



FILE COPY

MUSIC SPACE USE AGREEMENT

1685 Bonanza Drive, Park City, Utah, (the "Facility" or "Space") is owned and operated by Park City Municipal Corporation (the "City") and is administered by the Arts and Culture Department of Park City. The Facility will be used temporarily for song writing circles, song share, music writing workshops, and to provide open mic experience and constructive feedback (without amplified instruments). It will also host special music nights, including a variety of programming for the community related to music writing, performance and recording workshops.

Eligibility For Use

- The Space will be available for use for song circles/writing workshops on Wednesdays; Open Mics on Thursdays; Song Share on Sunday; and the possibility of special events on Fridays to be overseen by Jody Whitesides on behalf of MuSE PC, an affiliation of local and regional songwriters and musicians.
- The Space will operate primarily on Wednesday, Thursday Nights between 6:30 p.m. to 10:00 p.m. The space will be available for song share on Sunday afternoon and evenings.
- The Space may be used on other occasions for special purposes as approved by the City's Director of Redevelopment & Capital Management.
- During times when the Space is closed, the Space will only be available for use if approved by the City's Director of Redevelopment & Capital Management or his/her designee and after notification of current tenants.
- The key and building access will be granted to Jody Whitesides. The key may not be duplicated, lent or distributed without the written approval of the City's Director of Redevelopment & Capital Management.
- Minors under the age of 18 must be accompanied by an adult who is willing to take responsibility for any liability.
- The Space will not be available for use during the Sundance Film Festival or the weeks surrounding the festival – estimated from January 13 to Feb 14. These blackout times are at the discretion of the City.
- The City's Director of Redevelopment & Capital Management or his/her designee may deny use of the Space if the use, purpose or activity:
 - is illegal; or
 - presents health or security risks or is potentially hazardous; or
 - would interfere with Arts and Culture District operations; or
 - is commercial activity without proper licensing; or
 - does not comport with the Park City Municipal Corporation Land Management Code.

Loss, Theft, or Property/Equipment Damage

- The user assumes liability for loss, theft or damage to property or equipment, as well as



for damage or personal injury. The user shall be responsible for the payment of any and all damage to the area of use of the building, furnishings, fixtures or equipment, whether caused by the user or the user's guests.

- Upon arrival, it is the responsibility of the user to inspect the Facility and equipment and report any problems immediately to the City staff. Failure to do so may result in damage fees.
- User agrees to promptly alert City staff should any problem arise with the Facility or equipment during the use period. If it is found that the cause of the problem is the result of user's conduct, user agrees to pay damage fees.
- The user agrees to exercise reasonable care and to leave the Facility locked and secured at all times.

Food, Beverage & Smoking

- Alcoholic beverages are not permitted in the use of the Facility.
- Smoking is strictly prohibited inside the building. In accordance with Utah Indoor Clean Air Act (Utah Code § 26-38-1 et seq.), smoking (including e-cigarettes) is not permitted in public buildings, or within 25 feet of any entrance.

Song Circle, Workshop, and Open Mic Conduct

- Users are expected to arrive on time and come prepared for use of the Facility.
- Users must respect allotted time of reservation and vacate the Facility following the use period.
- Volume levels of group session or performance may not exceed allowable sound levels or be a disturbance to other tenants. City noise ordinance limits sound levels escaping the building to be no more than 65 db.
- Event participants and volunteers are responsible for set up, take down and cleanup of events.
- MuSE PC will be using the downstairs bathrooms and the tenants upstairs will put up a sign restricting access to the upstairs, indicating that it is private business area.

Special Events

- Attendance Control.** User will be responsible for ensuring that the occupancy limit is not exceeded.

ROOM	CAPACITY
Event Space	40

- Park City Municipal Codes prohibit any amplified music outside the Facility.
- No candles or fires of any kind are allowed.
- No pets or animals of any kind are allowed without prior written consent of the City's Director of Redevelopment & Capital Management. Service animals will be allowed where appropriate.



- Clean up must be completed by the user immediately following the event.
- All lights should be turned off and all windows closed prior to vacating the Facility.
- User must remove all event materials and vacate Facility by the end of the use period (by midnight the evening of the event in the case of a Special Event unless specific arrangements have been made with the Facility Manager).
- The City is not responsible for any items left behind by the users.

Parking

- Limited, non-exclusive parking is available next to the building and surrounding area for those who utilize the Facility. Participants of MuSE PC may not park in restricted parking areas and are limited to parking in spaces designated in blue on the attached parking mitigation plan. Park City is not responsible for damage or loss of vehicles on City property.
- Users shall refer to the Park City website for information regarding walkability and transit schedules to alleviate parking pressures in the area. Carpooling and/or ridesharing is highly encouraged.

Other Policies

- The user agrees that the City is the final arbiter of any questions regarding access to or use of the Space. The City reserves the right to immediately stop functions that violate the terms set forth in this agreement. The City reserves the right to require that visitors leave the premises.
- The City is not a sponsor of any event or gathering and is not responsible for the content of the material presented during the Space use by MuSE PC. MuSE PC agrees to have all guests comply with the MuSE PC Code of Conduct and respect the privacy and property of the building tenants and enforce the parking and other use mitigation strategies.

Governing Law and Indemnification

The User and invitees shall comply with all applicable laws, ordinances, and statutes, regulations, permits and licenses of Park City Municipal Corporation, State of Utah, and the United States applicable to the use of the premises and to pay any taxes or fees that may be imposed by law in connection with the use and occupancy of the Facility.

The User shall hold harmless, defend and indemnify the City and its officials, employees and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses, including, but not limited to attorney's fees, because of bodily injury, sickness, disease or death or injury to or destruction of property or any other injury or damage resulting from or arising out of (a) performance or breach of this Agreement by the User, (b) the User's use of the Facility or property adjacent thereto or (c) any act, error, or omission on the part of the User, or its agents, vendors, employees, licensees, permittees, contractors, subcontractors and invitees, except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the City and its officials, employees and agents.



MUSIC SPACE
USER CONTRACT

Date of Event: 12-1-19 to 3-30-20

Time of Event (start): _____ (end): _____

Area Rented (circle): EVENT SPACE

Name of User: MUSE PC

E-mail: jody@musepc.com

Phone (work): _____ (cell): 818-209-1326 (home): _____

Address: 812 Empire Ave / PO Box 2189

City: PARK CITY State: UT Zip Code: 84060

Type of Event: MUSIC Creation

Anticipated Number of Guests: 20-30

Is this event open to the public? yes Is there a cost to attend this event? NO

Will there be any amplification used at this event? Eventually

I have read and agree to conform to and/or enforce the terms set forth in the Use Agreement. As the User, I hereby agree to be personally responsible on behalf of myself or my organization for any damage sustained at the Music Space caused during my event. This Agreement is not valid until signed by both parties. All changes to this Agreement must be in writing.

I UNDERSTAND AND ACCEPT ALL TERMS OF THIS CONTRACT:



Signature of User

Jody Whitesides 12/2/19

Print name of User

Date



Signature of Director of
Redevelopment and Capital Management
or his or her Designee

JN Rockwood 12/2/19

Print name of Director of
Redevelopment and Capital Management
or his or her Designee

Date