

STREET DINING ON MAIN OUTDOOR DINING LEASE 2024

This Street Dining on Main Outdoor Dining Lease 2024 (“Lease”) is by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (the “City”, “Park City”, or “Landlord”) and **PARK RESTAURANT HOLDINGS LLC**, a Nevada limited liability company, **DBA FLANAGAN’S ON MAIN** (the “Tenant”) located at 438 Main Street, Park City, Utah.

WHEREAS, the City wishes to enable opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities; and

WHEREAS, the City’s goals include the establishment of new and creative opportunities to facilitate the Main Street experience for residents and visitors alike during the shoulder and summer seasons; and

WHEREAS, the City’s goals include the preservation and enhancement of Park City’s character regarding Old Town and the desire to strengthen the pedestrian experience along Main Street; and

WHEREAS, the City recognizes the desire of many visitors and residents to dine outdoors along historic Main Street; and

WHEREAS, the City’s General Plan recommends utilizing street design techniques to encourage slower traffic speeds and a more intimate pedestrian-oriented scale; and

WHEREAS, the City completed a Public Benefit Analysis in April of 2024, a copy of which is available at the Special Events Office (“Public Benefit Analysis”);

WHEREAS, the City’s goals include maintaining and furthering the resort community’s economic opportunities, as well as enhancing the economic viability of Park City’s Main Street Business District.

NOW, THEREFORE, the parties agree as follows:

1. **PROPERTY.** The property affected by this Lease is generally described as the street area and sidewalk directly fronting Tenant’s building located at 438 Main Street, which has a length of 24.8 feet (1.24 parking spaces), and more specifically described in site plan **Exhibit A**, attached hereto and incorporated herein by this reference, (the “Premises”). The length of the outdoor dining deck per restaurant may not exceed forty feet (40’).
2. **RENT.** Annual rent for the use of the street for the deck is waived per the Public Benefit Analysis completed in April 25, 2024. Tenant shall be solely responsible

for payment of any and all costs associated with Tenant's performance under this Lease, including but not limited to additional business licensing fees, insurance, sales taxes and other expenses.

3. **TERM.** Unless otherwise delayed, suspended, or terminated by Summit County health order(s), the term of this Lease shall commence on May 6, 2024, and shall terminate on October 30, 2024 ("Term") unless terminated earlier as provided herein. Additional term restrictions are attached hereto and incorporated herein by this reference in **Exhibit B** (Street Dining Operational Restrictions). This Lease may be terminated by Park City upon a finding of non-compliance of this Lease or the attached operational restrictions. Failure to remove the deck by October 30, 2024 will result in loss of eligibility for the following year. The use of the Premises shall not conflict with any previously existing Special Event Permit recipients on Main Street.
4. **MAIN STREET IMPROVEMENTS.** If at any time the street dining deck needs to be removed due to construction related to Main Street improvements, the City will give each affected street dining business owner a minimum of twenty four-(24) hours to have their decks removed, unless there is an emergency project which then the business owner should remove the deck as soon as possible. The City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue.
5. **USE OF PREMISES.** Tenant may use the Premises only for outdoor dining services in a manner consistent with applicable Summit County health orders, Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Lease. As a condition of this Lease, Tenant shall comply with the operational restrictions set forth in Exhibit B. Park City makes no representations regarding the Premises and Tenant accepts the Premises "AS IS."
6. **IMPROVEMENTS TO THE PREMISES.** Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Lease. No permanent alterations to the City's property are permitted.
7. **SIGNS.** No signs shall be permitted on the Premises except as specifically approved by the Park City Municipal Corporation Planning Department pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.
8. **INSURANCE.** At its own cost and expense, Tenant 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 use and occupancy of the Premises by Tenant, its agents, representatives, employees, or contractors for the entire duration of this Lease or for such longer period of time as set forth below. Prior to taking possession of the Premises, 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. Commercial General Liability Insurance. Tenant shall maintain commercial general liability insurance 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 Landlord. The policy must be written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 aggregate for personal injury and property damage. Upon request of Landlord, Tenant 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).
- b. 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.
- c. Insured Parties. Each policy and all renewals or replacements must name the Landlord (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of or related to the use and occupancy of the Premises by Tenant.
- d. Waiver of Subrogation. Tenant waives all rights against 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 Lease. Tenant shall cause each policy to be endorsed with a waiver of subrogation in favor of Landlord for claims arising out of or related to the use and occupancy of the Premises by Tenant, including claims by Tenant, its employees, agents, and contractors.
- e. 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.

- f. Cancellation. Should any of Tenant's required insurance policies under this Lease be cancelled before the termination or expiration of this Lease, Tenant must deliver notice to Landlord within 30 days of cancellation. Landlord may request and Tenant must provide within 10 days certified copies of any required policies during the term of this Lease.
 - g. Additional Coverage. Notwithstanding anything to the contrary, if Tenant 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 Lease, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Lease and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Lease. The parties expressly intend that the provisions in this Lease will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under Tenant's insurance policies.
 - h. No representation. In specifying minimum Tenant's insurance requirements, Landlord does not represent that such insurance is adequate to protect Tenant from loss, damage or liability arising from the use and occupancy of the Premises. Tenant is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.
9. **HOLD HARMLESS**. Tenant shall defend, indemnify, and hold Park City harmless from all claims, loss, damage, injury or liability (hereafter "Liability") arising out of or resulting from Tenant's use and occupancy of the Premises to the full extent permitted by law and/or the Governmental Immunity Act of Utah, including reasonable attorney's fees, but excluding any liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101 et seq., as amended). The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act of Utah. In case of an emergency including but not limited to a flood, storm drain, or utility, the structure may be removed or damaged by response teams at the cost of the Tenant. Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs), statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during

the Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any negligence or intentional torts of Landlord.

- 10. ASSIGNABILITY. Tenant shall not assign or transfer any interest in this Lease without the prior written consent of Park City. Any assignment or transfer without written approval is void.
- 11. PROFESSIONAL PERFORMANCE. Tenant agrees to perform services under this Lease at the highest professional standards, and to the satisfaction of Park City.
- 12. APPLICABLE LAW. This Lease shall be governed by the laws of the state of Utah.
- 13. ENTIRE AGREEMENT. This Lease constitutes the entire and only agreement between the parties and it cannot be altered or amended except by written instrument, signed by both parties.

Each party is signing this Lease on the date stated opposite that party's signature.

Tenant:
PARK RESTAURANT HOLDINGS LLC, a Nevada limited liability company,
dba FLANAGAN'S ON MAIN

DocuSigned by:
 By: Ivonne Timar
 Name Printed:
 Ivonne Timar
 Title: General Manager

Date: 05.06.24

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

DocuSigned by:
By: Tana Daly
Mayor Pro Tem

Date: May 8, 2024

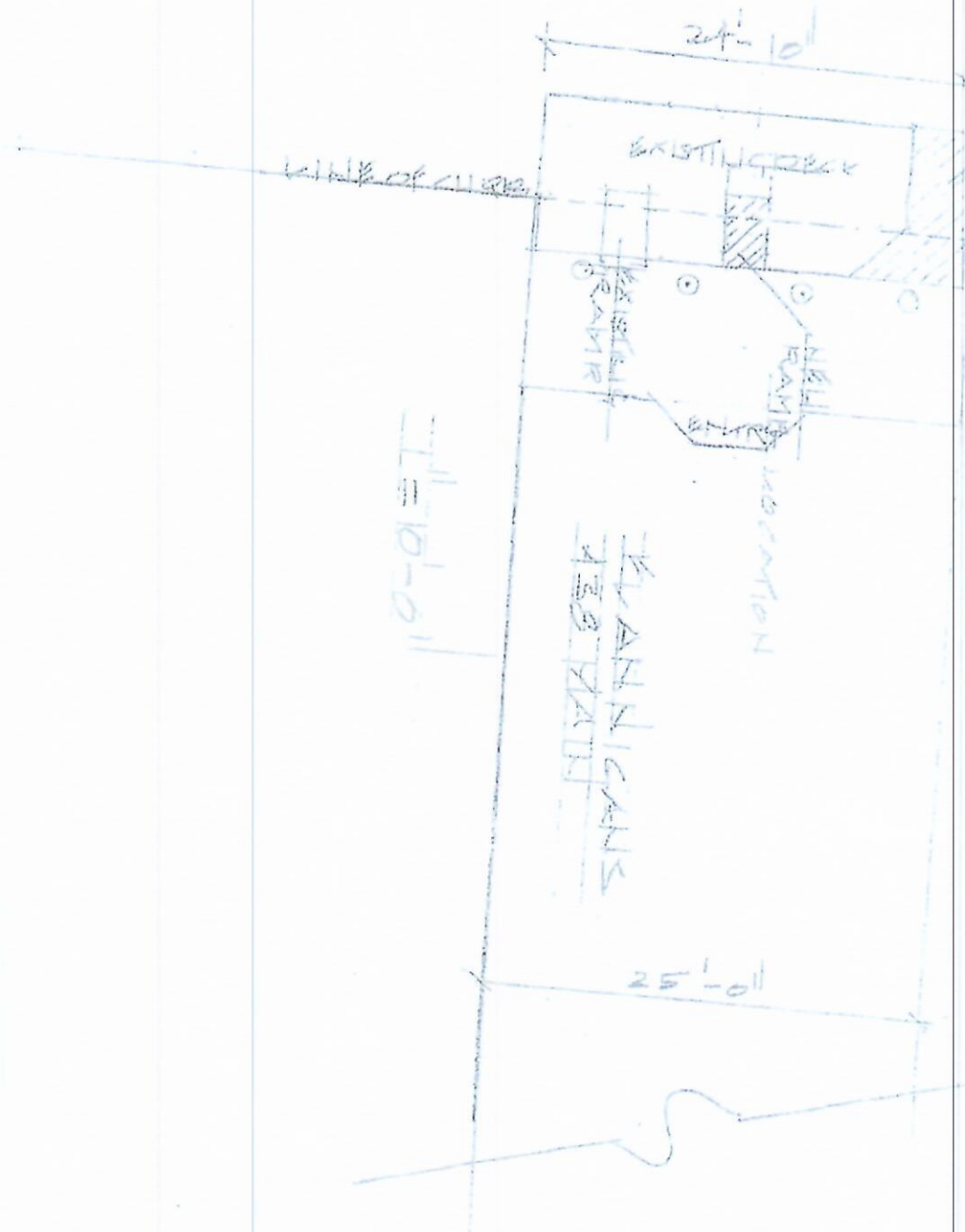
Attest:

Approved as to form:

DocuSigned by:
Michelle Kellogg
Michelle Kellogg, City Recorder

DocuSigned by:
Mark Harrington
City Attorney's Office

MAIN STREET



110'-0"
 24'-10"
 25'-0"
 110'-0"



FOR JOHN KENNEDY
AT: 438 MAIN ST,
B4, DON BLOXOM 435-901-1000

Exhibit B – Street Dining Operational Restrictions

Street dining may be allowed by the Planning Department upon issuance of an Outdoor Dining Administrative Conditional Use Permit. Street dining is permitted beginning as early as April 29, and shall terminate on October 30th of each year. A total of twelve (12) street dining decks may be accommodated on Main Street based on the layout of the proposed decks. The Applicant must submit an application, pay an application fee, and provide all required materials and plans. Ongoing monitoring will be provided to ensure compliance with these parameters. The Administrative Conditional Use Permit or the Lease may be revoked for failure to comply with these restrictions.

Required Submittals:

- Dining Site Plan – This plan shall be to scale and indicate: the Applicant's building as it relates to the exact proximity of the street dining deck. The plan shall include accurate locations of proposed chairs, tables, umbrellas, planters, and any other existing public improvements (light fixtures, fire department connections, parking meters, etc.).
- Details/specifications sheets – Shall be submitted for each piece of equipment proposed with the street dining is application. This will include all tables, chairs, umbrellas, etc.

Design Standards:

1. Size. Street dining area shall be limited to the linear frontage a building has on Main Street and shall not exceed nine feet (9') in width. The encroachment of the proposed decks into street will not exceed seven feet, nine inches (7'-9") in width from the curb, as the encroachment of the proposed decks into the sidewalk will not exceed one foot three inches (1'-3"), unless approved by City Council. With the written permission of the adjacent property owner submitted to the City, they may extend into the neighbor's street frontage. Forty-four inches (44") of clear sidewalk width shall be available at all times where the street dining deck is constructed. Each outdoor dining deck shall not exceed forty feet (40') in length.
2. Location/Proximity/Spacing. The City reserves the right to reject an application for an outdoor dining deck:
 - If the proposed deck is too close to a previously existing deck and would eliminate needed parallel parking along Main Street thus creating a concentrated parking issue.
 - If the proposed deck is for a restaurant that does not have direct access at street level.
 - If the proposed deck is for a business with existing outdoor dining space and the expansion of such is deemed excessive.

- If the proposed deck creates too much private use of the public right-of-way that may be deemed detrimental to the health, safety, and welfare of the area.
 - The Building, Planning, and Engineering Departments will review the location, proximity, and spacing of each street dining deck as well as impacts of traffic and public safety concerns. A recommendation will be given to the City Council for final review and approval.
3. Hours of Operation. The street dining decks shall be utilized for street dining and shall serve two (2) meal services seven (7) days a week for the duration that the decks are in the Right of Way. Should a restaurant not be able to serve two meal services, they may partner with another restaurant or café to use the space during at least one of the meal service times. The partner restaurant must also enter into a Lease with the City. The restaurants shall collaborate to keep the area clean.
 4. Material. Street dining decks may be built of wood or metal platforms and shall have a solid base. The design of the base shall complement the style of the building. The railing shall be painted solid to also complement the building. While outdoor dining deck is not subject to a complete Historic District Design Review (HDDR), the guidelines are applicable to the project.
 5. Height. The maximum height of the deck shall not exceed thirty-six inches (36") measured from existing grade to the base/floor of the deck at any given point. The layout of the deck may include a step to meet the maximum height allowed.
 6. Advertising. Additional signing or advertising beyond what is allowed by the Park City Sign Code is prohibited.
 7. Furniture. All tables and chairs shall be metal, wood, or other comparable material. Plastic furniture shall not be allowed. All furniture must be approved by the Planning Department per the historic district design review.
 8. Umbrellas. Umbrellas must be free standing and are prohibited from extending beyond the dining area. Any umbrellas shall be affixed permanently to the deck as required by the International Building Code requirements (including fire standards) and shall not create any public hazard.
 9. Lighting. No additional electric lighting is permitted, including exterior building lighting.
 10. Planters. Any proposed landscaping or atmosphere pieces shall be reviewed at the time of initial application and shall not create any public hazard or unnecessary clutter. All plant material must be maintained in a manner that ensures their viability throughout the summer outdoor dining season.
 11. Use. The use of the Premises shall not conflict with any previously existing Special Events on Main Street.
 12. Licensing. The additional square footage of the dining area must be added to

the existing licensed area for the restaurant. The Tenant shall also adhere to other applicable City and State licensing ordinances, including the Department of Alcoholic Beverage Services. It is the responsibility of the Tenant to ensure that all licenses are properly obtained and adhered to.

13. Duration. Street dining is permitted beginning April 29th and shall terminate on October 30th.
14. Health & Safety. The Use shall not violate the Summit County Health Code, Summit County Health Orders, State of Utah Health Orders, the Fire Code, or International Building Code.
15. Music. The use of outdoor speakers and music is prohibited.
16. Maintenance. The dining area shall be clean and maintained in a neat and orderly fashion.
17. Storage. All equipment and other associated materials must be removed and stored on private property during prohibited times (off season). No material associated with the outdoor dining decks may be stored outdoors on-site during the off-season.
18. Removal. Decks must be completely removed from the Right-of-Way prior to the end of business day October 30. If the outdoor dining structure is not removed as required, the City will remove the structure at cost to compensate for the employees and equipment needed to complete the task.
19. Drainage. Design of the deck and its skirting shall not interfere with the existing street drainage. Deck plans shall be reviewed by the City for drainage and may be modified so as to not interfere with the existing drainage patterns of the street. Decks that have drains directly under them or downhill will be required to install screening to ensure waste does not enter the system.
20. Utilities. Access to utilities shall not be hindered by the structures. No outdoor dining decks will be approved if located in an area that blocks access to fire hydrants, etc. No new utility lines shall be installed as a result of the proposed outdoor dining.
21. Aesthetics. Due to the Park City environment and storage of the decks over the years, the decks shall be maintained in a safe and high-quality manner. Prior to final installation and occupancy of each deck, the Tenant shall make sure that the structural members can adequately meet their original design and each deck shall look aesthetically pleasing.
22. Violations. The decks shall be in compliance with all County and State Health Orders in addition to Municipal Code § 11-19-3(H) regarding Prohibition Against Issuance of Municipal Permits. From the time that any Notice of Violation is given, the City may withhold permits for any alteration, repair or construction, which pertains to any existing or new structures or signs on the property or any permits pertaining to the use and development of the real property or the structure where a violation is located. The City may withhold permits until a

Notice of Compliance has been issued by the enforcement official. The City may not withhold permits that are necessary to obtain a Notice of Compliance or that are necessary to correct serious health and safety violations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2024

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 Summit Risk Management & Insurance 7430 South Creek Road Suite 300 Sandy, UT 84093	CONTACT NAME: Shannon Samora PHONE (A/C No. Ext): 801-563-1131 FAX (A/C, No): E-MAIL ADDRESS: ssamora@summitrmi.com
APPROVED	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Cincinnati Specialty Underwriters 13037 INSURER B: Owners Insurance 32700 INSURER C: Standard Fire Insurance Company (The) 19070 INSURER D: INSURER E: INSURER F:

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CSU0220002	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" 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	Y		5324729500	02/25/2024	02/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		CSU0220003	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB3X550421	11/01/2023	11/01/2024	<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
A	Liquor Liability			CSU0220002	11/01/2023	11/01/2024	Common Cause \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 See ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Park City Municipal Corporation 445 Marsac Avenue PO BOX 1480 Park City, UT 84060	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
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AGENCY CUSTOMER ID: 11133

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Summit Risk Management & Insurance		NAMED INSURED Park Restaurant Holdings LLC FLANAGANS ON MAIN PO BOX 757 Kamas, UT 84036	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE 13037		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Park City Municipal Corporation is additional insured as respects general liability and auto liability. Excess Liability is following form subject to the attached endorsements. €

ANY ENDORSEMENT(S) REFERENCED IN THE CERTIFICATE OF INSURANCE (COI) LANGUAGE ARE SUBJECT TO THE ENDORSEMENT LANGUAGE ON THE POLICY, INCLUDING THOSE WHICH MAYBE ATTACHED TO THIS COI. IF THERE ARE NO ENDORSEMENTS ATTACHED AND YOU REQUIRE A COPY OF THE ENDORSEMENT(S), PLEASE REQUEST ONE AND IT CAN BE PROVIDED.

*****IMPORTANT*****

If Summit Risk Management & Insurance (SRMI) indicates that certain parties are provided protections as beneficiaries on any endorsement(s) to the insurance policy(s) listed on this Certificate of Insurance (COI), including, but not limited to, additional insured, primary/non-contributory, waiver of subrogation, and/or 30-day notice of cancellation endorsement(s), the certificate holder and/or any other party(s) reviewing the language contained on this COI should NOT rely on the language as it is NOT binding. All parties should only rely on the language provided on the actual endorsement(s) to the policy(s), and the policy language itself. It is agreed by any and all parties using or accepting this COI as coverage verification that this COI is for information purposes only, and does NOT supersede the language contained in the insurance policy(s) and/or endorsement(s), and as such each party using or accepting this COI agrees to Hold Harmless SRMI, its owners, members, employees, agents, affiliates, and contracted insurance companies, for ANY damages or losses as a result of relying on such language provided on this COI that is not consistent with the language of the insurance policy(s) and/or endorsement(s), including those endorsement(s) issued by the respective insurance company(s) that require a direct contract between the named insured on this COI and the benefiting party to the coverage verification to be in place in order for the insurance endorsement(s)/coverage(s) to be applicable. Endorsements and copies of policies are available upon request (or maybe attached to this COI) if permission is provided by the named insured to release this information to the requesting party. SRMI makes no warranties or representations of accuracy to the language provided on this COI, nor does SRMI affirm that the named insured is in compliance with any contractual requirements agreed to between they and the party(s) reviewing the COI and any other insurance coverage verification.

POLICY NUMBER: CSU0220002

COMMERCIAL GENERAL LIABILITY
CG 20 11 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 438 Main St. Park City, UT 84060
Name Of Person(s) Or Organization(s) (Additional Insured): Park City Municipal Corporation
Additional Premium: \$.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

58503 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVER-
AGE** is amended. The following provision is added.
Each person or organization shown in the Schedule is
an **insured** for Covered Autos Liability Coverage, but
only to the extent that person or organization qualifies as

an **insured** under **SECTION II - COVERED AUTOS
LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An
Insured.**

All other policy terms and conditions apply.

Name Of Person(s) or Organization(s):

PARK CITY MUNICIPAL CORPORATION

(Information required to complete this endorsement, if not shown above, will be shown in the Declarations.)