



Park City Municipal Corporation

## Participation Form

### Main Street Car Free Sundays

Any business in the Park City Main Street Business District interested in participating in this program must complete a Participation Form, including the business license number, and submit to [jenny.diersen@parkcity.org](mailto:jenny.diersen@parkcity.org) for review no later than the Thursday at noon each week for participation by the weekend (3 days in advance). City staff will approve participation or respond with concerns to be addressed by Friday evening. As long as plans remain the same, businesses do not need to reapply each week. Approval of participation is subject to the business's agreement to all terms and conditions of approval of the Special Event approval, the Guidelines and Regulations outlined in this document, and the provisions below.

**Business ("Applicant") Name:**

**Park City Business License Number:**

**Business Address/Location:**

**Business Owner Name:**

**Business Owner Contact Phone:**

**Business Owner Contact Email:**

**Name of Primary Contact for Day of Operations (if different than above):**

**Primary Contact Phone Day of Operations:**

**Primary Contact Email Day of Operations:**

**What is your primary purpose of expanding your business?**

Expanding Restaurant Seating

Customer Lounge

Expanding Retail Space – Sidewalk Sales etc...

Other Please Specify:

**If you are participating below (north) of Heber, we will need to coordinate extension with Park Silly Sunday Market footprint.**

**Do you anticipate having any temporary structures outside? If so, describe and attach a site plan illustrating all temporary structures and locations. If you have questions, reach out to Jenny Diersen.**

**Do you anticipate having temporary signage? If so, include signs in the site plan or add separate attachment. Signs must be removed no later than 10 p.m. each Sunday. If you have questions, please reach out to Jenny Diersen.**

By completing this Park City Municipal Corporation (Park City) form, Applicant acknowledges their responsibility to maintain ADA and fire/emergency access and acknowledges they are required to follow the Utah Leads Recovery Guidelines. Applicant is responsible for any modification to their DABC license(s) prior to selling alcoholic beverages. Additionally Applicant acknowledges that they have read the guidelines as outlined in this documents and will comply with them. Applicant has the right to use the expanded space pursuant to the approved Site Plan (Premise or Premises), also referred to as sidewalk or parklet unless otherwise delayed, suspended or terminated by Utah Leads Guidelines, Summit County health order(s) or City Council or their officials. Furthermore, Park City at any time in its sole discretion reserves the right to terminate, relocate or remove use of the sidewalk or parklet that:

- (i) creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic due to existing conditions on the surrounding public right-of-way; or
- (ii) creates a danger to the health, safety or general welfare of the public; or
- (iii) fails to meet standards or Summit County health order(s) or guidelines; or
- (iv) if the City Council terminates the Special Event.

ACCEPT PREMISES AS IS/HOLD HARMLESS/INDEMNIFICATION. Applicant accepts the use of public property “as is” and without any warranties, express or implied, of fitness for particular purpose. Applicant shall inform the City of any dangerous condition if such develops during the program. Applicant covenants and agrees to defend, indemnify, and hold Park City, its officers, agents and employees harmless from all claims, loss, damage, injury, liability, or expense (including reasonable attorneys' fees and costs and court costs), statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term, (ii) any activity, work or thing done or permitted or suffered by Applicant in or about the Premises, (iii) any acts, omissions or negligence of Applicant, any person claiming through Applicant, or the contractors, agents, employees, members of the public, invitees, or visitors of Applicant or any other such person (Applicant Party or Applicant Parties), (iv) any breach, violation or nonperformance by any Applicant Party of any provision of this form or of any law of any kind, to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney’s fees, but excluding any liability resulting from negligence or intentional torts of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Sections 63G-7-101, et seq.), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an emergency including but not limited to a flood, storm drain, or utility, the structure may be removed or damaged by response teams at the cost of the Applicant.

Applicant is solely responsible for insurance the Premises for Public liability and property loss.

I declare under criminal penalty under the law of Utah that the information provided is true and correct and that I have the authority to sign this document. Signed on the \_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ (insert State and County here).

Printed name \_\_\_\_\_

Signature: \_\_\_\_\_