

**PARK CITY MUNICIPAL CORPORATION  
FACILITY LICENSE AGREEMENT  
BEAR BENCH WALKWAY & GALLERIA PARKING LOT  
526 SWEDE ALLEY, PARK CITY, UTAH 84060**

Summit County, State of Utah

THIS AGREEMENT, (hereinafter “Agreement” or “License”), dated the 17<sup>th</sup> day of January, 2024, is by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter “City” or “Licensor”), and **DOORDASH, INC.**, a Delaware corporation, (hereinafter “Licensee”), whose street address is 303 Second Street, San Francisco, California, 94107.

**WITNESSETH:**

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the facility described in Paragraph D below (hereinafter “Facility”), subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purposes listed below.

C. **License Period.** This License is granted for the uses and time periods specified below, and as set forth in **Exhibit A - Master Festival License and City Services Agreement** and the 2024 City Property Use Matrix (“Matrix”) from January 16, 2024, through January 21, 2024, from 10 a.m. to 5:00 p.m. daily for the Bear Bench Walkway and Galleria Parking Lot. Licensee will have until January 30, 2024, to complete any and all repairs and touch-ups at Bear Bench Walkway and Galleria Parking Lot. In the event of a conflict, the terms of **Exhibit A** shall control. **Exhibit B** outlines a sitemap and operation of the activity.

- i. Bear Bench Walkway and Galleria Parking Lot  
Tuesday, 1/16/24 – Tuesday, 1/21/24  
Event will be 10:00 a.m. to 5:00 p.m.; set up and breakdown may occur outside of these times as defined in Exhibit B.

D. **Facilities Licensed.**

**AREA:** Bear Bench Walkway and Galleria Parking Lot **USE:** Sponsor Activation –  
Sundance Film Festival – Door Dash  
Giveaways

E. **Fees.** Fees are \$60/per parking space/per day (10 spaces) from 1/16/24 to 1/21/24 pursuant to the City’s Fee Schedule, for a total of **ONE THOUSAND EIGHT HUNDRED DOLLARS**

**(\$1,800.00).** The Licensee shall remit to City a refundable damage deposit of **FIVE HUNDRED DOLLARS (\$500.00)** as security for any damage to the Facility arising from or connected to the Licensee's use of the Facility pursuant to this License.

F. **Payment Terms.** The damage deposit and fees totaling **TWO THOUSAND THREE HUNDRED DOLLARS (\$2,300.00)**, shall become due and payable upon the execution of this Agreement. The damage deposit shall be refunded to Licensee in full upon a determination by the City that no damage was incurred to the Facility as a result of this License.

**If monies are not paid on or before the due date specified in the Agreement and a copy of the Certificate of Insurance is not received prior to the event, the Agreement is subject to immediate cancellation by the City Manager or his designee without further notice and the deposits heretofore collected will be retained as liquidated damages.**

G. **Insurance and Indemnity.** The Licensee shall indemnify and hold the Licensor 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 Licensor arising out of, in connection with, or incident to the execution of this Agreement and/or the Licensee's use of the facility/area 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 Licensor, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee; and provided further, that nothing herein shall require the Licensee to hold harmless or defend the Licensor, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Licensee expressly agrees that the indemnification provided herein constitutes the Licensee'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 Licensee claims or recovers compensation from the Licensor for a loss or injury that Licensee would be obligated to indemnify the Licensor 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.

At its own cost and expense, the Licensee 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 the Licensee, its agents, representatives, employees, or subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to commencing any work, the Licensee 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.

- i. Commercial General Liability Insurance. The Licensee shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including Licensor's own policies of insurance, for all claims against Licensor. 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 Licensor, the Licensee 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).

- ii. Automobile Liability Coverage. The Licensee shall maintain automobile liability insurance with a combined single limit of not 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. Workers' Compensation Insurance and Employer's Liability. The Licensee 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 Licensee, its employees, agents, and Subcontractors.
- iv. 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.
- v. Insured Parties. Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name Licensor (and its officers, agents, and employees) 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 the Licensee.
- vi. Waiver of Subrogation. The Licensee waives all rights against Licensor 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. The Licensee shall cause each policy to be endorsed with a waiver of subrogation in favor of Licensor for all work performed by the Licensee, its employees, agents, and Subcontractors.
- vii. 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.

- viii. Cancellation. Should any of the Licensee's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, The Licensee must deliver notice to Licensor within 30 days of cancellation. Licensor may request and the Licensee must provide within 10 days certified copies of any required policies during the term of this Agreement.
- ix. Additional Coverage. Notwithstanding anything to the contrary, if the Licensee 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 the Licensee's insurance policies.
- x. No representation. In specifying minimum Licensee insurance requirements, Licensor does not represent that such insurance is adequate to protect the Licensee from loss, damage or liability arising from its work. The Licensee is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

H. **Anti-Discrimination**. In the performance of this License, Licensee 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 of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status and incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

I. **No City Liability**. Except where caused by City's negligence, City 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 of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the Facility.

J. **Snow and waste removal**. The City shall remove the Bear Bench Walkway and Galleria Lot of snow and ice before the Licensee controls the Facility. Once the Licensee controls the Facility, the Licensee shall be responsible for clearing snow, ice and debris from the Facility, tents, vehicles, and any other temporary structures. All reasonable efforts will be made to keep the area clear of snow and ice for the remainder of the Festival and use period as reflected in this Agreement. Licensee also accepts responsibility for the removal of any and all vehicles parked in areas other than the designated surface parking lot.

K. **Attendance control**. Licensee will be responsible for ensuring that the occupancy limit does not exceed the capacity set by the City Building inspectors for use areas. Licensee will be

responsible for monitoring the entrances to the Facility and will ensure that entrances are staffed during operating hours.

L. **Amendments.** This Agreement cannot be altered except by written instrument, signed by both parties.

M. **Sales/Business License.** The Licensee agrees to obtain any required permits, business licenses or liquor licenses that may be required for the event.

N. **City Use.** Licensee acknowledges Bear Bench Walkway and Galleria Parking Lot is leased non-exclusively to Licensee; however, the Licensee will not disrupt surrounding businesses and residents during the License period beginning Tuesday, January 16, 2024, through Saturday, January 21, 2024. **Licensee acknowledges it has non-exclusive use of the Bear Bench Walkway and Galleria Parking Lot.**

O. **Master Festival License.** The Licensee is subject to Park City Municipal Code 4A Special Events, as well as the Master Festival License and annual supplemental plans as approved on December 14, 2023, and City Services Agreement 2013 Amended and Restated, dated 10/30/13 as amended, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

P. **Notice.** Written notices under this Agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation  
Special Events Department  
P.O. Box 1480  
Park City, Utah 84060

If to Licensee: Doordash, Inc.  
303 Second Street  
San Francisco, California 94017

Q. **Applicable Laws.** Licensee shall obey all laws, ordinances, and regulations regarding use and occupancy of the Facility.

R. **Revocation.** If City determines that Licensee has breached the terms of this Agreement or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If monies are not paid on or before the due date specified in the Agreement and a copy of the Certificate of Insurance is not received prior to the event, the Agreement is subject to immediate cancellation by the City Manager or his designee without further notice and the deposits heretofore collected will be retained as liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

S. **Counterparts.** This License may be executed in counterparts, each of which deemed an original and all of which together will count as one and the same instrument.

T. **Electronic Signatures.** Each party agrees that the signature of the parties included in this License, whether affixed on an original document manually or later electronically transmitted or whether affixed by electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and create legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 16 of January, 2024.

**LICENSEE:**

**DOORDASH, INC.**, a California corporation  
303 Second Street  
San Francisco, California 94017

DocuSigned by:

By: Andrea Cardarelli

Name Printed: \_\_\_\_\_

Andrea Cardarelli

Title: Andrea Cardarelli

**LICENSOR:**  
**PARK CITY MUNICIPAL CORPORATION,**  
a Utah municipal corporation  
Post Office Box 1480  
Park City, UT 84060

DocuSigned by:  
*Matt Dias*  
\_\_\_\_\_  
Matt Dias, City Manager

Approved as to Form:

DocuSigned by:  
*Mark Harrington*  
\_\_\_\_\_  
Mark Harrington, City Attorney's Office

**EXHIBIT "A"**

Sundance Film Festival Master Festival License and City Services Agreement

<https://www.parkcity.org/home/showpublisheddocument/69410/637412157810770000>

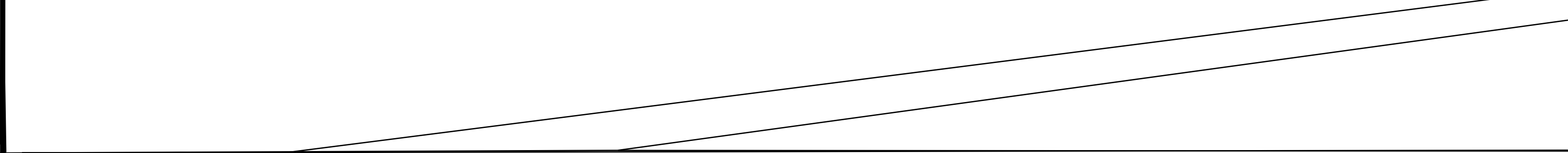
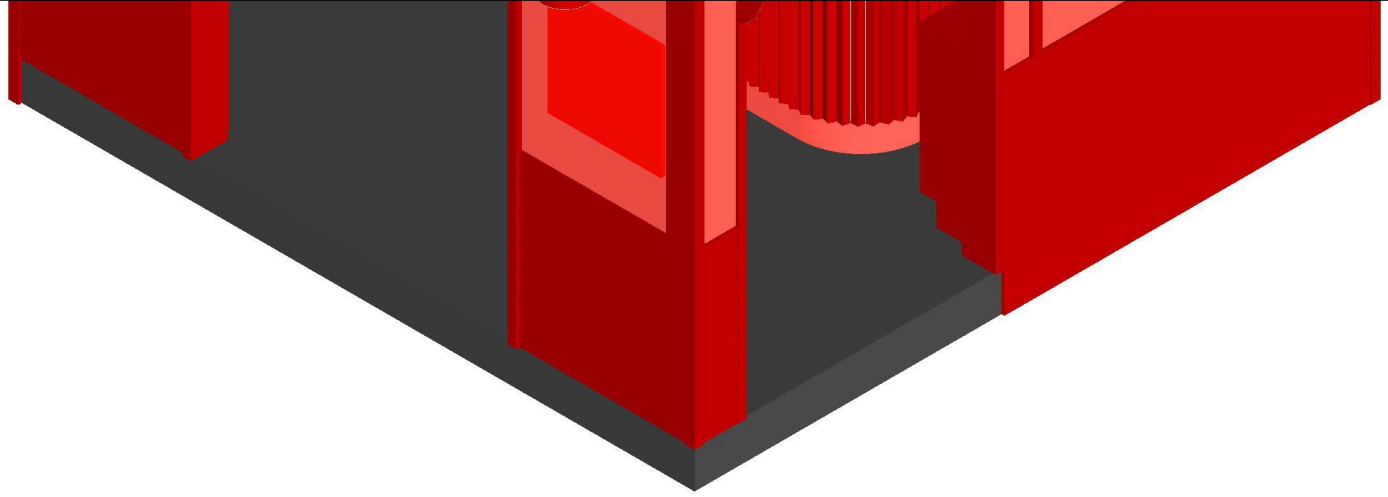
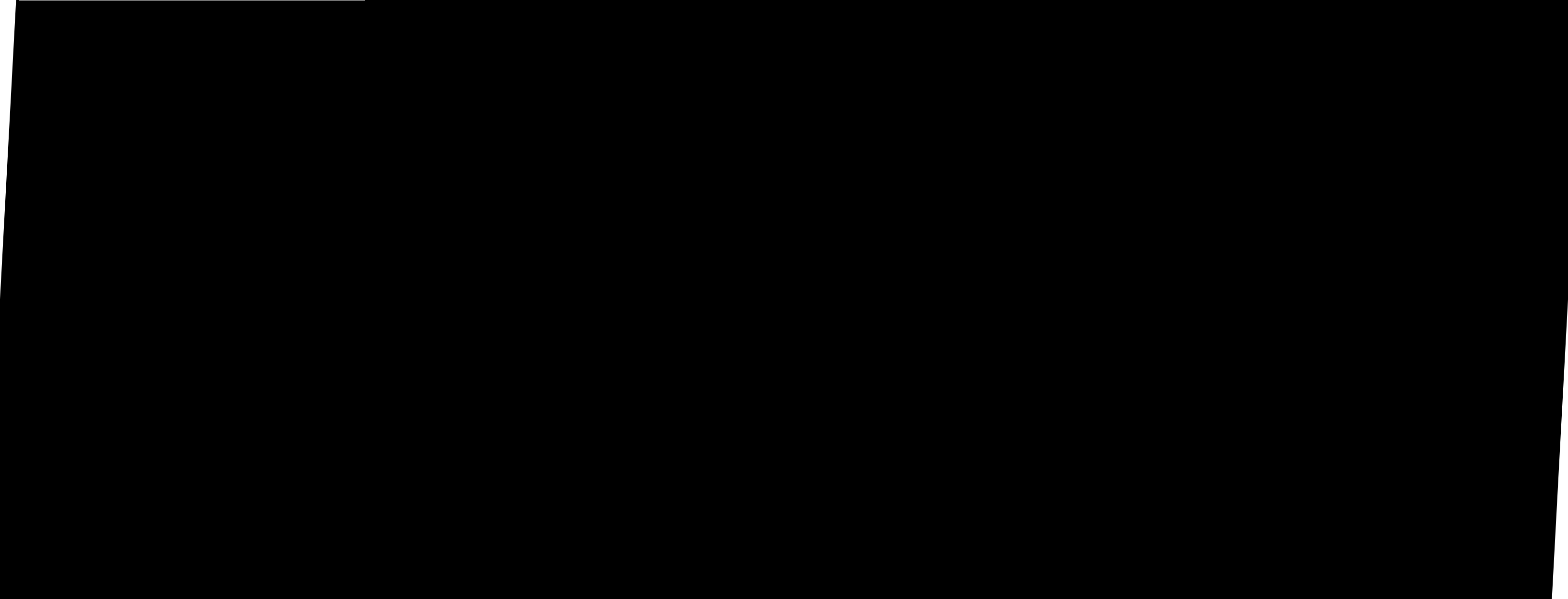


**EXHIBIT "B"**

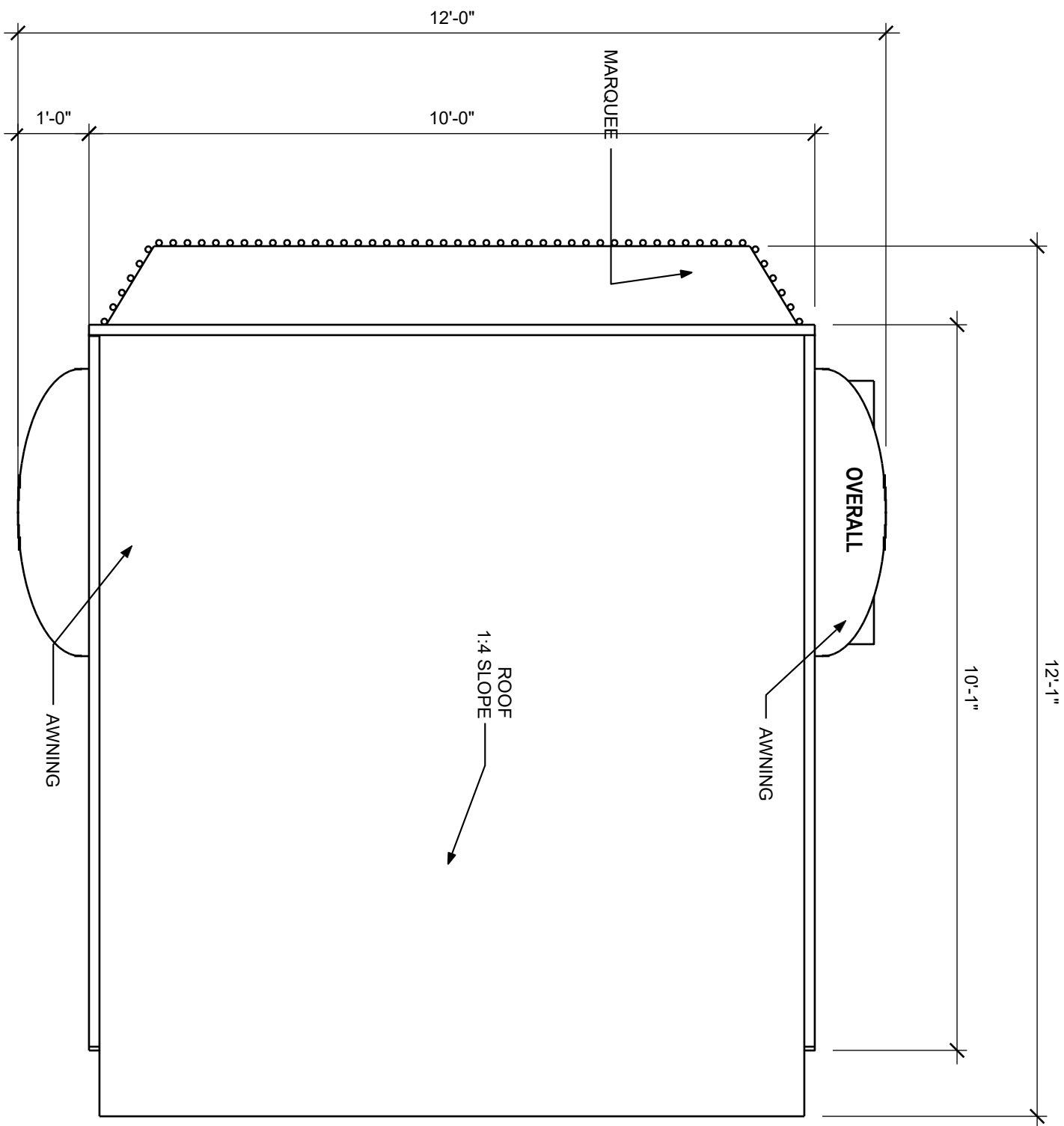
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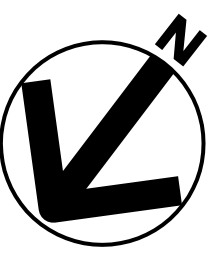
**SITE PLAN**



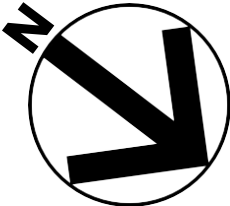
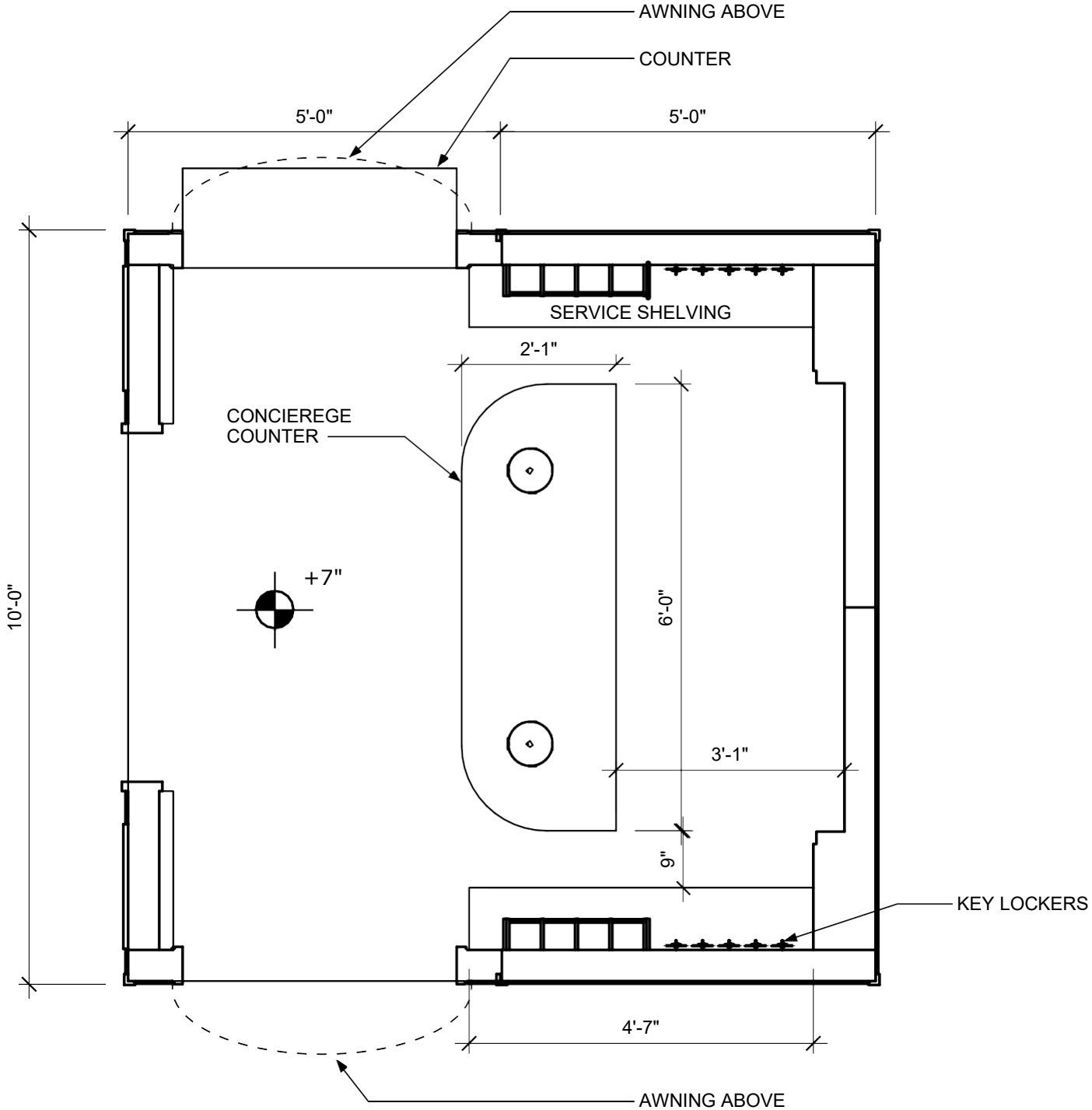




**ROOF PLAN**



# FLOOR PLAN



# Wavemaker

## DoorDash Experiential Site & Operations Plan for Sundance Film Festival

### 1. Overview:

- **Event:** DoorDash Door to More Concierge
- **Location:** Bear Walkway
- **Dates:** Open to public 1/18/2024 – 1/21/2024
- **Objective:** Create a experiential footprint to position DoorDash as attendees solution to get everything they need to have the best festival experience possible

### 2. On-Site Contacts:

- Madison House:
  - Ian Greenberg: 973-610-1236
- Wavemaker:
  - Maggie Jones: 631-617-4158
  - Lucas Vaughan: 716-828-5395

### 3. Load-In Plan:

- Tuesday 1/16 26' truck arrives at 8 am and will clear out the truck before 12 pm to install - 26' truck will the take the spaces in the Galleria lot for load-in to reduce any conflict with the Compactor Room.
- Truck moves before 12 pm and install continues up to 7 pm
- Trailer suv/van will potentially remain in parking space and not move (unless necessary or parking permits are not approved)
- 7 pm stanchions are put around the structure
- Security begins at 7 pm 1/16 and stays until 8 am on 1/17 the next morning
- 6 am truck arrives continues install process
- 12 pm 26' truck leavesspace
- Install continues until 7:30 pm to prep for activation
- 7:30 pm stanchions are placed around the structure and security arrives.
- Final Fire Inspection at 7pm on 1/17
- Security stays till 8:30 am on 1/18

### 4. Hours of Operation:

- Dates of Operation: 1/18/2024 – 1/21/2024
- Hours of Operation: 10:00 AM – 4:00 PM MST

### 5. Brand Ambassador Hours:

- Six brand ambassadors at the footprint
- 2 BAs behind counter
- 2-3 BA's for the line control and engaging with consumers who have questions
- 1 BA by the hot chocolate station
- Brand ambassador hours 9:30 am - 4 pm
- Brand Ambassadors will arrive at 9:30 AM MST to allow for preparation and training before doors open to the public

### 6. Line Management:

- Brand ambassadors will be positioned within the entrance to manage line and to direct any wrap around to stay organized and out of the flow of foot traffic.
- Consumer time within the footprint should be quick, and we will attach a consumer flow with this document for your reference.

### 7. Technology Integration:

- Set up any necessary technology, such as tablets for interactive experiences or promotional sign-ups.
- Test all equipment and ensure a reliable internet connection.
- Provide adequate training for staff on technology usage.

### 8. Security:

- Madison House employee to be on location until 6 pm and security on site each evening 6 pm -9:30 am

### 9. Post-Event Load Out:

- Load out begins at 06:00PM on 1/21 after Hulu moves out
- Truck to use Galleria lot for load out





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/00/YYYY)  
01/12/2024

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).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO CA 94111  CNI 1523339GAWU-23-24	CONTACT NAME: Trevor Smith PHONE: (415) 2183202 IA/C No Fxt: <span style="float: right;">r.e. Not:</span> E-MAIL ADDRESS: trevor.smith@mash.com  INSURER(S) AFFORDING COVERAGE: _____ NAIC#: _____ INSURER A : Apollo Syndicate Management Ltd INSURER e : Crum & Forster Specialty Insurance Co 44520 INSURER c : Zurich American Insurance Company 16535 INSURER o : American Zurich Insurance Company 40142 INSURER E : N/A N/A INSURER F: _____
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APPROVED

**COVERAGES**                      **CERTIFICATE NUMBER:** SEA-003989673-03                      **REVISION NUMBER:** 4

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	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability \$2M common cause/ \$2M agg GEN'L AGGREGATE LIMIT APPLIES PER x7 POLICY 1 PRO [X] LOC OTHER	B0509BOWCN2351771 Self Insured Retention (SIR) \$25,000	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 ME O EXP (Anyone person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000 Per Loc/Agg \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE	CPA-106595	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per id limit) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE	B0509B0 WCN2251270	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 0 N/A (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	WC 1863782 01(MA,WI,NE) WC 1815389 01(AOS)	07/16/2023 07/16/2023	07/16/2024 07/16/2024	<input checked="" type="checkbox"/> J f TUTE 1 OTHER EL EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS:** LOCAL ADS/ VEHICLES (ACORD 101, Additional Remarks Schedule, maybe attached if more space is required)  
 RE: The Sundance Film Festival 1/16 - 1/24.

PARK CITY MUNICIPAL CORPORATION (and its officers, agents and employees) included as additional insured where required by written contract with respect to General Liability and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of Subrogation is applicable where required by written contract and subject to policy terms and conditions with respect to Workers Compensation.

<b>CERTIFICATE HOLDER</b>  Park City Municipal Corporation 445 Marsac Avenue PO 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  <div style="text-align: right; font-size: 24px; font-weight: bold;">k 4 &amp; 1 ff 4 Setwtaa</div>
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