

**PARK CITY MUNICIPAL CORPORATION  
2023 PROPERTY LEASE**

THIS PARK CITY MUNICIPAL CORPORATION 2023 PROPERTY LEASE (hereinafter referred to as “Agreement” or “Lease”) is made and entered into this 29<sup>th</sup> day of November, 2023, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter referred to as “Landlord” or “the City”) and **PC TOTS, INC.**, a Utah non-profit corporation, **DBA PC TOTS** (hereinafter referred to as “Tenant”) to set forth the terms and conditions under which Landlord will lease space in the Park City Library at 1255 Park Avenue, Park City Utah (hereinafter referred to as “**Library Building**”) to Tenant. The parties agree as follows:

1. **Property.** The property leased is several areas within Library Building as described in **Exhibit “A”** (attached and hereafter referred to as “Premises”).
  - a. The leased Premises include the exclusive use of the Third Floor South Classroom (Childcare Entry and Childcare Facility), an outdoor courtyard (hereinafter referred to as the “**Childcare Courtyard**”), and a garden (herein after referred to as the “**Courtyard Garden**”). Landlord will clean the Childcare Courtyard and Courtyard Garden before the start of Tenant services. Tenant shall have exclusive use of the Childcare Courtyard from 10:30 a.m. to 12:00 p.m., 3:00 to 4:00 p.m., and 5:00 to 5:30 p.m., and the non-exclusive rights of use at all other times. The Childcare Courtyard may be used by other members of the public provided that the use does not conflict with previously scheduled exclusive use by Tenant. Tenant shall also have access to the public bathrooms in the Library Building.
  - b. Tenant shall have exclusive use of the Courtyard Garden throughout the year. Tenant takes full responsibility for the Courtyard Garden including clean-up and damage repair.
  - c. The Lease includes four free rentals of the community room for up to four hours each time, one use of the front garden at the Library for up to four hours, and two additional rentals in any of the rental spaces on the Premises for other school functions such as parent-teacher conferences. All rentals will be booked following the Library’s Facility Rental Process.
  
2. **Term.** The Lease term shall commence upon execution of this Agreement and shall expire on June 30, 2025. Tenant is required to perform an annual review with the City Council no later than the last City Council meeting in April. The Lease will include an annual review and an option for a three-year renewal (through June 30, 2028). An additional option for up to a five-year extension at the City’s option may be considered six months before June 30, 2028, ending June 30, 2033. During the optional extensions, the City Council can determine if they want to continue annual Council check-ins. If the Landlord determines in its sole discretion that the Property is no longer surplus municipal property, the Landlord may provide 180 days written notice of cancellation of the Lease at any time.
  
3. **Rent.** The rent for the Premises within the Library Building shall be as follows:

- a. Rate: Rent from November 1, 2023, to June 30, 2024, will be **\$70.00**, payable on November 1, 2023. Monthly payments will be **\$5.83**, but the last payment will be **\$5.87**. Rent shall be due on the first of the month and past due if not paid by the tenth of the month. A late fee of **\$25.00** shall accrue every five days thereafter.
- b. Deposit: A refundable deposit of **\$1,000.00** is required to cover any damage and for cleaning/removal of items needed at the end of the lease term.
- c. Rent Adjustment: Beginning each July 1<sup>st</sup>, the annual rent shall increase 5% over the previous year. For example, on July 1, 2024, the annual rent will increase to **\$126.00**. A rent schedule for each lease term is provided in **Table 1**, attached hereto and made a part hereof.

4. **Tenant Obligation.**

- a. Tenant shall provide childcare for students ages 3 to 5 years in an all-day (7:30 a.m. to 5:30 p.m.), year-round program. The year-round program will be Monday to Friday. It will exclude major holidays, professional development days, closure due to health and safety or other Tenant programs necessary for Tenant's core functions. **Table 2** outlines the program calendar for 2023-2024 school year which Tenant will update annually and will be kept on record between the parties. Any ongoing change to the hours or days of operation or year-round childcare requires the advanced, written approval of the City Council.
- b. For the first week after the date both parties sign this Agreement, Tenant will prioritize the enrollment of up to ten wait-listed children of Park City Municipal Corporation employees at Tenant's Park City Library location based on current availability. The Park City Human Resources Department will promote the opportunity to City employees. The City will actively promote and encourage employees in need of childcare to get on the waitlist. Tenant provides tuition scholarships with eligibility based on Area Median Income. Park City Municipal Employees will be eligible under the Tenant's tuition policies. If PC Tots scholarships for Park City Municipal Employees at the Library Space exceed the Fair Market Value of the Facility Lease, Tenant will alert Landlord, and the parties will meet in good faith to discuss further assisting Park City Employees to reduce any financial burden on Tenant. Tenant is not required to hold vacancies for unfilled priority enrollment.
- c. The City's prioritization for up to ten spots at the Park City Library location is: i) the children of Park City Municipal Corporation Employees; ii) the children of residents living within the boundaries of Park City; iii) the children of the Park City workforce (employees of businesses within the boundaries of Park City).
- d. Tenant will report on enrollment prioritizations during their annual review with City Council.
- e. Tenant will accept Department of Workforce Service funding and provide a tuition and scholarship schedule to the City (**Table 3**). Tenant shall update the Library Facilities Manager when they change their tuition and scholarship schedule with no less than 30 days' notice and report on this in their annual check-in.

5. **Use of Premises.** The Premises shall be used only for early childcare and directly related purposes. Tenant is responsible for implementing appropriate risk management and loss controls related to caregiving, including controls for the safety of children, providers, and staff members.

6. **Accounting.** Tenant agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books and records at reasonable times and places during ordinary business hours provided that 30 days written notice of the audit is provided to Tenant and such notice contains a reasonable explanation for the audit. Any audit performed by the City pursuant to this Agreement shall be performed at the City's sole expense and will be completed in a timely manner as not to interfere with Tenant's business.

7. **Utility Service.** Landlord shall be responsible for natural gas, electricity, sewer, security systems, refuse collection and water for the leased space. Tenant will be responsible for any other utilities such as internet, telephone, and cable television in accordance with Paragraph 8. Tenant shall establish an account with each of these utilities in its own name.

8. **Telephone, Cable, Internet and Microwave.** Tenant will install its own telephone, television, computer, and other communication equipment in the Premises. Any specialized communication facilities, equipment, wiring, cables, or installations will be Tenant's responsibility, with prior approval by Landlord. The space will include wiring, cables, or conductors for a wide variety of communications between spaces within the building and externally. Any specialized communication facilities, equipment, wiring, cables, or installations will be Tenant's responsibility.

9. **Insurance.** At its own cost and expense, Tenant shall maintain the following mandatory insurance coverage to protect against claims for injuries to person or property damage that may rise from or relate to the performance of this Property Lease by the Tenant, its agents, representatives, employees, or Subcontractors for the ensure duration of this Property Lease. Prior to commencing any work, the Tenant shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status and completed operations.

a. **Minimum Scope and Limits of Coverage.** Coverage shall be at least as broad as:

I. **Commercial General Liability (CGL):** Tenant shall maintain Insurance Services Office ("ISO") Form CG 00 01 covering commercial general liability on a primary and non-contributory basis, in comparison to all other insurance, including the Landlord's own policies of insurance, for all claims against the Landlord. The policy must be written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for personal injury and property damage. Upon request of the Landlord, Tenant must increase the policy limits to at least the amount of

limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).

- II. Automobile Liability: Tenant shall maintain ISO Form Number CA 00 01 covering any automobile liability insurance (Code 1), or if Tenant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury 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.
- III. Worker's Compensation: Tenant shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "Park City Municipal Corporation" for all work performed by the Service Provider, its employees, agents, and Subcontractors as required by the State of Utah.
- IV. Sexual Abuse or Molestation (SAM) Liability: If the Commercial General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Tenant shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
- V. Professional Liability (Errors and Omissions) Insurance appropriate to Tenant's profession, with a limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**b. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- I. Additional Insured Status. The Landlord, its officers, officials, employees, and volunteers are to be covered as additional insureds on all liability policies except for worker's compensation and professional liability with respect to liability arising out of work or operations performed by or on behalf of Tenant. General liability coverage must be provided by a policy provision or an endorsement that is at least as broad as CG 20 10 07 04 (ongoing operations) in combination with CG 20 37 07 04 (completed operations).
- II. Primary Coverage. For any claims related to this Agreement, the Tenant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Landlord, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Landlord, its officers, officials, employees, or volunteers shall be excess of Tenant's insurance and shall not contribute with it.
- III. Umbrella/Excess Liability. The insurance limits required by this Agreement may be met by either providing a primary policy or in

combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.

- IV. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the Landlord. The Landlord may require Tenant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Landlord.
- V. Notice of Cancellation. Should any of Tenants required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, Tenant must deliver notice to the Landlord within 30 days of cancellation. The Landlord may request, and Tenant must provide within 10 days certified copies of any required policies during the term of this Agreement.
- VI. Waiver of Subrogation. Tenant hereby waives all rights against the Landlord and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Property Lease. Tenant shall cause each policy to be endorsed with a waiver of subrogation in favor of the Landlord for all work performed by Tenant, its employees, agents and Subcontractors.
- VII. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Landlord.
  - a. Claims Made Policies. If any of the required policies provide claims-made coverage:
    - i. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work.
    - ii. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after termination of the Agreement.
    - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Tenant must purchase "extended reporting" coverage for a minimum of 3 years after termination of the Agreement.
- VIII. Verification of Coverage. Tenant shall furnish Landlord with original certificates of insurance including all required amendatory endorsements (additional insured, waiver of subrogation, primary and non-contributory, notice of cancellation) (or copies of the applicable policy language effecting coverage required by this clause). However, failure to obtain the

required documents prior to the work beginning shall not waive Tenant's obligation to provide them. Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- IX. **Special Risks or Circumstances.** Landlord reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. **Payment of Taxes and Other Assessments.** As a tax-exempt entity, the Landlord does not expect to be assessed real estate and personal property taxes and other related assessments or taxes on the Premises. However, should Tenant change the tax status or should other circumstances cause taxes or assessments to be imposed on the Premises, then Tenant shall pay a pro-rata share of real estate and other related assessments or taxes for Tenant's Premises during the term of this Agreement. Tenant is responsible for any personal property tax liability as a result of its occupancy and use of the Premises.

11. **Liens.** Tenant shall not permit any liens to attach to the Premises for work done at Tenant's request or for Tenant's benefit. If Landlord receives notice of any such lien against the Premises, Tenant shall promptly discharge the lien at Landlord's request, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the Premises is in jeopardy because of any lien Tenant has elected to attach to the Premises, Landlord may discharge the lien and collect the amount paid from the Tenant. Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the Premises.

12. **Tenant Improvements.** The Premises are being leased to Tenant in AS-IS condition. Tenant shall receive permission from the Library Facilities Manager to use electrical equipment, such as space heaters, that may overload the system. Any additional interior finish or structural improvements desired by the Tenant must be approved in advance by the Landlord in writing and are the responsibility of Tenant, with no allowance made for the costs of Tenant improvements unless agreed to by Landlord in writing. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the Premises as Tenant may require for the conduct of its business; provided, however, Tenant may not materially alter the basic character of the building or fixtures or weaken the structure on the leased Premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Agreement unless specifically exempted in writing prior to commencing work. At the expiration or termination of this Agreement, all Tenant improvements that could be deemed fixtures under the law become the property of the Landlord unless specifically exempted in writing prior to installation.

13. **Signs.** All signs must comply with the City's Sign Code. The following restrictions apply to exterior building signs:

- a. Front Door Window Signs – Tenant may replace existing front door window vinyl signs for early childcare and customize the signs with specific hours. No other sizes or fonts allowed. Tenant may state either their business name or website in 1” letters. Tenants may add their logo below their name or website. Logo Sign not to exceed 4.25”x 5.5”.
- b. Temporary Signs at the Library Building –Tenant may erect temporary signs for directional and emergency purposes so long as the sign is not promotional and meets the Sign Code. Temporary signs shall be reviewed and approved by the Library Facility Manager; approval will not be unreasonably withheld. Temporary signs shall be removed when the Facility is not open and any damage resulting from a temporary sign shall be the responsibility of Tenant.
- c. Monument Sign on Park Avenue – All exterior signs require affirmation from City Council prior to final approval. If signage is allowed to be placed or continue on the Monument Sign, then the Sign and the signage must conform to the Sign Code and any City Council approval must be received.
- d. Costs for signs shall be the responsibility of Tenant. The City will waive any costs for sign permits.

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

15. **Remedies.** In the event Tenant fails to pay annual rent when due, or violates or breaches any other term or condition of the Agreement, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:

- a. Landlord may, by written notice to Tenant, demand that Tenant pay rent due or cure other breach within 10 days. If Tenant fails to pay rent or cure other breach within the 10 day period, Landlord may demand that Tenant quit the Premises within 15 days;
- b. Landlord may permit Tenant to remain in possession and sue for the installments that are past due;
- c. Landlord may re-let the Premises for Tenant’s account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;
- d. Landlord may agree to a payment of damages in such amount as the parties then agree and release Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant’s continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord shall first be used to mitigate damages from Tenant’s breach. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

16. **Covenant of Quiet Possession.** Landlord covenants with Tenant that Landlord owns or controls the Premises and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease. However, Tenant acknowledges the Premises are part of a larger public building. Therefore, Tenant may experience temporary impacts to operations, noise, and parking access customarily found with public buildings.

17. **Maintenance.** The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. Landlord shall be responsible for mechanical systems which serve the Premises as reasonably necessary to maintain the structure and to service common utility facilities. The Landlord will be responsible for janitorial service in areas used in common with the Library Building and other tenants, cleaning of the outside of the glass, and replacement of the glass in the event of damage from an outside source. Exterior maintenance and service in areas used in common with the Library Building and other tenants' facilities such as sidewalks, hallways, and parking lots including snow removal shall be Landlord's responsibility, except the Childcare Courtyard and Garden Courtyard shall be the Tenant's responsibility to maintain. Tenant shall be responsible for all interior maintenance, including mechanical and electrical fixtures to the extent that they are located within and exclusively benefit the Premises, janitorial service, and glass maintenance (both cleaning the inside and replacement in the event of damage from an inside source) which is within the leased Premises or solely serves the Premises.

18. **Access to Other Spaces.** Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure, service common utility facilities, and for emergencies or security needs. With reasonable notice, the Landlord shall have the right to inspect the Premises during the Tenant's normal business hours. The Landlord shall work in good faith to minimize access to the space from 12:30 to 2:30 p.m. except for security or emergency situations during required quiet time.

19. **Force Majeure.** Either party shall be excused for the period of any delay in the performance of any obligations under this Agreement when prevented from doing so by cause or causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, weather, pandemic, inability to obtain any materials or services, or acts of God.

20. **Increased Insurance Risk.** Tenant will not permit said Premises to be used for any purpose which would render the fire insurance on the building or the Premises void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the term of this Lease. Tenant will not keep, use, or sell, or allow to be kept, used, or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Premises of the same general type as those covered by this Agreement.



21. **Care and Repair of Premises by Tenant.** Tenant will inspect and accept the Premises for the purposes of this Agreement prior to taking occupancy. Tenant will not commit any waste on Premises, nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto.

22. **Damage or Destruction.** If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Premises without expense to Tenant subject to delays due to adjustment in insurance claims, strikes, and other causes beyond the Landlord's control. If such damage or destruction renders the Premises uninhabitable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the Premises restored. Landlord and Tenant will work together in good faith to find alternative temporary venues for Tenant's operations. If the damage or destruction shall require removal of Tenant's operations from the Premises, either Landlord or Tenant may elect to terminate this Lease by written notice to the other within thirty (30) days after the occurrence of such damage or destruction.

23. **Surrender of Premises.** Tenant agrees to surrender the Premises at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement, ordinary wear, tear, and damage by the elements or other acts of God excepted.

24. **Holding Over.** Continued possession, beyond the expiration date of the term of this Agreement or any extension term, by Tenant (and absent a written agreement by both parties for an extension of this Agreement, or for a new agreement, and absent the written consent of the Landlord) shall constitute a month-to-month extension of this Agreement at a rental of 10% of the previous rental for the Premises (plus payment of all other expenses payable by Tenant as set forth in this Agreement). Such holding over without the Landlord's consent shall not prejudice the Landlord's right to bring an action for the eviction of the Tenant.

25. **Indemnity.** The Tenant shall indemnify and hold the City and its agents, employees, and officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or Tenant's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. Tenant expressly agrees that the indemnification provided herein constitutes the Tenant's limited waiver of immunity as an employer under Utah

Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Tenant claims or recovers compensation from the City for a loss or injury that Tenant would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

26. **Landlord Liable only for Negligence.** Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

27. **Nondiscrimination.** In the performance of this Agreement, Tenant shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

28. **Waiver of Covenants.** It is agreed that the waiver of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.

29. **Rights of Successors and Assigns.** The covenants and agreements contained within the Lease shall apply to the benefit of successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

30. **Building Security.** The Landlord will install doors with locking hardware. Tenant is entitled to put locks on the doors to its space, provided the Landlord is given keys for reasonable access and building maintenance. Both parties will attempt to keep the exterior doors of the Childcare Entry locked after their use of the building is completed for the day, and the Tenant shall have the obligation of checking all exterior Childcare Entry doors and setting of alarm at the conclusion of each day to make sure that they are locked, and that windows in the rooms used by the Tenant are secured. Lights should be turned off at the conclusion of the Tenant's use each day.

31. **Parking.** As approved by the Master Planned Development on May 30, 2014, access to the parking shall be from Park Avenue. Twelfth Street shall only be used as a secondary access. Non-exclusive parking shall be at the Library Parking Lot (82 spaces) and overflow parking shall be at the Mawhinney Parking Lot across the street. The Landlord will assign a minimum of five short-term load/unload parking spaces proximate

to the entry of the building for non-exclusive Tenant use. Tenant shall not have assigned parking spots and shall park in general parking areas and follow parking rules and regulations as posted and associated with the Premises. The Landlord will work in good faith to inform the Tenant of any changes to parking rules or regulations for daily use and during Special Events or parking lot closures at least one week before such changes. Additionally, the Landlord will work with the Tenant in good faith to inform the Tenant of any Parking regulation changes that impact the childcare center. There are no guaranteed parking spots.

32. **Notice Provision.** All notices required by this Lease shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

**If to Landlord:**

Park City Library Facility Manager  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060

**With copy to:**

City Attorney's Office  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060

**If to Tenant:**

Sue Banerjee or current Executive Director  
PC Tots  
1850 Sidewinder Drive  
Ste. 410  
Park City, Utah 84060

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

34. **Counterparts.** This Agreement 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.

35. **Electronic Signature.** Each party agrees that the signatures of the parties included in this Agreement, 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 have executed this Agreement or cause it to be executed by their duly authorized representative, this 29<sup>th</sup> day of November, 2023.

**TENANT:**

**PC TOTS, INC.**, a Utah non-profit corporation **DBA PC TOTS**

1850 Sidewinder Drive

Ste. 410

Park City, Utah 84060

DocuSigned by:  
By: Sue Banerjee

Name Printed:  
Sue Banerjee

Title: Executive Director

**LANDLORD:**

**PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation

445 Marsac Avenue

PO Box 1480

Park City, UT 84060

DocuSigned by:  
Nann Worel

NANN WOREL Mayor

Approved as to Form:

DocuSigned by:  
Margaret Plane

City Attorney's Office

**ACKNOWLEDGMENT**

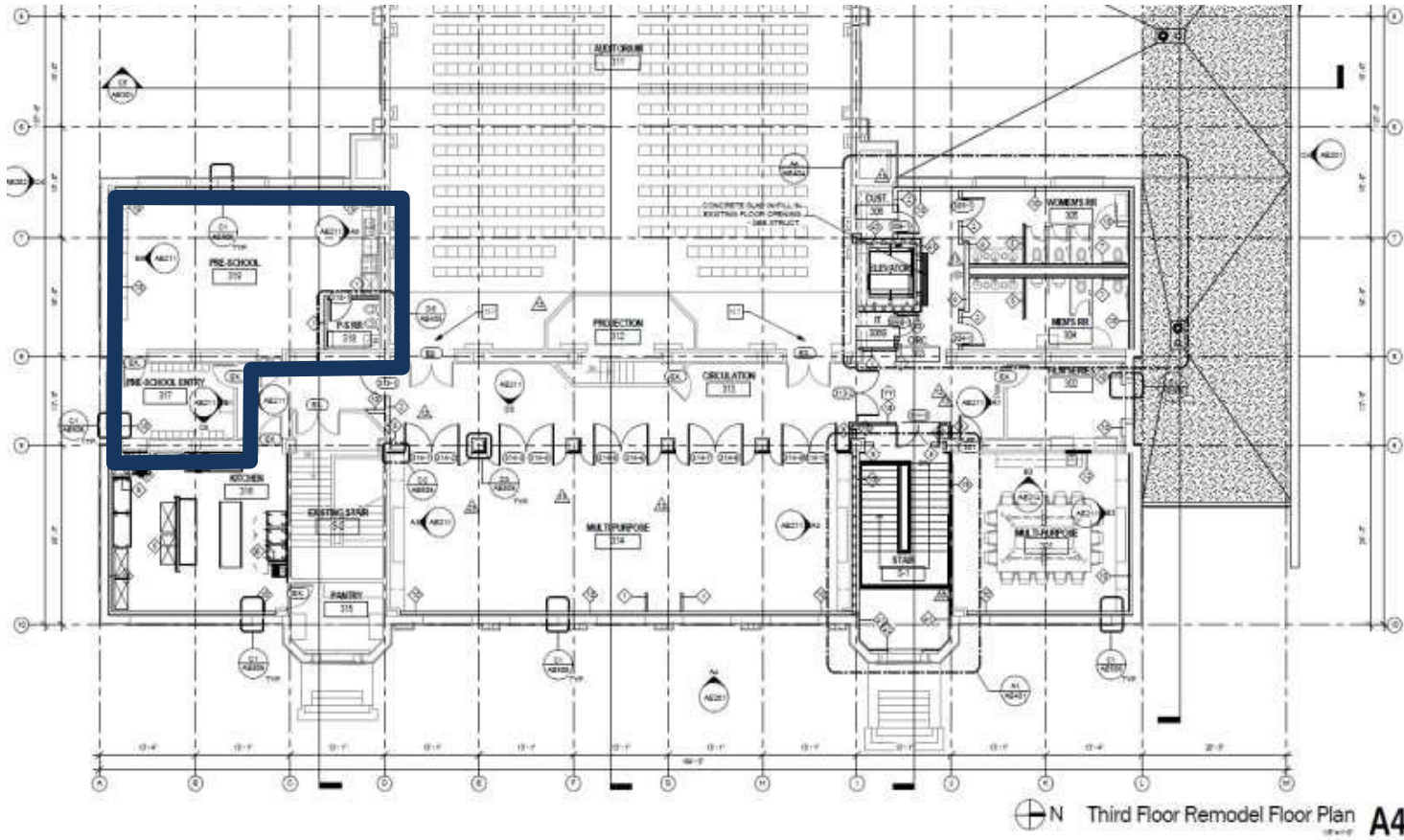
STATE OF UTAH            )  
  ) ss.  
COUNTY OF SUMMIT        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, \_\_\_\_\_ (name of document signer) 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 he/she is the \_\_\_\_\_ (Title or Office) of PC Tots, Inc., a Utah non-profit corporation, DBA PC TOTS, and that said document was signed by him/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 he/she executed the Park City Municipal Corporation 2023 Property Lease.

\_\_\_\_\_  
Notary Public

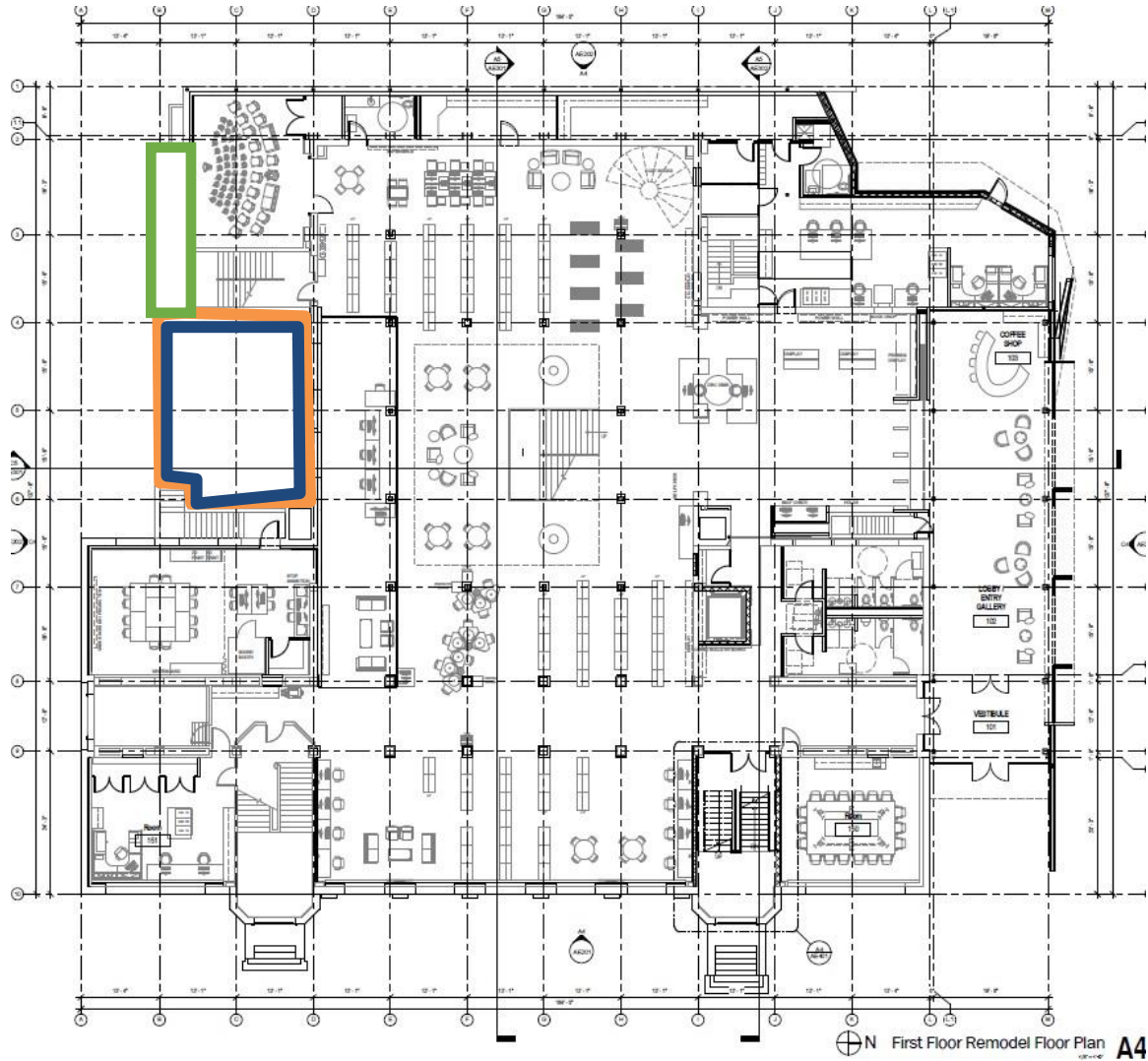
### Exhibit A – Facility Premise




## Exhibit A



 Exclusive Use

### Exhibit A – Facility Premise “Childcare Courtyard” and “Courtyard Garden”



-  - Non – Exclusive Use of Courtyard (outside of hours listed below and above in section 1 of the lease)
-  - Exclusive Use of Courtyard (10:30 a.m. to 12:00 p.m., 3:00 to 4:00 p.m., and 5:00 to 5:30 p.m.)
-  - Exclusive Use of Courtyard Garden

**Table 1 – Rent Schedule**

<b>Tenant Rent Schedule</b>					<b>Notes</b>
<b>Year</b>	<b>Proposed Rent Amount (Monthly)</b>	<b>Inflation Percentage</b>	<b>Dollar Amount Inflation</b>	<b>Annual Rent</b>	
<b>2023-24</b>	\$10.00	0%	\$0	\$70.00	Prorate to seven months, November to June (\$70)
<b>2024-25</b>	\$10.00	5%	\$6.00	\$126.00	
<b>2025-26</b>	\$10.50	5%	\$6.30	\$132.30	upon lease extension
<b>2026-27</b>	\$11.03	5%	\$6.62	\$138.92	
<b>2027-28</b>	\$11.58	5%	\$6.95	\$145.86	
<b>2028-29</b>	\$12.16	5%	\$7.29	\$153.15	upon lease extension
<b>2029-30</b>	\$12.76	5%	\$7.66	\$160.81	
<b>2030-31</b>	\$13.40	5%	\$8.04	\$168.85	
<b>2031-32</b>	\$14.07	5%	\$8.44	\$177.29	
<b>2032-33</b>	\$14.77	5%	\$8.86	\$186.16	
<b>Total Rent 10 Years PC Tots</b>				<b>\$1,459.35</b>	
<b>Total 10 Year FMV</b>				<b>\$352,955.79</b>	
<b>Less: Lease Rent</b>				<b><u>-\$1,459.35</u></b>	
<b>Total 10 Year Subsidy</b>				<b>\$351,496.44</b>	



**Table 2 - Program Calendar 2023**



## Center closed/ No student day

Labor Day	September 4 <sup>th</sup> , 2023
Professional Development Days	October 20 <sup>th</sup> , 2023 (No Student Day)
Fall Break	November 23 <sup>th</sup> - 24 <sup>th</sup> , 2023
Winter Break	December 25 <sup>th</sup> - January 1 <sup>st</sup> , 2024
Professional Development Day	January 15 <sup>th</sup> , 2024 (No Student Day)
Professional Development Day	April 19 <sup>th</sup> , 2024 (No Student Day)
Memorial Day	May 27 <sup>th</sup> , 2024
Professional Development Days	June 14 <sup>th</sup> , 2024 (No Student Day)
Juneteenth	June 17, 2024 (Likely)
Independence Day	July 4 <sup>th</sup> , 2024
Professional Development Days	August 23 <sup>rd</sup> , 2024 (Day before Move up)

## Parent Engagement Calendar

MOVE UP DAY Parent engagement (Meet the teachers 8:00 am -10:00 am and 3:00 pm – 5:00 pm)	August 28 <sup>th</sup> , 2023
Male engagement week	October 30 <sup>th</sup> – November 3 <sup>rd</sup> , 2023
Live PC Give PC	November 3, 2023
Parent-Teacher Conferences	November 6 <sup>th</sup> -10 <sup>th</sup> , 2023
Parent-Teacher Conferences	March 4 <sup>th</sup> -8 <sup>th</sup> , 2024
Parent engagement event (Dr. Suess)	March 4 <sup>th</sup> , 2024
Teacher Appreciation Week	May 6 <sup>st</sup> – 10 <sup>th</sup> , 2024
Parent engagement event (Time to Be Determined)	May 20 <sup>th</sup> , 2024
PC Tots Birthday Party (Donate for the month of May)	May 31 <sup>st</sup> , 2024
Parent-Teacher Conferences	June 10 <sup>th</sup> – 14 <sup>th</sup> , 2024
Kindergarten Graduation	August 8 <sup>th</sup> , 2024
Move up Date for 0-4	August 26 <sup>th</sup> , 2024

PC Tots maintains the right to change the calendar at any time. Tuition and fees are not prorated for illness, holidays, inclement weather, professional development days, or emergency closures.

**Table 3 - Tuition Scholarship Schedule 2023**



## PC TOT'S TUITION

### Mission

PC Tots is a non-profit that provides our Park City and Summit County workforce and families access to high-quality childcare, education, and kindergarten school readiness. PC Tots has a critical mission of having a diverse socioeconomic and cultural blend of children, leading to rich community building and social equity from a young age.

### Tuition

A student's tuition is billed monthly. Billing payments will occur through Brightwheel and may be made monthly or biweekly per each family's PC Tots financial agreement. Tuition is adjusted annually and may increase. Tuition is billed monthly so long as your child is enrolled as a student, regardless of attendance. Tuition rates are not reduced for Holidays, Weather Closures, Staff Professional Development Days, Student Illness, or Student Vacations. Tuition rates are subject to change with a minimum of 90 days' notice.

Tuition as of July 1, 2023:

	<b>Infants Class, Wobblers Class, Toddlers Class, &amp; Big Tots Class</b>	<b>Preschool Class</b>
Monthly Tuition	\$2000.00	\$1,600

### Subsidies and Scholarships

PC Tots staff will work with families to apply for available childcare [subsidies](#) through DWS and scholarships provided by PC Tots donors. Families that financially qualify for Utah's Department of Workforce Services (DWS) [subsidies](#) are required to apply for this childcare assistance. Families are required to apply for the DWS subsidy if their income is below or at the DWS monthly [income limits](#) for childcare subsidies. Children must be U.S. citizens or qualified aliens. Parents do not need to provide information regarding immigration status, work authorization, or social security numbers. Single parents must work an average of at least 15 hours per week and make at least minimum wage. For 2-parent households, the second parent must work an average of at least 30 hours a week. The amount of potential

payments (paid directly to providers) depends upon the age of the child, the copayment assigned to the case, and the type of provider.

### Subsidies

	Infants/Wobblers 0-18 months	Toddlers 19-36 months	Preschool 3-5 years
<b>Maximum DWS Subsidy</b>	\$1,040 (0-24 months)	\$821 (2-year-olds) \$757 (3-year-olds)	\$754 (4-year-olds) \$731 (5-year-olds)

PC Tots' donor-provided scholarships are provided to families that do and do not qualify for the subsidy from DWS based on the Summit County Area Median Income (AMI) and a family's Gross Annual Income. The chart below identifies the monthly parent payment/scholarship amount:

### Scholarships

	Infants Class, Wobblers Class, Toddlers Class, & Big Tots Class (Early learning)		Preschool Class	
Monthly Tuition	\$2000.00		\$1600.00	
Summit County AMI	Parent Payment (Early Learning)	Scholarship	Parent Payment Preschool	Scholarship
150%	\$2000	\$ 0	\$1600	\$ 0
120%- 149%	\$1500	\$500	\$1200	\$400
101%-120%	\$1250	\$750	\$1000	\$600
81%-100%	\$1000	\$1000	\$800	\$800
51%-80%	\$750	\$1250	\$600	\$1000
Below 50 %	\$500	\$1500	\$400	\$1200

PC Tots calculates the PC Tots AMI table in consultation with the Summit County AMI; PC Tots expands the AMI to incorporate the higher tiers. This table intends to identify family AMI ranges and supports families with PC Tots scholarships.

**Area median income is adjusted annually (To determine where your AMI is, look at**

**your taxes line 9)**

<b>PC Tots 2023 AMI INDEX</b>							
<b>AMI</b>	<b>2 Person Household</b>	<b>3 Person Household</b>	<b>4 Person Household</b>	<b>5 Person Household</b>	<b>6 Person Household</b>	<b>7 Person Household</b>	<b>8 Person Household</b>
150%	\$ 169,950	\$ 191,250	\$ 212,400	\$ 229,500	\$ 246,450	\$ 263,400	\$ 280,500
120%	\$ 135,960	\$ 153,000	\$ 169,920	\$ 183,600	\$ 197,160	\$ 210,720	\$ 224,400
100%	\$ 113,300	\$ 127,500	\$ 141,600	\$ 153,000	\$ 164,300	\$ 175,600	\$ 187,000
80%	\$ 90,640	\$ 102,000	\$ 113,280	\$ 122,400	\$ 131,440	\$ 140,480	\$ 149,600
50%	\$ 56,650	\$ 63,750	\$ 70,800	\$ 76,500	\$ 82,150	\$ 87,800	\$ 93,500
DWS Income limits	\$49,524	\$61,176	\$72,828	\$84,492	\$96,144	\$98,328	\$105,036

**Documents Required**

Please have the following items ready for the tuition meeting

- Verification of the child's age (Birth Certificate and/or Medicaid card, baptism or blessing certificate, Foster Care placement letter, Hospital Certificate, I-94, or passport.)
- Child's immunization record
- Proof of income for the previous 12 months (tax forms in the prior year are preferred: also accepted are: W-2 forms, 1099's, alimony, unemployment, Social Security or military income, etc.) (Tuition rate cannot be determined without income verification)
- Proof of Residency or Employment address in Summit County (For residence, a recent copy of the utility bill, rental agreement, or mortgage statement in the parent's name that lists the address.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/22/2023

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

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

<b>PRODUCER</b> Wasatch Leavitt Ins 2029 Sidewinder Dr, Suite 100 PO Box 682770 Park City UT 84068	<b>CONTACT NAME:</b> Rita Hendrickson		
	<b>PHONE (A/C, No, Ext):</b> (435)645-8336	<b>FAX (A/C, No):</b> (801)224-0815	
	<b>E-MAIL ADDRESS:</b> rita-hendrickson@leavitt.com		
	<b>APPROVED</b>		
<b>INSURED</b> Park City Tots Inc, DBA: P C Tots 1850 Sidewinder #410  Park City UT 84060	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Ins Group <span style="float: right;">A18058</span>		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** CL238712921 **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="checked" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="checked" type="checkbox"/> LOC OTHER:	X	Y	PHPK2486076	11/7/2023	11/07/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual Abuse or Molestation Abuse \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="checked" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="checked" type="checkbox"/> NON-OWNED AUTOS	X	Y	PHPK2486076	11/07/2023	11/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="checked" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		PHUB839812	11/07/2023	11/08/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b> Sexual Abuse/molestation			PHPK2486076 PHPK2486076	11/07/2023 11/07/2023	11/07/2024 11/07/2024	1,000,000 \$3,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The landlord, (Park City Municiple) its officers,officials,employees and volunteers are named as additional insured for the general liability and the auto coverage.  
  
Property situate: 1255 Park Avenue-3rd Floor-Park City, UT 84098. Umbrella is following form

<b>CERTIFICATE HOLDER</b>  Park City Municipal P O Box 1480 Park City, UT 84060	<b>CANCELLATION</b>  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  Aline France/ALFRAN
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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2023
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**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).**

<b>PRODUCER</b> WCF SOLUTIONS INC PO BOX 2259 SANDY UT 84091-2259	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: KATHALINA CORREDOR</td> </tr> <tr> <td>PHONE (A/C No. Ext): (800) 446-2667</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: CUSTOMERSERVICE@WCF.COM</td> </tr> </table> <div style="text-align: center; color: red; font-weight: bold; font-size: 1.2em; margin: 10px 0;"> <b>APPROVED</b> </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : WCF MUTUAL INSURANCE COMPANY</td> <td style="text-align: center;">10033</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> </tbody> </table>	CONTACT NAME: KATHALINA CORREDOR		PHONE (A/C No. Ext): (800) 446-2667	FAX (A/C, No):	E-MAIL ADDRESS: CUSTOMERSERVICE@WCF.COM		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : WCF MUTUAL INSURANCE COMPANY	10033	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
CONTACT NAME: KATHALINA CORREDOR																					
PHONE (A/C No. Ext): (800) 446-2667	FAX (A/C, No):																				
E-MAIL ADDRESS: CUSTOMERSERVICE@WCF.COM																					
INSURER(S) AFFORDING COVERAGE	NAIC #																				
INSURER A : WCF MUTUAL INSURANCE COMPANY	10033																				
INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
<b>INSURED</b> PARK CITY TOTS INC PC TOTS 1940 SIDEWINDER DRIVE PARK CITY UT 84060																					

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Y	3452965	02/01/2023	02/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Coverage limited to locations in Utah and operations subject to the jurisdiction of Utah law. BLANKET WAIVER OF SUBROGATION APPLIES IN FAVOR OF ANY PERSON OR ORGANIZATION THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

<b>CERTIFICATE HOLDER</b> PARK CITY MUNICIPAL CORPORATION 455 MARSAC AVE PARK CITY UT 84060	<b>CANCELLATION</b> 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 <div style="text-align: center; margin-top: 20px;"> </div>
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**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**      Blanket

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

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

Endorsement Effective	11/21/2023	Policy No.	3452965	Endorsement No.
Insured	PARK CITY TOTS INC			Premium
	1850 SIDEWINDER DRIVE STE 410			
	PARK CITY, UT 84060			

Insurance Company WCF Mutual Insurance Company

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
DAY CARE ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Damage to Premises Rented to You	\$1,000,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	2
Medical Payments – Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payment – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured - Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantor of Permits	Included	4
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Liberalization	Included	5
Bodily Injury – includes Mental Anguish	Included	5
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	6

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**Effective Date:** 11/07/2023

**Name of Person or Organization (Additional Insured):**

Park City Municipal Corporation  
Its officers, officials, employees  
and volunteers  
PO Box 1480  
Park City, UT 84060

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

POLICY NUMBER: PHPK2626198

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

## SCHEDULE

<p><b>Name Of Person Or Organization:</b>  Park City Municipal Corporation, Its officers, officials, employees, volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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