



## Special Event City Services Agreement

This Special Event City Services Agreement (“Agreement”) is entered into as of March 26, 2024, between the Parties **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (“Park City” or “City”) and **PARK SILLY SUNDAY MARKET**, a Utah nonprofit corporation (“PSSM”).

### Recitals

WHEREAS, PSSM has staged the Park Silly Sunday Market (“Market”) in Park City under the regulation and authority of annual Special Event Permits issued by Park City;

WHEREAS, Park City and PSSM wish to enter into a long-term contract establishing Park City Main Street as the Market headquarters and to maximize planning efficiencies, pool resources, and improve event management to ensure the continued success of the event with minimal impacts to the residents of the City;

WHEREAS, PSSM, a non-profit entity, desires to use certain facilities owned or controlled by Park City and to obtain certain municipal services, fee waivers, and other nonmonetary assistance from Park City and others as appropriate in connection with the Market, all under the terms hereinafter provided;

WHEREAS, Park City desires to contract with PSSM to implement additional closures of Main Street and event management services, which require substantive changes to the transportation plan and parking management plan as specified pursuant to the terms herein;

WHEREAS, Park City is authorized by Utah Code Section 10-7-85 to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents;

WHEREAS, pursuant to Utah Code Sections 10-8-2(1) and 10-8-84, the City Council hereby finds that the provision of City funds, property, and services is for a corporate purpose consistent with the Park City General Plan, particularly the Community Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City; and

WHEREAS, Park City reviewed the direct economic benefits of the Market to Park City, and the Summary of Revenue Impacts to Park City is incorporated herein by reference. The City Council also finds that, in addition to the services contracted for herein,

the Market has numerous additional indirect and intangible benefits which create an additional overall positive economic, artistic, and quality of life impact on the City, its residents, and its visitors, and nothing herein shall be determined to be a gift or charitable contribution by the City.

## Agreement

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

### **A. PRINCIPLES AND RESPONSIBILITIES.**

#### **1. General Principles.**

**1.1 Mutual Cooperation and Flexibility.** Park City and PSSM mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified in **Exhibit A** of this Agreement and each Market in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of each annual Market. Park City and PSSM agree that the purpose for cooperation and flexibility is the successful operation of the Market. Both parties understand that plans may change each year, subject to final approval by the City Council.

**1.2 Supplemental Plans.** This Agreement outlines the terms for the respective duties and obligations of Park City and PSSM with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (the "Supplemental Plans") with respect to those functions of the Use Areas, which may change with each annual Market. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. Supplemental Plans for the 2024 Market are incorporated within this Agreement and changes that promote the efficient and successful operation of the Market may be considered. Failure to agree on changes to existing Supplemental Plans will result in the use of the existing Supplemental Plans. Any Material Changes, as determined by City staff, shall require an amendment to this Agreement and City Council approval. The Supplemental Plans must be submitted to City staff no later than the first full week of March and must have Council approval by the last City Council meeting in April of each year for the Market to begin on the planned date. The City Council reserves full authority to approve or reject changes in accordance with Title 4A of the Municipal Code (as amended), and any other applicable ordinances.

**1.3 PSSM General Responsibilities.** In addition to the responsibilities of PSSM set forth in the balance of this Agreement, PSSM is responsible for the timely

submission to the City of all annual plans related to the Market, and for producing and providing all official information related to the Market to the City. Both parties will agree to a mutually agreed-upon timeline.

**1.4 Park City General Responsibilities.** In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to PSSM or its designee by the first Friday in April of each year all official Park City information relevant to the Market and the Use Areas, including internal staff communication, anticipated construction impacts and promoting positive support for Park City's involvement in the Market and the opportunities provided thereby. Park City shall cooperate with PSSM by using its best efforts to notify PSSM of any pending City ordinance changes or City right-of-way projects which could have a negative impact on PSSM and its sponsorship relationships, including those relating to marketing and signage.

## **B. TERM AND LEASE OF USE AREAS DURING USE PERIODS.**

**2. Term.** PSSM hereby agrees to hold the 2024, 2025, 2026 and 2027 Market in Park City. Accordingly, this Agreement shall be effective from the date of execution to Friday, November 30, 2027, subject to the renewals below. The Agreement shall renew for an additional three (3) years for 2028, 2029, and 2030 Markets, provided both parties execute a written notice of consent to renew by the last City Council meeting in April of 2027.

**2.1 Dates of Market.** The Market shall be held on 11 Sundays from June to September with the following exceptions unless both Parties agree to add or eliminate the number of market dates in writing. Annually as part of the required debrief, City Council shall review and approve specific dates for the following year.

**1.** Park City Kimball Arts Festival – No Market on the following dates for the Park City Kimball Arts Festival:

- a. August 2, 3, 4, 2024
- b. August 1, 2, 3, 2025
- c. August 7, 8, 9, 2026
- d. August 6, 7, 8, 2027
- e. August 4, 5, 6, 2028
- f. August 3, 4, 5, 2029
- g. August 2, 3, 4 2030

**2.** Creating Balance in Event Calendar – Unless otherwise agreed to in writing, PSSM will not hold the Market over Memorial Day, Fourth of July weekend, the weekend of the Extreme Soccer Tournament, or during the month of August to provide a break in the intensity of event and tourism impacts.

**3.** Park Silly Sunday Market and the City may request adjustments to the total number of Market days. Adding or eliminating the number of market dates is a Material Change. When these are contemplated, outreach shall be performed with HPCA and the Main Street Merchants. Changes must be approved by the City Council.

**2.2 Hours.** The event will be held on Sundays from 10:00 a.m. to 5:00 p.m. Street closures for load-in, load-out, set-up, and deliveries will be held from 6:00 a.m. to 10:00 a.m., and from 5:00 p.m. to 8:00 p.m. If PSSM is unable to reopen the street by 8:00 p.m., the City will adjust the Market's closing to meet the stated time limits. Park City shall consider expanded hours for special late closures based on performance and feedback from Main Street merchants through the Historic Park City Alliance ("HPCA") as part of the consideration of annual Supplemental Plans. Changing hours beyond what is described above is a material change and must be approved by the City Council.

**2.3 Location.** The event will be held on Historic Main Street between Heber Avenue and 9<sup>th</sup> Street. Park City shall consider expanded venue use areas based on performance and feedback from Main Street merchants through HPCA and the public as part of the consideration for any changes through the Supplemental Plan. Changing location is a material change and must be approved by the City Council.

**2.4 Marketing.** PSSM has agreed to not purchase any advertising due to the success of the event. PSSM agrees to market to local residents to attend the Market and utilize alternative modes of transportation by using the following mechanisms:

- a. Park Silly Sunday Market website;
- b. On-site event promotions;
- c. Radio and TV spots; and
- d. Email blast and social media updates.

If paid advertising is requested by the City Council in the future such marketing should be reported. All marketing, media, cross promotional and public relations activity, and an estimate of value of such activity shall be reported In the Measures of Success during each Supplemental Plan, Mid-Season, and End of Season reports.

**2.5 Additional Conditions of Approval.** The following apply unless modified explicitly by Supplemental Plans:

- 1.** PSSM at its cost, shall incorporate such measures as directed by City staff to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided.

2. A fire lane approved by the Fire Marshall will be maintained to provide access across Heber Avenue and Main Street at all times of Market operation. City shall provide signage to indicate closures and detour options.
3. PSSM must obtain Relief from Noise Restrictions (6-3-11), as amended, for any set-up, event, or breakdown activities occurring on any given day of the event. PSSM will work to orient any noise stemming from the event away from residential areas to reduce noise impacts on the surrounding community. No amplified sound from 10:00 a.m. to 12:00 p.m. (noon), From 12:00 p.m. (noon) to 5:00 p.m. maximum decibel limit is 75. Sound check will not begin before noon, and music will begin no later than 1:00 p.m. Any changes to these specifications are material and must be reviewed and approved by City Council.
4. PSSM shall comply with all UDABS regulations and obtain applicable approvals for the beer garden area and all other areas of compliance.
5. PSSM shall meet with the Park City Special Events and Park City Police to create a security plan that will ensure the health, safety, and wellness of all staff, vendors, and visitors is maintained, as approved by the Chief of Police or their designee. The cost of additional, private security is the responsibility of PSSM. The cost of increased Police services will be incurred by PSSM unless waived by the City Council, pursuant to Section C.6.
6. A base operational plan footprint and sign plan shall be submitted as part of the Supplemental Plan process outlining placement of no less than 80% of the Market. This will be used as the Approved Operational Market Footprint. All plans for tents, stages, and other temporary structures and activities shall be submitted to the City Representative as defined in Section 7.1, Special Events Department, and the Building Department for review each week of the Market by Thursday at 5:00 p.m. to be considered for the Market on the following Sunday. All changes from the Approved Operational Market Footprint must be approved before Friday at 5:00 p.m. of the preceding week.
7. As part of the Special Event Permit, PSSM shall provide the Utah State Tax Commission and the City Representative a list of all participating vendors containing the following information: Name, address and contact information and its Utah State Tax Identification

number. PSSM shall also provide a list of all participating not-for-profit organizations. Consistent with Section 4-2 of the Municipal Code, concessions directly related to the event do not require a business license. The Utah State Tax Commission requires a Temporary Special Events Sales Tax License. Each vendor is responsible for acquiring a Utah State Tax ID Number from the Utah State Tax Commission. PSSM shall require all participating vendors to provide and display their Special Event Permit provided by the State of Utah Tax Commission.

**8.** Nothing herein shall limit use of Coalition Park by non-vendors in accordance with the Art Exhibition for Sale on Public Property Ordinance, Park City Municipal Code § 4-10-3, as amended.

**9.** PSSM shall annually review the vendor list to ensure the participants reflect the integrity of the Market's purpose and mission, and limit sales of mass-produced goods. No importers or resellers are allowed at the Market. The PSSM will maintain no more than 12 jewelers each Market (to be juried with representatives from HPCA) and no more than 12 food vendors at each Market.

**10.** PSSM shall maintain an 80% diversion rate during the event and report annually on recycling, compost, and glass diversion in pounds.

**11.** PSSM shall report weekly attendance and summarize overall attendance with the three highest days in their end of season report.

**12.** PSSM shall aggressively market alternative transportation options including bus, bike, walk and carpooling options. They guarantee to host a Bike Valet at each Market to help with bike parking and actively report those numbers. PSSM will also provide additional shuttles on the two busiest days of the Market. These dates will be agreed to with the City, Special Events and the Park City Transit Department.

**13.** PSSM shall continue to offer and report on community partnerships including free/reduced cost booth space for non-profits, farmers, the Park City Professional Artists Association, HPCA, youth vendors, and Park City Municipal Corporation. PSSM will report on how many vendors are local vendors from Park City, Summit County and Wasatch Back compared to other areas in the state or out of state.

**14.** PSSM shall return to City Council no later than the first meeting in November of each year to conduct a debrief of the

Market.

**3. Grant of Lease.** Park City hereby grants to PSSM and its designees and assigns, and PSSM hereby accepts, the right for the occupancy and use of the Use Areas for the purposes further described on **Exhibit A** along with the use of all available utilities, services, and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and PSSM with respect to the Use Areas is that of landlord and tenant and may be further defined by a lease agreement. However, any lease agreements shall not conflict with this Agreement or any exhibit attached hereto. Park City makes no express or implied warranties regarding the Use Areas and PSSM hereby acknowledges it has inspected the Use Areas and accepts the Use Areas "AS IS."

**4. Non-Exclusive Use; Right to License.** The Use Areas are public rights of way and PSSM has non-exclusive use as granted herein. During Market hours, PSSM shall have the exclusive right to jury, select and authorize Market vendors pursuant to PSSM's internal guidelines and contracts. Otherwise, no right to exclude is hereby granted except as may be required by applicable law (such as UDABS alcohol areas). Businesses adjacent to and within the Use Areas shall remain eligible for outdoor/sidewalk sales as otherwise provided for in the Municipal Code.

**4.1 Access Prior to Use Periods.** Unless otherwise set forth herein, Park City and PSSM shall cooperate to arrange times that PSSM and its designees may have non-exclusive access to the Use Areas prior to the Use Periods defined in Section B above for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain Temporary Improvements. Temporary Improvements include installation of cables, conduits, curb cuts, signage, and substructure. Temporary Improvements shall not materially interfere with ordinary and customary Park City operations and the advance construction shall be consistent with the requirements outlined herein.

**4.2 Lawful Use.** During the applicable Use Periods defined in Section B, PSSM will not use, operate, or maintain the Use Areas improperly, carelessly, in violation of any applicable law, or in any manner contrary to that contemplated by this Agreement.

**4.3 Permitted Uses.** PSSM is granted use of the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, with City approval, for the purposes indicated on Section B 2.1, 2.2, and 2.3 in this Agreement; including for the moving in and out, and the construction, erection and staging of decorations, trash, recycling and other temporary facilities and installations and other Temporary Improvements, lighting, sound systems, booths, stages, tents, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the Market; for advertising, marketing and promotion; and for any other purpose related to the Market.

**4.4 Restoration.** PSSM shall return the Use Areas to Park City at the conclusion of their respective Use Periods as listed in Section B, in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, PSSM shall, at its sole cost and expense, remove all Temporary Improvements and modifications located in or on the Use Areas, unless otherwise agreed upon in writing by the Parties.

## **5. Permits and Licenses.**

**5.1 Permits and Licenses.** PSSM shall be solely responsible for any building or other permits necessary for its Temporary Improvements or food operations.

**5.2 Special Event Permit.** The City hereby finds the Market to comply with the Municipal Code of Park City Section 4A. After annual review of a Special Event Application and approval of the Supplemental Plans, Park City shall issue to PSSM a Special Event Permit that covers all activities of PSSM described in this Agreement that may require such a license. Approval of annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval and any other required permits, approvals, variances, etc., that may be encompassed by the Special Event Permit for each Market. The City will issue no other Special Event Permits during the dates of the Market until PSSM has provided a recommendation on the effects other events may have on the Market. The Park City Council and Special Events Department will take into consideration PSSM's recommendations in their decision to either approve or deny any other New Events.

**5.3 Permits and Licenses Issued by Other Governmental Authorities.** PSSM shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to PSSM's use of the Use Areas during the Use Periods. Park City shall support and cooperate with PSSM in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods and shall authorize PSSM to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

**5.4 Governmental Ordinances.** The Special Events Department shall support and cooperate with PSSM in obtaining permits as necessary concerning any local, city, county or state ordinances, rules, laws, and regulations to assist PSSM in hosting and staging the operations of the Market and related activities in Park City.

## **C. PARK CITY FACILITIES AND SERVICES.**

### **6. City Services.**



**6.1 Basic City Services.** Park City will provide the following City Services to PSSM at no cost after PSSM meets all financial obligations as outlined in Section E of this Agreement:

1. PSSM shall be entitled to a waiver of the following fees, which may not exceed \$85,000 annually (as amended in the fee schedule):
  - a. Level Four Special Event Application Fee at Community Identifying Event ("CIE") Rate (estimated at \$383.60).
  - b. Building Permit fee and inspection fees for all tents and temporary structures (estimated at \$1,562).
  - c. Removal of Parking on lower Main Street (estimated at \$8,096 for 46 spaces at \$16/day rate, 11 days).
  - d. Parks Department for street banner installation (does not include banner costs which are the responsibility of PSSM) (estimated at \$700).
  - e. Enhanced Police patrols as determined necessary by the Park City Police Department. Best efforts will be made to include PSSM in these discussions if additional resources are deemed necessary or staffing is reduced (estimated at \$55,200 or the equivalent of 552 hours).
  - f. Barricades and VMS boards are required to mitigate traffic. PSSM may be required to obtain additional barricades for the operations of the Market (estimated at \$9,979).
  - g. City Security Service Provider for residential management. This is estimated at \$2,310 and is a hard cost paid by the City.
  - h. Community outreach and engagement including impact notices and boots-on-the-ground outreach estimated at \$500. This may include some hard costs for designing outreach documents.
2. PSSM is responsible for bollard installation and de-installation and provide pedestrian management at the intersection of Heber and Main at no cost to the City.
3. PSSM will provide their own waste and recycling management within their Use Areas. This includes covering any City trash can so that it cannot be used during the Market.

**6.2 Additional City Services and Work Order Process.** PSSM may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the Market. PSSM may request services from Park City in addition to section 6.1 Basic City Services under this Agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City Services"). If such adjustments require Park City to provide services which exceed \$85,000 (as amended by the Fee Schedule), then the Parties may meet to attempt to negotiate an amendment to this Agreement to address

the payment of these additional costs. Any costs that exceed \$85,000 (as amended by the Fee Schedule) require approval by the City Council.

### **6.3 City Services Financials.**

1. Park City agrees to keep accurate books and records of expenditures related to City Services provided to the Market. Park City shall provide these City Services financials for the Council debrief annually due no later than one month after the final Market of the season. Park City shall notify PSSM of any fee schedule or operational changes that may impact fees associated with the Market. PSSM or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours.

2. All City Service Fees and City-related expenses must be included in the Supplemental Plan and provided to PSSM for review before Supplemental Plan approval. Any changes to the fees will also be reported in the Mid Season Review and End of Season Debrief. The City shall inform PSSM of any relevant proposed fee schedule amendments as part of the annual budget process. Any City Service Fee changes due to the change in scope of the event shall be reported at the Mid-Season Review and finalized at the End of Season Debrief.

**6.4 Event Survey.** PSSM shall conduct an annual, limited survey of festival attendees geared at measuring benefit to local community. Park City will have the right to provide input to said survey and methodology, and changes shall be mutually agreed upon by both parties according to Section A.1.2 with Supplemental Plans. PSSM will be responsible for any costs to complete this survey.

### **7. City Representative.**

**7.1 Event Representative.** Prior to and during the Use Periods, Park City shall designate at least one full-time employee to serve as its "City Representative" for the Market, who shall be the operational liaison between Park City and PSSM and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement; (b) ensure that, at PSSM's request, access to and street closure(s) (if applicable) of the Use Areas is provided to PSSM upon commencement of the Use Periods; (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this Agreement; and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to the Supplemental Plan. The City Representative shall generally be Special Events staff for the City, unless otherwise approved in advance by the City Manager, which such approval shall not be unreasonably withheld or delayed.

**7.2 Management Representative.** Park City shall also designate at least one Departmental Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The costs of providing the City Representative and the Management Representative to provide services under this Agreement shall be borne solely by Park City. The Management Representative shall, if requested by PSSM, assist PSSM with the formation of a logistics coordination team.

**7.3 Management Meetings.** The Event and Manager Representatives shall meet to review Market operations, the Supplemental Plan, and the terms of this Agreement. Any changes to this Agreement or Supplemental Plan shall be approved by City Council as outlined in Section 1.2.

## **8. Parking and Transportation.**

**8.1 Transportation Plans.** PSSM, in coordination with and approval from? Park City, shall develop and implement plans for traffic control around Main Street, as part of the Supplemental Plan to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking, road closings and any enhanced transit service to off-site shuttle lots and paid parking. Park City will modify and as necessary expand the public City Transit service, to be included in Park City's Basic City Services, to meet the increased public demand during the Market consistent with the purposes of the Agreement and the needs of the public, including patrons of the Market. The system will remain open to the public and will service the existing transit routes. The transportation plans contemplated by this section are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services.

**8.2 Cooperation in Main Street Closing.** Consistent with the requirements to develop plans to mitigate the negative impacts of traffic as part of the Supplemental Plans, the Parties agree to support and cooperate with one another when the Parties agree to close additional portions of Main Street for pedestrian use or programming expansion.

**8.3 Parking Areas.** Park City shall make available to PSSM for exclusive use for vendor/artist parking and operations of the Market the use of the upper and lower Sandridge parking lot. All parking between Heber Avenue and 9<sup>th</sup> will be removed to accommodate the operations of the event. The City and PSSM will work together to ensure that ADA parking is maintained or increased and parking for post office patrons is made available free of charge. All other City-owned parking areas are non-exclusive and open to the public and time restrictions or fees will apply. PSSM vendors are not permitted to park in residential neighborhoods or on Park Avenue. If future developments require that the City needs the aforementioned parking spaces, then the City and PSSM will meet to configure new parking areas to ensure the safe and successful operation of the Market.

## **D. PSSM SERVICES.**

**9. PSSM Obligations.** As consideration for the City support herein, PSSM agrees to the following:

### **9.1 Annual Review(s) – PSSM agrees to:**

- a. Approval of Supplemental Plan and review of specific annual operational plan according to Section A.1.2 of this Agreement.
- b. Debrief of Market - Is Market being operated consistently with the service contract and Council goals according to Section 2.5.10?
- c. Market Profit & Loss information and business plan made available to the City upon request. PSSM will have up to 10 business days to fulfill the request.
- d. Conduct a third-party survey regarding attendance and spending demographics. In the development of such survey, PSSM will work with the City to address outlined metrics for special event reporting, including attendance, change over total attendance and local (Wasatch Back) attendance, and annual survey sentiment regarding event support and City funding.

### **9.2 Demonstrated Measures of Success – The following performance measures will be considered as part of the annual Supplemental Plans:**

- a. Attendance – Average attendance targets shall be established and verified annually PSSM to monitor the growth of the event.
- b. Traffic impacts – Work with Park City to review and create an incentive program for attendees that take alternative modes of transportation. This will include the addition of a bike valet located in close proximity to the event. Work with Park City to track alternative forms of transportation to the event as an absolute number and a percentage of event attendees. PSSM and Park City will coordinate to lessen vehicle impacts and report on data trends including bike valet, transit ridership, parking counts and traffic counts annually.
- c. Reduced impacts to local business – PSSM shall present a variety of promotional opportunities for local businesses and HPCA members to participate in. PSSM will summarize efforts and participation in a report to the City at the annual review.
- d. Community support – PSSM shall report at the

annual review the year-round efforts to support the community at-large, non-profits, and Park City youth art programs.

- e. Environmental impacts – PSSM will work with Park City on the reduction of the Market's carbon footprint, which will include:
  - i. Identify a position that will be in charge of managing waste and for day-of contact and support.
  - ii. Create a consistent plan to report and track waste diversion rate for landfill waste, recycling, glass, and compost by pounds. Provide a plan to increase and report on the diversion rate annually compared to the previous two years.
  - iii. Recycling is required for all event areas. All trash cans must also have a recycling container.
  - iv. Create a plan to increase annually the use of reusable or recyclable event materials (banners, signage, brochures, etc.).
  - v. Eliminate single use plastic bags and use of Styrofoam. PSSM to require recyclable bags/packaging for all artists and vendors.
  - vi. Enforce No Idling policy for vendors, staff, and attendees. Include contact person who will oversee this enforcement.

**9.3 Park City, Main Street Venue.** Park City's Main Street shall be recognized as the headquarters of the Market each contracted year.

**9.4 Marketing and Public Relations; Press Releases and Promotional Materials.** PSSM shall include a reference to "Historic Main Street, Park City, Utah" in all press releases made and all promotional materials and shall cooperate where possible in releasing joint public statements with the City and the Historic Park City Alliance ("HPCA") promoting the City generally.

**9.4 Cooperation with Chamber Bureau and Business Associations.** PSSM and Park City Shall use best reasonable efforts to coordinate with the Park City Chamber Bureau, HPCA and Main Street merchants, and the Park City Restaurant Association, and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

## **E. FINANCIAL**

**10. Service Contract.** Subject to annual budget appropriation, Park City hereby agrees to make the following annual contributions to PSSM towards the cost of the Market

for the term of this Agreement.

**10.1** Park City agrees that this Agreement and all Park City's obligations and contributions shall be included in the City Manager's recommended budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council no later than June 30 of each year. If such budget is not approved prior to June 30, PSSM and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If funds cannot be secured by July 15, PSSM may at its option, terminate this Agreement without recourse or further claims by Park City. Should PSSM dissolve or file bankruptcy, PSSM may terminate this Agreement upon ninety (90) days prior written notice prior to that year's Market, without recourse or further claims by Park City.

**10.2** PSSM agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours. If the contributions have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. PSSM agrees to turn in all IRS forms, and Profit & Loss Statements, updated business plans, and other similar financial information as otherwise requested by the City by the first Friday in October of each year of this Agreement.

## **F. INSURANCE AND RISK MANAGEMENT.**

### **11. Indemnifications.**

**11.1 Indemnity.** Each party (each an "Indemnifying Party") shall indemnify and hold the other party and its affiliates, together with their respective agents, employees, officers, members, directors, trustees and other representatives (the "Indemnified Parties") 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 (collectively, the "Claims"), brought against the Indemnified Parties arising out of, in connection with, or incident to the Indemnifying Party's gross negligence or willful misconduct and/or the Indemnifying Party's defective performance or failure to perform any material aspect of this Agreement; provided, however, that if such Claims are caused by or result from the concurrent negligence of the parties, their agents, employees, and officers, this indemnity provision shall be valid and enforceable against a party only to the extent of the negligence of that party; and provided further, that nothing herein shall require either party to hold harmless or defend the other party, its agents, employees and/or officers from any Claims arising from the sole negligence of the other party, its agents, employees, and/or officers. PSSM expressly agrees that the indemnification provided herein constitutes PSSM'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 PSSM claims or recovers compensation from the City for a loss or injury that PSSM 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. Nothing herein shall waive any provision, defense, or limitation of the Utah Government Immunity Act.

**11.2 Waiver of Claims Against Park City.** Except as provided for in Section 11.1 above, PSSM shall not make any claim against Park City or its officers, employees and agents with respect to any liability incurred by PSSM to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, use of the Use Areas, or the Market.

**12. Insurance.** At its own cost and expense, PSSM shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by PSSM, its , respective agents, employees, officers, members, directors, trustees and other representatives for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to commencing any work, PSSM 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.

**12.1 Commercial General Liability Insurance.** PSSM shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including the City's own policies of insurance, for all claims against the City. 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 City PSSM must increase the policy limits to at least the amount of the 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).

**12.2 Liquor Liability Coverage.** PSSM shall maintain liquor liability coverage of \$1,000,000 per occurrence and \$2,000,000 in aggregate.

**12.3 Automobile Liability Coverage.** PSSM shall maintain automobile liability insurance with a combined single limit or not less than \$2,000,000 per accident for bodily injury and property damage arising out of 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.

**12.4 Workers' Compensation Insurance and Employer's Liability.** PSSM 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 PSSM, its respective agents, employees, officers, members, directors, trustees and other representatives.

**12.5 Hired Security.** PSSM shall require any hired security company to provide a policy of liability insurance and name PSSM and Park City as the named insured on the policy with limits set forth in Sections 12, 12.1, 12.2, 12.3, and 12.4.

**12.6 Umbrella/Excess Coverage.** The insurance limits required by this section 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.

**12.7 Insured Parties.** Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name the City (and its respective agents, employees, officers, members, directors, trustees, and other representatives) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of PSSM.

**12.8 Waiver of Subrogation.** PSSM waives all rights against the City 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 Agreement. PSSM shall cause each policy to be endorsed with a waiver of subrogation in favor of the City for all work performed by PSSM, City (and its respective agents, employees, officers, members, directors, trustees, and other representatives).

**12.9 Quality of Insurance Companies.** All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.

**12.10 Cancellation.** Should any of PSSM's required insurance policies under this Agreement be canceled before the termination or completion of this Agreement, PSSM must deliver notice to the City within 30 days of cancellation. The City may request and PSSM must provide within 10 days certified copies of any required policies during the term of this Agreement.



**12.11 Additional Coverage.** Notwithstanding anything to the contrary, if PSSM has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under PSSM's insurance policies.

**12.12 No representation.** In specifying minimum PSSM's insurance requirements, the City does not represent that such insurance is adequate to protect PSSM from loss, damage or liability arising from its work. PSSM is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

**12.13 Park City Liability.** Nothing herein shall waive any provision, defense, or limitation of the Utah Government Immunity Act.

**12.14** All requirements and obligations set forth in Sections 11 and 12 above shall apply to Supplemental Plans, Existing Supplemental Plans, and any amendments or addenda to this Agreement.

## **G. MISCELLANEOUS.**

**13. License for Use of PSSM Marks.** PSSM grants to Park City a license to use PSSM's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to PSSM approval and to restrictions prohibiting any commercial use of such marks.

**14. License of Park City of Utah Logo, Name and Marks.** Park City hereby grants PSSM a non-exclusive license to use for the effective term of this Agreement, any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of (i) the name "Park City", and any variations thereof; (ii) the names of any officials of Park City; and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the Market; (b) providing map and way finding information; and (c) advertising or promoting the Market; but specifically excluding the Park City Olympic logo and any license for the sale of any novelties or merchandise.

**15. Photography and Broadcast Rights.** PSSM shall have the non-exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. PSSM shall have the non-exclusive right to record, to

broadcast, and to permit media coverage of PSSM's activities in Park City with a film permit.

**16. Sponsorships.** PSSM shall have the exclusive right to sell sponsorships and suppliers of and other rights of affiliation with the Market and events staged or conducted by PSSM in the Use Areas.

**17. Representations and Warranties.**

**17.1 Representations and Warranties of PSSM.** PSSM hereby represents and warrants that (a) PSSM is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Utah; (b) PSSM has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; (c) the execution of this Agreement by PSSM and the performance by PSSM of its obligations hereunder have been duly authorized by all necessary corporate action; and (d) this Agreement has been duly executed and delivered by PSSM and is a valid and binding obligation of PSSM.

**17.2 Representations and Warranties of Park City.** Park City hereby represents and warrants to PSSM that (a) Park City validly exists, and is in good standing under the laws of the State of Utah; (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; and (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

**18. Unforeseen Circumstances.** Either Party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such party shall not be liable to the other for delay or failure to perform its obligations.

**19. Dispute Resolution.** The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and PSSM's Manager or other person designated by PSSM as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to Park City's Manager Representative and PSSM's Managing Director. Either Party may invoke such procedures by presenting to the other party a "Notice of Request for Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues

in dispute sought to be addressed hereunder. A conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either Party may require that the matter be referred for resolution to the City Manager of Park City and the Managing Director of the Market. A conference of the City Manager of Park City and the Managing Director shall be held within (2) two days, or if an emergency meeting is requested, within twelve (12) hours, after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the Managing Director are unable to resolve the dispute, then the Parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. Both Parties shall share the costs of such mediation equally. If the Parties are unable to agree on a mediator, then each Party shall select one (1) mediator and the two mediators shall select a third mediator. Each Party shall bear the cost of the mediator chosen and the Parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the Parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

## **20. Other Miscellaneous Terms.**

**20.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Utah, without reference to principles governing choice or conflicts of laws.

**20.2 Severability.** If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

**20.3 Assignment and Delegation.** Neither party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs, and assigns.

**20.4 Waiver.** No action taken by either party shall be deemed to constitute a waiver of compliance by such party with any representation, warranty or covenant

contained in this Agreement. Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such party of any subsequent breach.

**20.5 Headings.** The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

**20.6 Consent.** Unless otherwise specifically noted herein, the consent of any party to any action may be made in such party's sole discretion. All consents or approvals hereunder shall be given without delay by either party.

**20.7 Entire Agreement.** This agreement, together with any attached exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms, or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein.

**20.8 No Third-Party Beneficiaries.** This Agreement is intended for the sole benefit of Park City and PSSM and there are no third-party beneficiaries to this Agreement.

**20.9 Notice.** Unless otherwise specified herein, all Notices, requests, consents, and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "Notice" or "Notices") shall be given to or made upon the Parties at their respective addresses set forth below, or at such other address as a party may designate in writing via email delivered to the other parties.

**If to Park City:**

Special Event Manager  
Park City Municipal Corporation  
P.O. Box 1480  
445 Marsac Avenue  
Park City, UT 84060-1480  
Tel 435-615-5188  
[jenny.diersen@parkcity.org](mailto:jenny.diersen@parkcity.org)

**With copies to:**

City Attorney  
Park City Municipal Corporation  
P.O. Box 1480  
445 Marsac Avenue  
Park City, UT 84060-1480

**If to PSSM:**

Kate McChesney  
Executive Director  
P.O. Box 684229  
Park City, UT 84068  
Tel. 435.714.4036  
[kate@parksillysundaymarket.com](mailto:kate@parksillysundaymarket.com)

**20.10 Reserved Police Power.** The City expressly reserves, and PSSM expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

**20.11 Nondiscrimination.** The City is an equal opportunity employer.

In the performance of this Agreement, PSSM will not discriminate against any employee or applicant for employment on the grounds of race, religion, color, national origin, sex, pregnancy, childbirth, pregnancy-related conditions, marital status, age, if the individual is 40 years of age or older; sexual orientation, gender identity, genetic information, military status, disability or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. PSSM 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.

PSSM will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, religion, color, national origin, sex, pregnancy, childbirth, pregnancy-related conditions, marital status, age, if the individual is 40 years of age or older; sexual orientation, gender identity, genetic information, military status, disability or the presence of any sensory, mental or physical handicap.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

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

By: *Nann Worel*  
NANN WOREL, Mayor

Approved as to Form:

*Margaret Plane*  
Margaret Plane, City Attorney

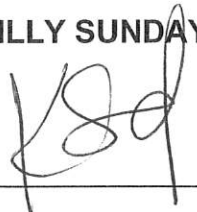
Attest:

*Michelle Kolby*  
City Recorder



**PARK SILLY SUNDAY MARKET**, a Utah non-profit corporation

By: \_\_\_\_\_



Kate McChesney, Executive Director

STATE OF UTAH            )

COUNTY OF SUMMIT    )

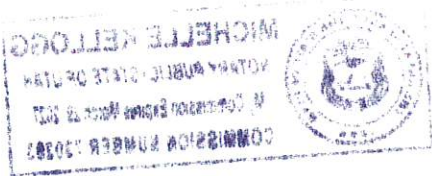
On this 25<sup>th</sup> day of March, 2024, Kate McChesney personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the Executive Director of the Park Silly Sunday Market, a Utah non-profit corporation, and that said the document was signed by her on behalf of the said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and she acknowledged to me that she executed the Special Event City Services Agreement.

Michelle Kellogg

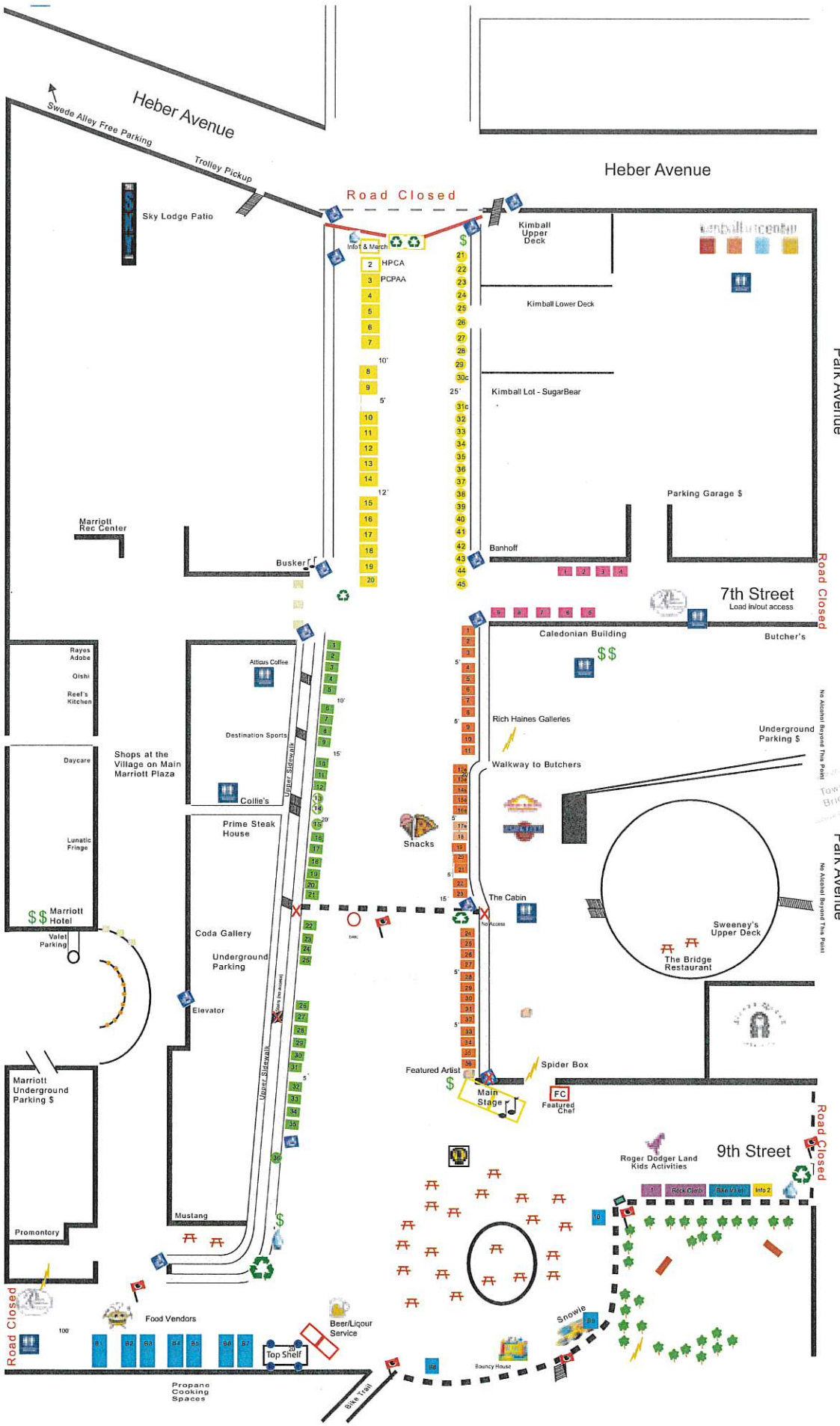
Notary Public



EXHIBIT A – PSSM USE AREAS (2024)











PARKSIL-01

RHESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2023

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.

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.

PRODUCER: Robert Hess and Company, Inc. CONTACT NAME: Robert Hess. PHONE: (415) 435-3775. FAX: (415) 435-9126. E-MAIL ADDRESS: clientcare@robhessco.com. APPROVED. INSURER(S) AFFORDING COVERAGE: Markel American Ins. Co. (38970), National Casualty Company (11991).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Sundays 2023. Park City Municipal Corporation is hereby named as an Additional Insured.

CERTIFICATE HOLDER: Park City Municipal Corporation. CANCELLATION: 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: Robert C. Hess.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/23/2023

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 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	<b>APPROVED</b>	<b>CONTACT NAME:</b> KATHALINA CORREDOR			
		<b>PHONE (A/C, No, Ext):</b> (800) 446-2667	<b>FAX (A/C, No):</b>		
		<b>E-MAIL ADDRESS:</b> CUSTOMERSERVICE@WCF.COM			
		<b>INSURER(S) AFFORDING COVERAGE</b>			
		<b>INSURER A:</b> WCF MUTUAL INSURANCE COMPANY	<b>NAIC #</b> 10033		
		<b>INSURER B:</b>			
<b>INSURED</b> PARK SILLY SUNDAY MARKET PO Box 684229 Park City UT 84068-4229		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> 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 Y	N/A	Y	3065169	04/22/2023	04/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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. THE SPECIFIC WAIVER OF SUBROGATION APPLIES ONLY TO THE CERTIFICATE HOLDER OF THIS CERTIFICATE. A WAIVER OF SUBROGATION ENDORSEMENT IS IN PLACE FOR THE PARK SILLY SUNDAY MARKET LOCATED ON MAIN STREET IN PARK CITY UTAH

<b>CERTIFICATE HOLDER</b> PARK CITY MUNICIPAL MARSAC AVENUE 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: right;"><i>MS</i></div>
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