THREE PARTY AGREEMENT FOR THE PURCHASE & USE OF FILM PROJECTION EQUIPMENT AT THE JIM SANTY AUTITORIUM

THIS AGREEMENT IS MADE AND ENTERED into this **25** day of August, 2014, by and between Park City Municipal Corporation ("City") Park City Film Series ("PCFS"), and Sundance Institute ("Sundance").

RECITALS

This Agreement is made and entered into with reference to the following facts:

- A. The City is the owner of a property located at 1255 Park Avenue, Park City, Utah. This property is referred to as the Carl Winters Building.
- B. The City, pursuant to making city owned facilities accessible and well used by the community, intends to renovate the Jim Santy Auditorium, which is located inside the Carl Winters building.
- C. As part of the renovation, new equipment for theatre lighting, sound, and film projection will be purchased.
- D. Sundance Institute has staged the Sundance Film Festival in Park City, using the Jim Santy Auditorium as a venue for the event. The City finds Sundance to be a valuable asset to the community, and wishes to ensure its long-term presence at the Carl Winters Building.
- E. PCFS is a local film series specifically catering to the community of Park City, and a long-term tenant of the Carl Winters Building. The City finds PCFS to be a valuable asset to the community, and wishes to ensure its long-term presence at the Carl Winters Building.

NOW, THEREFORE, based upon the mutual consideration herein, the sufficiency of which all parties hereby acknowledge, the parties agree as follows:

- 1. Equipment Purchased. The three parties agree to each contribute to the cost of upgrading the projection equipment inside the Santy Auditorium as specified in the "Equipment Purchase Sheet" (Exhibit A).
- 2. Ownership of Equipment. Each party will retain ownership of the equipment they have purchased as outlined in "Equipment Purchase Sheet" (Exhibit A). If at any point any of the parties desire to sell their equipment, first right of approval will be given to the other two parties.
- 3. Maintenance of Equipment. Sundance will be responsible for servicing the projector prior to the Festival dates in January and for ensuring the projector is in working order immediately after the Festival. Any work (including but not limited to repair or replacement parts) needed before the Festival will be PCFS' responsibility and any work needed immediately after the Festival will be Sundance's responsibility. All other times of the year a log will be kept to track usage by PCFS and PCMC. A sample sheet of the log is included in Exhibit B, "Sample Usage Log". If repairs are needed to the equipment than the usage log will be referenced to determine which party (PCFS or PCMC) is responsible for the costs of repairs or replacements. The City will be responsible for maintaining the light and sound system including the full costs of any repairs or replacement parts should damages or necessary repairs occur unless it is determined that another party is responsible for the damage.

4. Use of Equipment.

All parties will have unlimited use of the equipment free of charge so long as a

trained and approved projectionist is operating the equipment. This does not include the use of the theatre, which must be booked in advanced through the City at a fee that is pre-determined by the involved parties.

5. Replacement of Equipment

The three parties agree to meet annually to evaluate the equipment and determine if modifications or replacements are needed. If any party decides that the replacement needs to occur before the agreed upon replacement schedule, it will be the sole responsibility of that party to purchase and maintain the equipment. Both the City and PCFS agree to set aside funds on an annual basis to be used for future equipment replacement needs. The amount of funds will be calculated based on a seven-year replacement cost that includes a three percent annual inflationary component (Exhibit C).

6. Insurance.

Each party will maintain insurance on the replacement value of the projection equipment when it's in their use.

- 7. Planning Approval and Building Permits. The City will be responsible for obtaining proper planning approval for all renovation plans. In addition, the City will be responsible for securing all necessary building permits for the renovation.
- 8. <u>Approval by City Council</u>. This Agreement is subject to approval by City Council following a public hearing. .
- 9. Assignment. This Agreement is not assignable without the consent of the City.

10. Miscellaneous Provisions.

10.1. Exhibits. All exhibits hereto are expressly made a part hereof by this reference.

- 10.2 <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 10.3. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and may only be amended in writing, signed by both Parties.
- 10.4. <u>Governing Law</u>. This Agreement will be governed by the laws of the State of Utah without reference to its choice of law provisions.
- 10.5. <u>Attorney Fees</u>. If a lawsuit is instituted by any of the parties with respect to this Agreement, the prevailing party will be entitled to recover from the other its reasonable attorney fees
- 10.6 <u>Further Assurances</u>. In the event that additional documentation, consents or other action is required to carry into effect the intent of this Agreement, the parties agree that they will cooperate and provide any such further documentation or assurances as may reasonably be required.
- 10.7. <u>Termination</u>. This Agreement can be terminated by any of the three parties with 6 month written notice.
- 10.8. Notices. Any notice or designation to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective party may direct in writing to the other, or by personal delivery to such address by a party, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails or upon such delivery:

Park City Municipal Corporation

PO Box 1480

Park City, Utah 84060

Attn: City Attorney

Park City Film Series

P.O. Box 683058

Park City, UT 84068

Attn: Executive Director

Sundance Institute

1825 Three Kings Dr.

Park City, UT 84060

Attn: Co-Managing Director

DATED AND ENTERED INTO as of the day and year first above written.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas

PARK CITY FILM SERIES

Katharine Wang

SUNDANCE INSTITUTE

Sarah Pearce

Approved as to form:	
Mark D. Harrington, City Attorney	
ACKNOWLE	DGMENT
STATE OF UTAH) □: ss. □COUNTY OF SU	JMMIT) 🗆
On this day of 2014, p, who being duly sworn, did say to Community Wireless of Park City, Inc., and act Agreement was signed on behalf of said corpor company did execute the same for its stated pure	knowledged to me that the preceding ation, and s/he acknowledged that the
Notary Public	
Exhibit A – Equipment Purchase Spreadshee Exhibit B – Sample Usage Log Exhibit C – Annual Replacement Fund	et

Exhibit A – Equipment Purchase Spreadsheet

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Adobe 3D kit	\$1,790 \$10,000	\vdash	0% 100%	\$	10,000.00	100%	\$	1,790.00		\$	
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1 BARCO R9855953 USHIO 3KW (DXL3BA) Lamp				\$	-		\$	-		\$	
1 BARCO R9899604 DUSTFILTER KIT				\$			\$	-		\$	
1 BARCO PRIME LENS, 2K model, ratio TBD				\$			\$			\$	
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Dolby dss200 decryptor	\$9,675	Ш	100%	\$	9,675.00		\$	-		\$	
Dlink des 1000 Mbps switch	\$325	H	100%	\$	325.00		\$			\$	
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Tripp Lite UPS Stancor transformer	\$1,175 \$225	H	0% 100%		225.00	100%	\$	1,175.00		\$	
Cinema Processor Upgrade	\$225	\vdash	100%	\$	225.00		\$			\$	
Dolby CP650 cinema processor (existing) need to buy now	\$4,480	H	_	\$		80%	\$	3,584.00	20%	\$	89
1 Dolby Cat 790Z Dolby EX Card	\$4,400	H		\$:	00%	\$	3,364.00	20%	\$	69
1 ODYSSEY 650-OPTIO-AES-RJ Dolby Option input card adaptor		\vdash		\$			\$	-		\$	
1 DOLBY DMA8+ Digital Media Adaptor		H		\$			\$			\$	
Alternative Content Equip				\$			\$	-		\$	
AMX Switcher (Sundance 50% is represented in negotiated discount)	\$15,110		50%	\$	7,555.00	50%	\$	7,555.00	0%	\$	
Oppo bluray	\$1,250		0%	\$		80%	\$	1,000.00	20%	\$	25
AJA analog embedder	\$1,720		0%	\$	**************************************	80%	\$	1,376.00	20%		34
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2 MIDATL SR-40-22 Swing Out Wall Racks, with		\Box		\$			\$	-		\$	
MIDATL DWR-RR40 Rear Rack Rails				\$			\$			\$	
ALLOWANCE mounting UNISTRUT & HARDWARE		\vdash		\$	-		\$			\$	
ALLOWANCE MISC RACK RAILS, SHELVES & CABELING		\vdash		\$			\$			\$	
1 MIDATL USC-6R Universal Sequencing Controller, RACK MOUNT		\vdash		\$	-		\$	-		\$	
2 MIDATL PCR6-A Pre- Configured / 6-20a-Duplex Modules / 1-Circuit		+		\$			\$			\$	
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VIDEO PROJECTOR FOR NON CINEMA CONTENT	\$13,490	\vdash	0%	\$		0%	\$		100%	-	13,49
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COMPUTER INPUT PANELS / HDMI & VGA / STAGE LIP & BOOTH WALL	\$3,864	\vdash	0%	\$			\$	-	100%		3,86
HOUSE A/V CART	\$5,540		0%	\$	•		\$		100%		5,54
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local help	\$10,500 \$2,640	\vdash	0% 0%	\$	-	33% 33%	\$	3,465.00 871.20	67% 67%	_	7,03
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hotel	\$4,125			\$		40%		1,650.00	60%		2,47
car	\$4,000			\$		50%	\$	2,000.00	50%		2,00
freight	\$4,500			\$		50%		2,250.00	50%		2,25
misc	\$1,500			\$		50%	\$	750.00	50%	\$	75
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Exhibit C – Annual Replacement Fund

	Life		Estimated	Annual
Party	Cycle	Base Value	Replacement Cost	Contribution
PCFS	10	\$106,525	\$143,161	\$14,316
PCMC	10	\$139,760	\$187,825	\$18,783
Total		-		\$33,099

FIRST ADDENDUM TO THREE PARTY AGREEMENT FOR THE PURCHASE & USE OF FILM PROJECTION EQUIPMENT AT THE JIM SANTY AUDITORIUM

THIS FIRST ADDENDUM is made and entered into in duplicate this day of Afric , 20 7, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and Park City Film Series, a Utah Non-Profit Organization ("PCFS"), and the Sundance Institute, a Utah Non-Profit Organization (Sundance) to amend the THREE PARTY AGREEMENT FOR THE PURCHASE & USE OF FILM PROJECTION EQUIPMENT AT THE JIM SANTY AUDITORIUM signed and executed by the Parties on August 25 2014.

WITNESSETH;

WHEREAS, the parties entered THREE PARTY AGREEMENT FOR THE PURCHASE & USE OF FILM PROJECTION EQUIPMENT AT THE JIM SANTY AUDITORIUM (hereinafter "Original Agreement"); and

WHEREAS, unanticipated needs and additional equipment arose that were not addressed in the Original Agreement;

WHEREAS, the parties desire to amend the Original Agreement to provide changes to the terms to meet new needs identified by both parties.

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. Ownership of Equipment. Each party will retain ownership of the equipment they have purchased as outlined in "Equipment Purchase Sheet" (Exhibit A <u>UPDATED APRIL 2017</u> Ownership is identified by highlighted organization on each equipment line). If at any point any of the parties desire to sell their equipment, first right of approval will be given to the other two parties and must be compliant to State funding requirements.
- b. Replacement of Equipment. The three parties agree to meet annually to evaluate the equipment and determine if modifications or replacements are needed. If any party decides that the replacement needs to occur before the agreed upon replacement schedule, it will be the sole responsibility of that party to purchase and maintain the equipment. Both the City and PCFS agree to set aside funds on an annual basis to be used for future equipment replacement needs. The amount of funds will be calculated based on a seven-year replacement cost that includes a three percent annual inflationary component (Exhibit C UPDATED APRIL 2017).

2. OTHER TERMS.

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

- 3. <u>ENTIRE AGREEMENT</u>. This First Addendum is a written instrument pursuant to Section 10.3 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
- 4. <u>EFFECTIVE DATE</u>. This First Addendum shall be effective upon execution, but shall immediately terminate if the pending Restaurant Tax Application dated is not granted by Summit County.

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

PARK CITY FILM SERIES, a Utah Non-Profit Organization
By: Katharine Wang
SUNDANCE INSTITUTE a Utah Non-Profit Organization
By: Wallace Michelle Anderson
Attest: City Recorder City Recorder
Approved as to form: Mark D. Harrington, City Attorney
ACKNOWLEDGMENT STATE OF UTAH): ss. COUNTY OF SUMMIT) On this 26 day of 4000 2017, personally appeared before me Known who way, who being duly sworn, did say that s/he is the 2000 of Park City Film Series, a Utah Non-Profit Organization, and acknowledged to me that the preceding Agreement was signed on behalf of said corporation, and s/he acknowledged that the company did execute the same for its stated purpose. Notary Public APR 28 2017 Notary Public Manual Ma
ACKNOWLEDGMENT STATE OF UTAH): ss. COUNTY OF SUMMIT) On this 18 day of 1971 2017, personally appeared before me Michelle Indusor, who being duly sworn, did say that s/he is the 1900 frame of Sundance Institute, a Utah Non-Profit Organization, and acknowledged to me that the preceding Agreement was signed on behalf of said corporation, and s/he acknowledged that the company did execute the same for its stated purpose.
SUSAN WYNNE Notary Public State of Utah Notary Public

Description	Exhibit A Equipment Spreadsheet							, ,			
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Park City Film Series											
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basic security S - S - S -	Other									PART ESPERA	500000
	basic security									HAZIAL TERMINA	
		\$36,158								\$36,158.00	\$0.00

Grand total - UPDATED April 2017
Grand total - Per Original Agreement
VARIANCE - ADJUSTED vs ORIGINAL CORRECTED

indicates who owns the equipment.

\$ 108,870.00

\$123,896.20

\$356,526

\$343,830 \$12,696.00

\$0.00

\$343,830

\$12,696

\$ 123,759.80

Exhibit B

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 Exhibit C - Annuel Replacement Fund
 3%

 Party
 Life Cycle
 Base Value
 Replacement Cost
 Contribution

 PCFS
 7
 \$122,896
 \$152,377
 \$22,768

 PCMC
 7
 \$123,760
 \$152,209
 \$21,744

 Total
 \$43,512