

**PARK CITY MUNICIPAL CORPORATION  
FACILITY LICENSE AGREEMENT  
BOB WELLS PLAZA AND PARKING LOT  
480 SWEDE ALLEY, PARK CITY, UTAH 84060**

Summit County, State of Utah

THIS AGREEMENT, (hereinafter “Agreement” or “License”), dated the 31<sup>st</sup> day of December, 2024, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter “City” or “Licensor”), and **AMERICAN HONDA MOTOR CO. INC.**, a California corporation, (hereinafter “Licensee”), whose street address is 1919 Torrance Blvd., Torrance, CA 90501.

**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 C 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 purpose of Sponsor Activation – Acura Festival Village and Car Display.

C. **Facilities Licensed and License Period.** This License is granted for uses and time periods as further specified below as set forth in **Exhibit A** per the Master Festival License and City Services Agreement and 2025 City Property Use Matrix (“Matrix”) from January 11, 2025, through February 1, 2025, for the Bob Wells Plaza and Parking Lot. Licensee will have until February 7, 2025, to complete all repairs and touch-ups at Bob Wells Plaza and Parking Lot. In the event of a conflict, the terms of **Exhibit A** shall control.

AREA:

Bob Wells Plaza and Parking Lot

Saturday, January 11, 2025, through Saturday, February 1, 2025

D. **Fees.** Fees are \$16 per parking space per day from 1/11/25 to 1/22/25 and \$60 per parking space per day from 1/23/25 to 2/1/25 pursuant to the City’s Fee Schedule, for a total of **THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500.00)**. The Licensee shall remit to City a damage deposit of **ONE THOUSAND DOLLARS (\$1,000.00)** as security for any damage to the Facility arising from or connected to the Licensee’s use of the Facility pursuant to this License.

E. **Payment Terms.** The license fee and damage deposit, totaling **THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500.00)**, 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 designee without further notice and the deposits heretofore collected will be retained as liquidated damages.**

**F. Indemnification.**

Definitions. In this Agreement, the following definitions apply:

- I. **“Indemnifiable Losses”** means the aggregate of Losses and Litigation Expenses.
- II. **“Litigation Expense”** means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements.
- III. **“Loss”** means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
- IV. **“Proceeding”** means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against the City, its agents, employees, or officers, that arises out of this Agreement or the performance of this Agreement by Licensee or its Subcontractors or subconsultants of any tier, or anyone acting under Licensee’s direction or control, including after the expiration or termination of this Agreement.
  - i. Indemnification. Licensee shall indemnify the City and its agents, employees, and officers against all Indemnifiable Losses arising out of a Proceeding, except to the extent the Indemnifiable Losses were caused by the negligence or willful misconduct of the City.
  - ii. Obligation to Defend. Licensee shall, at its sole cost and expense, defend the City and its agents, employees, and officers from and against all Proceedings, provided that Licensee is not required to defend the City from any Proceeding arising from the sole negligence of the City or its agents, employees, or officers.
  - iii. Tender. Licensee’s obligation to defend will arise upon the City’s tender of defense to Licensee in writing. If the City fails to timely notify Licensee of a Proceeding, Licensee will be relieved of its indemnification obligations to the extent that Licensee was prejudiced by that failure. Upon receipt of the City’s tender of defense, if Licensee does not promptly notify the City of its acceptance of the defense and thereafter duly and diligently defend the City

and its agents, employees, and officers, then Licensee shall pay and be liable for the reasonable costs, expenses, and attorneys' fees incurred in defending the Proceeding and enforcing this provision.

- iv. Legal Counsel. To assume the defense, Licensee must notify the City of their intent to do so. Promptly thereafter, Licensee shall retain independent legal counsel that is reasonably acceptable to the City.
- v. Settlement. After Licensee assumes the defense of a Proceeding, Licensee may contest, pay, or settle the Proceeding without the consent of the City only if that settlement (1) does not entail any admission on the part of the City that it violated any law or infringed the rights of any person, (2) provides as the claimant's sole relief monetary damages that are paid in full by Licensee, and (3) requires that the claimant release the City and its agents, employees, and officers from all liability alleged in the Proceeding.
- vi. Waiver. Licensee expressly agrees that the indemnification provision herein constitutes the Licensee's waiver of immunity under Utah Code § 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- vii. No Limitation. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Licensee or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- viii. Interpretation. The parties intend that the indemnity and defense provisions in this section shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.
- ix. Environmental Indemnity. Licensee shall indemnify the City, its agents, employees, and officers for any Indemnifiable Losses from a Proceeding arising out of Licensee's violation of federal, state, or local environmental laws or regulations, and shall include but not be limited to all cleanup and remedial costs, diminution in value of property, and any fines or fees imposed as a result.

#### **G. Insurance.**

At its own cost and expense, 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, 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. Licensee 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 PCMC. 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, 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. 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. Liquor Liability Coverage. Licensee shall maintain liquor liability insurance as applicable with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- IV. Workers' Compensation Insurance and Employer's Liability. 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.
- V. 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.
- VI. 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 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.

- VII. Waiver of Subrogation. Licensee 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. Licensee shall cause each policy to be endorsed with a waiver of subrogation in favor of the City for all work performed by Licensee, its employees, agents, and Subcontractors.
- VIII. 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.
- IX. Cancellation. Should any of Licensee's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, Licensee must deliver notice to the City within 30 days of cancellation. The City may request and Licensee must provide within 10 days certified copies of any required policies during the term of this Agreement.
- X. Additional Coverage. Notwithstanding anything to the contrary, if 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 Licensee's insurance policies.
- XI. No representation. In specifying minimum Licensee's insurance requirements, the City does not represent that such insurance is adequate to protect Licensee from loss, damage or liability arising from its work. Licensee is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.
- H. **Snow and waste removal.** The City shall remove the Bob Wells Parking Lot of waste, snow and ice before Licensee controls the Facility. Once Licensee controls the Facility, 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 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.
- I. **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 access to all entrances is staffed and maintained during operating hours (no entrances or exits can be blocked).

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. **Sales/Business License.** Licensee agrees to obtain any required permits, business licenses or liquor licenses that may be required for the event. Any concession sales at this location must receive written, advanced approval from the City Manager or their designee for the City and separate permitting may apply.

L. **City Use.** Licensee acknowledges Bob Wells Plaza and Parking Lot is leased exclusively to Licensee; however, Licensee will not disrupt surrounding businesses and residents during the License period beginning Saturday, January 11, 2025, through Friday, January 31, 2025. **Licensee acknowledges it has exclusive use of the Bob Wells Plaza and Parking Lot.**

M. Licensee is subject to Park City Municipal Code 4A Special Events, as well as the Master Festival License and annual supplemental plans and City Services Agreement 2013 Amended and Restated, dated 10/30/13, 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.

N. 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: American Honda Motor Co., Inc.  
1919 Torrance Blvd.  
Torrance, California 90501

O. Licensee shall obey all laws, ordinances, and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

P. **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 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.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 31st day of December, 2024.

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

DocuSigned by:  
Matt Dias  
Matt Dias, City Manager

Attest:

DocuSigned by:  
[Signature]  
City Recorder's Office

Approved as to Form:

Signed by:  
Mark Harrington  
City Attorney's Office

**AMERICAN HONDA MOTOR CO., INC.,** a  
California corporation  
1919 Torrance Blvd,  
Torrance, California 90501

Signed by:  
By: Chelsea Sullivan  
D934E8005B98448...

Name Printed:

Chelsea Sullivan

Title:

Sr Procurement Specialist



**EXHIBIT "A"**

Sundance Film Festival Master Festival License and City Services Agreement

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





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED American Honda Motor Co., Inc. 1919 Torrance Blvd Torrance, CA 90501	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Park City Municipal Corporation is included as an Additional Insured as respects to General Liability, Automobile Liability and Umbrella/Excess Liability.

General Liability, Automobile Liability, Umbrella/Excess Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Additional Insured with respects to Workers Compensation, as permitted by law.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885  
 POLICY NUMBER: RWE943547510      EFF DATE: 10/01/2024      EXP DATE: 10/01/2025

SUBROGATION WAIVED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers' Compensation & Employers' Liability	E.L. Each Accident	\$1,000,000
	E.L. Disease-EA Empl	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	<b>APPROVED</b>	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A :	
		INSURER B :	
		INSURER C :	
		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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****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  <i>Amy Taylor</i>

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