue Date: 10/1/2018
Expiration Date : 9/30/2019

BUSINESS LICENSE

BUSINESS DESCRIPTION: OPEN AIR MARKET
LEGACY ZONE: 01

KUEHN, KIMBERLY

2019

PARK SILLY SUNDAY MARKET
PO BOX 684229
PARK CITY, UT 84068

RMP
CITY MANAGER

Rebecca Gillis
FINANCE MANAGER

NON-TRANSFERABLE



Park City Municipal Corporation
445 MARSAC AVE
P.O.BOX 1480
PARK CITY, UT 84060

RECEIPT

PARK SILLY SUNDAY MARKET
PO BOX 684229
PARK CITY, UT 84068

Date Paid :

License	Description	Amount
B-013196	Business License Fee :	
	Administrative Fee :	
	Penalty :	
	Total :	_____



Exemption Certificate
(Sales, Use, Tourism and Motor Vehicle Rental Tax)

TC-721
Rev. 7/15

Name of business or institution claiming exemption (purchaser) PARK SILLY SUNDAY MARKET		Telephone number 435-658-0300	
Street address PO BOX 684229	City PARK CITY	State UT	ZIP Code 84068
Authorized signature 	Name (please print) BAILEE DANILOFF, EA	Title ACCOUNTANT	
Name of Seller or Supplier:		Date	

The signer of this certificate MUST check the box showing the basis for which the exemption is being claimed.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
Keep it with your records in case of an audit.

For purchases by government, Native American tribes and public schools, use form TC-721G.

RESALE OR RE-LEASE

Sales Tax License No. _____
I certify I am a dealer in tangible personal property or services that are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax directly to the Tax Commission on my next sales and use tax return.

LEASEBACKS

I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.

COMMERCIAL AIRLINES

Sales Tax License No. _____
I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.

COMMERCIALS, FILMS, AUDIO AND VIDEO TAPES

Sales Tax License No. _____
I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.

FILM, TELEVISION, VIDEO

I certify that purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.

ALTERNATIVE ENERGY

Sales Tax License No. _____
I certify the tangible personal property meets the requirements of Utah Code §59-12-104 and is leased or purchased by or for an alternative energy electricity production facility, a waste energy production facility, or a facility that produces fuel from alternative energy.

FUELS, GAS, ELECTRICITY

Sales Tax License No. _____
I certify all natural gas, electricity, coal, coke, and other fuel purchased will be used for industrial use only and not for residential or commercial purposes.

STEEL MILL

Sales Tax License No. _____
I certify the rolls, rollers, refractory brick, electric motors or other replacement parts will be used in the furnaces, mills or ovens of a steel mill as described in Standard Industrial Classification (SIC) 3312.

MUNICIPAL ENERGY

Sales Tax License No. _____
I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code §59-12-104 do not apply to the Municipal Energy Sales and Use Tax.

POLLUTION CONTROL FACILITY

Sales Tax License No. _____
I certify our company has been granted a "Certification of Pollution Control Facilities" as provided for by Utah Code §§19-12-101 - 19-12-305 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying.

MEDICAL EQUIPMENT

I certify the equipment or device checked below is prescribed by a licensed physician for human use.

- Durable Medical Equipment primarily used to serve a medical purpose, is not worn in or on the body, and is for home use only. (Sales of spas and saunas are taxable.)
- Mobility Enhancing Equipment primarily used to improve movement, is for use in a home or motor vehicle, and is not used by persons with normal mobility.
- Prosthetic Device used to replace a missing body part, to prevent or correct a physical deformity, or support a weak body part. This is also exempt if purchased by a hospital or medical facility. (Sales of corrective eyeglasses and contact lenses are taxable.)
- Disposable Home Medical Equipment or Supplies that cannot withstand repeated use and purchased by, for, or on behalf of a person other than a health care facility, health care provider or office of a health care provider. The equipment and supplies must be eligible for payment under Title XVIII, federal Social Security Act, or the state plan for medical assistance under Title XIX, federal Social Security Act.

RELIGIOUS OR CHARITABLE INSTITUTION

Sales Tax License No. 12228988-002-STC
I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. **This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.**

DIRECT MAIL

Sales Tax License No. _____
I certify I will report and pay the sales tax for direct mail purchases on my next Utah Sales and Use Tax Return.

MAILING LISTS

Sales Tax License No. _____

I certify the printed mailing lists or electronic databases are used to send printed material that is delivered by U.S. mail or other delivery service to a mass audience where the cost of the printed material is not billed directly to the recipients.

OUT-OF-STATE CONSTRUCTION MATERIALS

I certify this tangible personal property will be shipped out of state and will become part of real property located in a state that does not have a sales tax or allow credit for tax paid to Utah.

CONSTRUCTION MATERIALS PURCHASED FOR AIRPORTS

I certify the construction materials are purchased by, on behalf of, or for the benefit of Salt Lake International Airport, or a new airport owned or operated by a city in Davis, Utah, Washington or Weber County. I further certify the construction materials will be installed or converted into real property owned by and located at the airport.

CONSTRUCTION MATERIALS PURCHASED FOR RELIGIOUS AND CHARITABLE ORGANIZATIONS

I certify the construction materials are purchased on behalf of a religious or charitable organization and that they will be installed or converted into real property owned by the religious or charitable organization.

Name of religious or charitable organization: _____

Sales Tax License No. _____

Name of project: _____

MACHINERY AND EQUIPMENT AND NORMAL OPERATING REPAIR OR REPLACEMENT PARTS USED IN A MANUFACTURING FACILITY, MINING ACTIVITY OR WEB SEARCH PORTAL OR ELECTRONIC FINANCIAL PAYMENT SERVICE

Sales Tax License No. _____

I certify the machinery and equipment and normal operating repair or replacement parts have an economic life of three years or more and are for use in a Utah manufacturing facility described in SIC Codes 2000-3999; in a qualifying scrap recycling operation; in a cogeneration facility placed in service on or after May 1, 2006; in the operation of a Web search portal by a new or expanding business described in NAICS Code 518112 between July 1, 2010 and June 30, 2014; in the operation of an electronic financial payment service described in NAICS Code 522320; or in a business described in NAICS 212, Mining (except Oil and Gas), or NAICS 213113, Support Activities for Coal Mining, NAICS 213114, Support Activities for Metal Mining, or NAICS 213115, Support Activities for Nonmetallic Minerals (except Fuels) Mining. For a definition of exempt mining equipment, see Utah Code §59-12-104(14).

RESEARCH AND DEVELOPMENT OF ALTERNATIVE ENERGY TECHNOLOGY

Sales Tax License No. _____

I certify the tangible personal property purchased will be used in research and development of alternative energy technology.

LIFE SCIENCE RESEARCH AND DEVELOPMENT FACILITY

Sales Tax License No. _____

I certify that: (1) the machinery, equipment and normal operating repair or replacement parts purchased have an economic life of three or more years for use in performing qualified research in Utah; or (2) construction materials purchased are for use in the construction of a new or expanding life science research and development facility in Utah.

AGRICULTURAL PRODUCER

I certify the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption. THIS EXEMPTION DOES NOT APPLY TO VEHICLES REQUIRED TO BE REGISTERED.

LOCOMOTIVE FUEL

Sales Tax License No. _____

I certify this fuel will be used by a railroad in a locomotive engine.

SEMICONDUCTOR FABRICATING, PROCESSING, OR RESEARCH AND DEVELOPMENT MATERIAL

Sales Tax License No. _____

I certify the fabricating, processing, or research and development materials purchased are for use in research or development, manufacturing, or fabricating of semiconductors.

AIRCRAFT MAINTENANCE, REPAIR & OVERHAUL PROVIDER

Sales Tax License No. _____

I certify these sales are to or by an aircraft maintenance, repair and overhaul provider for the use in the maintenance, repair, overhaul or refurbishment in Utah of a fixed-wing, turbine-powered aircraft that is registered or licensed in a state or country outside Utah.

SKI RESORT

Sales Tax License No. _____

I certify the snow-making equipment, ski slope grooming equipment or passenger rope-ways purchased are to be paid directly with funds from the ski resort noted on the front of this form.

TOURISM/MOTOR VEHICLE RENTAL

I certify the motor vehicle being leased or rented will be temporarily used to replace a motor vehicle that is being repaired pursuant to a repair or an insurance agreement; the lease will exceed 30 days; the motor vehicle being leased or rented is registered for a gross laden weight of 12,001 pounds or more; or, the motor vehicle is being rented or leased as a personal household goods moving van. This exemption applies only to the tourism tax (up to 7 percent) and the short-term motor vehicle rental tax (Transportation Corridor Funding – 2.5 percent) – not to the state, local, transit, zoo, hospital, highways, county option or resort sales tax.

TELECOMMUNICATIONS EQUIPMENT, MACHINERY OR SOFTWARE

Sales Tax License No. _____

I certify these purchases or leases of equipment, machinery, or software, by or on behalf of a telephone service provider, have a useful economic life of one or more years and will be used to enable or facilitate telecommunications; to provide 911 service; to maintain or repair telecommunications equipment; to switch or route telecommunications service; or for sending, receiving, or transporting telecommunications service.

TEXTBOOKS FOR HIGHER EDUCATION

I certify that textbooks purchased are required for a higher education course, for which I am enrolled at an institution of higher education, and qualify for this exemption. An institution of higher education means: the University of Utah, Utah State University, Utah State University Eastern, Weber State University, Southern Utah University, Snow College, Dixie State University, Utah Valley University, Salt Lake Community College, or the Utah College of Applied Technology.

MACHINERY OR EQUIPMENT USED BY PAYERS OF ADMISSIONS OR USER FEES

Sales Tax License No. _____

I certify that: (1) the machinery or equipment has an economic life of three or more years and will be used by payers of admissions or user fees (Utah Code §59-12-103(1)(f)); (2) the buyer is in the amusement, gambling or recreation industry (NAICS Subsector 713); and (3) at least 51 percent of the buyer's sales revenue for the previous calendar quarter came from admissions or user fees.

SHORT-TERM LODGING CONSUMABLES

Sales Tax License No. _____

I certify the tangible personal property is consumable items purchased by a lodging provider as described in Utah Code §59-12-103(1)(i).

NOTE TO PURCHASER: You must notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

Questions? Email taxmaster@utah.gov, or call 801-297-2200 or 1-800-662-4335.

If you need an accommodation under the Americans with Disabilities Act, email taxada@utah.gov, or call 801-297-3811 or TDD 801-297-2020. Please allow three working days for a response.

**FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE
PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

This FIRST ADDENDUM is made and entered into in duplicate this 11 day of March, 2020, with a retroactive date of August 1, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK SILLY SUNDAY MARKET, THE, a Utah corporation, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on May 23, 2019.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on May 23, 2019, (hereinafter "Original Agreement");

WHEREAS, part of the scope of services is for Service Provider to provide event planning services for the Fourth of July celebration;

WHEREAS, the term of the Original Agreement ended July 31, 2019;

WHEREAS, project is still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement to extend the date of termination.

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement shall be extended to a termination date of March 31, 2020.

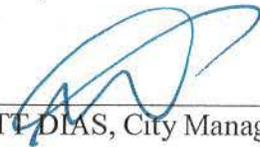
2. OTHER TERMS.

All other terms and conditions of the Original Agreement shall continue to apply.

- 3. ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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



MATT DIAS, City Manager

Attest:



Leah V. Langa
City Recorder's Office



Approved as to form:



City Attorney's Office

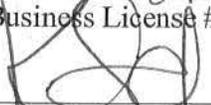
SERVICE PROVIDER:

PARK SILLY SUNDAY MARKET, THE, a Utah corporation

Address: PO Box 684229
City/State/Zip: PC, UT 84060

Tax ID#: 122289-88-002-STC

PC Business License #: B-013196



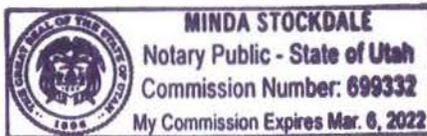
KATHRYN MCCLESNEY
Executive Director

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 3 day of March, 2020, Kate McChesney personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the Executive Director of PARK SILLY SUNDAY MARKET, THE, a Utah corporation, 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 she acknowledged to me that she executed the First Addendum.



Notary Public



**SECOND ADDENDUM TO PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

This SECOND ADDENDUM is made and entered into in duplicate this 30th day of March, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK SILLY SUNDAY MARKET, THE, a Utah corporation, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement and First Addendum signed and executed by the parties on May 23, 2019, and March 11, 2020, respectively.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on May 23, 2019, (hereinafter the "Original Agreement");

WHEREAS, the parties entered into a First Addendum on March 11, 2020, to retroactively extend the termination date of the Original Agreement to March 31, 2020 (hereinafter "First Addendum");

WHEREAS, part of the scope of services is for Service Provider to provide event planning services for the Fourth of July Celebration;

WHEREAS, the term of the Original Agreement and First Addendum is due to end March 31, 2020;

WHEREAS, project is still ongoing; and

WHEREAS, both parties desire to execute written notice of consent to renew the Original Agreement and First Addendum for one (1) year for the 2020 Fourth of July Celebration.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement and First Addendum as follows:

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement shall be extended to a termination date of March 31, 2021.
- b. **INSURANCE.** Section 8, Insurance, is hereby amended to revise the following subparagraphs:

c.

B. Automobile Liability insurance with a combined single limit of not 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. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

C. 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.

D. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

E. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

F. The Service Provider'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.

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

2. **OTHER TERMS.**

All other terms and conditions of the Original Agreement and First Addendum shall continue to apply.

3. **ENTIRE AGREEMENT.** This Second Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this Second 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

MATT DIAS, City Manager

Attest:

[Handwritten Signature]

City Recorder's Office



Approved as to form:

City Attorney's Office

*See email
attached*

SERVICE PROVIDER:

Name: Park Silly Sunday Market, The, a Utah corporation
Address:
City/State/Zip
Tax ID#:
PC Business License #:

[Handwritten Signature]

KATHERYN MCCHESENEY, Executive Director

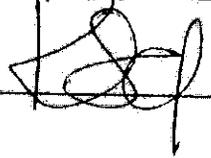
STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2020,
personally appeared before me Kate McChesney, whose identity is personally known to
me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed,
did say that she is the Executive Director of PARK SILLY SUNDAY MARKET, THE, a
Utah corporation, 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 Second Addendum

Notary Public

I declare under criminal penalty under the law of Utah that I executed the Second Addendum to Park City Municipal Corporation Service Provider/Professional Services Agreement on March 30, 2020, and that I have the authority to enter into the agreement, that it is true and correct, and that I intend to be bound by it. Signed on the 10th day of June, 2020, at Summit County, Utah.

Printed name Kate McGhesney

Signature: 

THIRD ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This THIRD ADDENDUM is made and entered into in duplicate this ^{5/11/2021} _____ day of ~~5/11/2021~~, 2021, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (“City”), and **PARK SILLY SUNDAY MARKET, THE**, a Utah corporation, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on May 23, 2019.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on May 23, 2019, (hereinafter the “Original Agreement”);

WHEREAS, the parties entered into a First Addendum on March 11, 2020, to extend the termination date of the Original Agreement to March 31, 2020, (hereinafter “First Addendum”);

WHEREAS, the parties entered into a Second Addendum on March 30, 2020, to extend the termination date of the Original Agreement to March 31, 2021, and revise the insurance requirements of Section 8 of the Original Agreement.

WHEREAS, part of the scope of services is for Service Provider to provide event planning services for the Fourth of July celebration;

WHEREAS, the term of the Original Agreement, First Addendum and Second Addendum is due to end March 31, 2021; and

WHEREAS, the project is still ongoing.

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement and addenda shall be extended to a termination date of July 31, 2021.
- b. **Scope of Services.** Scope of Services is hereby amended and revised in accordance with Exhibit “A” attached hereto and made a part hereof.

2. OTHER TERMS. All other terms and conditions of the Original Agreement, First Addendum and Second Addendum shall continue to apply.

- 3. **ENTIRE AGREEMENT.** This Third Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
- 4. **COUNTERPARTS.** This Third 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 Third 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 Third 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
 D5D5222E86E246E
 MATT DIAS, City Manager

Attest:
 DocuSigned by:

 B629134DAB1D4C9...
 City Recorder's Office

Approved as to form:
 DocuSigned by:

 B7478B7734C7490...
 City Attorney's Office

DS
 LR

SERVICE PROVIDER:

Park Silly Market, The, a Utah corporation

P.O. Box 684229

Park City, Ut. 84068

Tax ID#: 122289-88-002-STC

PC Business License #: B-013196

Kate McChesney

Printed Name

DocuSigned by:
Kate McChesney

Signature

Executive Director

Title

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

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ^{5/10/2021} 5/10/2021, 2021 at Park City, UT (insert State and County here).

Printed name Kate McChesney

Signature:  E89E604FAF00435...

EXHIBIT “A”
SCOPE OF SERVICES

The Fourth of July Event Planner Scope of Service includes providing the following tasks:

COVID-19 Protocols and Operational Planning - Under the supervision of the Special Events Department, the Event Planner is responsible for coordinating COVID-19 Protocols and Operational Planning, including, but not limited to:

- Develop COVID-19 Protocols;
- Fill out all COVID-19 related forms;
- Attend all COVID-19 related meetings as requested by PCMC with Summit County Health Department, the State of Utah and Park City Municipal;
- Coordinate and Train all COVID-19 protocols with all Vendors;
- Coordinate and Train all COVID-19 protocols with all Volunteers;
- Implement COVID- 19 Signage

Vendor Coordination – Under the direction of the Special Events Department, the Event Planner is responsible for coordinating vendors for City Park activities, including, but not limited to:

- Soliciting Event Sponsors;
- Vendor Coordination Meetings;
- Mandatory Vendor Final Pre-Event Meeting;
- Coordination of all Activity Providers – Rugby, 5K Run, Parade, Volleyball, Breakfast, BBQ, Kids & Family Games, Fireworks etc...
- Securing Entertainment for Park and Parade;
- First Aid/Lost and Found, Park Access/Security;
- Public Services such as temporary trash, recycling, and restrooms, in coordination with environmental sustainability standards, as well as other utility, power and stage/temporary material or structure set up;
- Residential and Parking Mitigation in coordination with Transportation Planning; and
- Park Activity Volunteer Coordination.

Parade & Participant Coordination – Under the direction of the Special Events Department, the Event Planner is responsible for coordinating the 4th of July Parade, including, but not limited to:

- Mandatory Parade Participant Pre-Event Meeting;
- Managing parade application entries;
- Securing parade entertainment (including musical entertainment & flyover);
- Participating in the parade selection/coordination committee;
- Organizing parade entrant line up (order of parade applicants);
- Coordination of Parade volunteers;
- Coordinating with other activities or events that may be political in nature (first amendment activities);
- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning;

- Managing parade course including coordination of emcee/public relations, street closures, drop off, pick up, and parking, in coordination with transportation planning and community engagement; and
- Participating in parade safety and security planning.

Fireworks & Evening Event Coordination – Under the direction of the Special Events Department, the Event Planner is responsible for coordinating the 4th of July fireworks and evening events, including but not limited to:

- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning;
- Coordinating the event with transportation planning – both for traffic ingress and egress, bus, bike, and walk promotions, transit and taxi/rideshare coordination; and
- Afternoon/ evening activities and firework coordination at Park City Mountain Resort Base.

Volunteer Coordination - Under the direction of the Special Events Department, the Event Planner is responsible for coordinating the 4th of July volunteers, including, but not limited to:

- PR and outreach for volunteers;
- Mandatory Volunteer Pre-Event/Appreciation Meeting;
- City Park Vendor Activities;
- Parade Course and Participants;
- Post Event Clean Up; and
- PR and outreach.

An anticipated schedule of work requirements for the Event Planner is outlined below.

Week of April 18	5	Regular Work Week and Business Hours	COVID-19 Protocol and event operations review.
Week of May 2	10	Regular Work Week and Business Hours	Coordination Meetings, Final DRAFT Review of parade, volunteer and vendor applications. Review of proposed covid plan and scaled plan for 4th of July internally.
Week of May 9	10	Regular Work Week and Business Hours	Coordination Meetings, Release Parade Float & Volunteer Application
Week of May 16	10	Regular Work Week and Business Hours	Final Fee Reduction Announced, Coordination Meetings, Draft site plans, Draft 4th of July Transportation & Communications Plans Due. Fourth of July Event Supplemental Plan at City Council. – adjust implementation of parade ap and other items to follow after that approval.
Week of May 23	10	Regular Work Week and Business Hours	Finalize all City Park Vendors
Week of May 30	10	Regular Work Week and Business Hours	Final DRAFT Site Plans, Parade Applications Due, Final DRAFT Transportation and Communication Plans Due
Week of June 6	20	Regular Work Week and Business Hours	Late Parade Applications Due, Finalize Volunteer Positions, FINAL Transportaion and Communications Plans Due
Week of June 13	20	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize COVID-19 signage placement, parade line up, vendor and volunteer logistics, coordination meetings, ongoing city park and volunteer and event coordination, Transportation & Communications DRAFT Docx
Week of June 20	25	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize all COVID -19, parade, and city park operations and logistics. This includes separate volunteer, parade and vendor information meetings. Full execution of Communications and
Week of June 27	40	Regular Work Week as well as possible work on weekend and outside of normal business hours	Event execution Wednesday through Sunday, Fourth of July requires up to 15 hours of work; this week includes event set up, execution and clean up. A Majority of the work is done outside of meetings and requires physical labor.
Week of July 4	20	Regular Work Week and Business Hours	Summary and debrief meetings
Week of July 11	10	Regular Work Week and Business Hours	Summary and debrief meetings
Week of July 18	5	Regular Work Week and Business Hours	Final debrief meetings
Week of July 25	5	Regular Work Week and Business Hours	Final wrap of event
Total Hours for the Project	205		

Additionally:

- Service Provider must meet all Park City Municipal insurance requirements.
- Service Provider must meet all Federal and State employer requirements.
- Service Provider must include all expected equipment costs to perform the work in bid.
- Service Provider must include what type of training hired employees receive, as well as a summary of training given to applicant's employees.
- Service Provider must include all costs for personnel hourly rates.
- Service Provider must include overtime rates and miscellaneous costs in bid.
- Service Provider must include all costs and explanations of costs of any management or administrative fees.
- Service Provider must include a statement of experience providing these services including the size of other events.
- Service Provider must hold a 2-hour mandatory pre-event meeting and training is required for volunteers, parade participants, and vendors and is required as part of the scope with PCMC staff, as included in scope above.



UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

- 1. **Waiver Type** Specific
- Contractor Name Park City Municipal
- Address Main Street Park City, UT 84060
- Contract Description The park silly Sunday market.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective	04/22/2021	Policy No.	3065169	Endorsement No.
Insured	PARK SILLY SUNDAY MARKET			Premium
	780 MAIN ST			
	PARK CITY, UT 84068			

Insurance Company WCF Mutual Insurance Company

Countersigned by _____