

## **WASATCH IMPROV FESTIVAL SPONSORSHIP AGREEMENT**

This WASATCH IMPROV FESTIVAL SPONSORSHIP AGREEMENT (“Agreement”) is made and entered into by and between the CITY OF WEST JORDAN (“City”) and QUICK WITS COMEDY, LLC (“Quick Wits”). City and Quick Wits are sometimes collectively referred to herein as “Parties” and individually as “Party.”

### **RECITALS**

A. WHEREAS, Quick Wits manages the Wasatch Improv Festival (“WIF”), a three-day festival dedicated to improvisational comedy.

B. WHEREAS, the City has determined that the WIF will provide a cultural and financial benefit to the community.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

1. Term. This Agreement shall be effective upon its execution by all Parties (the “Effective Date”). The initial term of this Agreement shall end on December 31, 2026 (“Initial Term”). This Agreement may be renewed for four (4) additional one (1) year terms upon written agreement of the Parties (each a “Renewal Term”). The City may terminate this Agreement at any time, for any reason, upon thirty (30) days’ notice.

2. Festival. Quick Wits may utilize the Canyon View Credit Union Community and Arts Center (“CVCU Center”) from January 15, 2026 through January 17, 2026 for the WIF without payment of fees to the City, excluding the refundable security deposit as set forth herein. For each Renewal Term, Quick Wits may reserve, in accordance with the City’s then-current facility use policy, the CVCU Center for a three-day block for the WIF in accordance with the terms of this Agreement.

3. Workshops. During the Initial Term and each Renewal Term, Quick Wits shall hold three (3) improv workshops that are free to West Jordan residents. Subject to availability, Quick Wits may utilize the CVCU Center for the workshops without payment of fees to the City, excluding the security deposit set forth herein. Use of the CVCU Center for the workshops must be scheduled in accordance with the City’s then-current facility use policy.

4. Security Deposit. Quick Wits shall pay a refundable security deposit in the amount of \$750 to the City (“Security Deposit”) prior to each event held at the CVCU Center. Should Quick Wits or its invitees and guests cause any damage to City facilities or property, the City will, at its sole discretion, debit the cost of any repairs or replacement of property from the Security Deposit. The cost of repairs or replacement of property exceeding the amount of the Security Deposit will be charged to Quick Wits. Quick Wits will pay the City the amount due and owing

within seven (7) days of receipt of demand for payment. Any leftover balance of the Security Deposit will be refunded to Quick Wits within forty-five (45) days of the last date of the facility reservation.

5. Marketing.

- a. During the Initial Term and any Renewal Terms, Quick Wits will:
  - i. Use the City's name (either "City of West Jordan" or "West Jordan") in any communications or marketing materials referencing the WIF;
  - ii. Use the name "Canyon View Credit Union Community & Arts Center" when referencing the CVCU Center, unless the City directs otherwise in writing;
  - iii. Provide City Communications staff clear and complete event information no later than thirty (30) days prior to any event, including, data, time, location, description, cost, and registration information;
  - iv. Notify City Communications staff of any changes to event information as soon as reasonably possible;
  - v. Provide City Communications staff with a high-quality logo (PNG or SVG preferred) and additional branding guidelines, if any, no later than thirty (30) days prior to any event; and
  - vi. Designate a point of contact for reviewing and approving graphics or verifying event information.
- b. During the Initial Term and any Renewal Terms, and when provided timely event information and other materials, City will:
  - i. Promote the WIF and approved events in social media with at least one (1) Facebook post and one (1) Instagram Story;
  - ii. Promote the WIF and approved events with at least one (1) message in the City email newsletter;
  - iii. Promote the WIF and approved events in the City's online community calendar; and
  - iv. Provide event graphics if Quick Wits cannot provide ready-to-use logos and other marketing materials that do not meet City standards.

- c. City shall maintain sole discretion over final wording, timing, platform, and frequency of promotional messaging to maintain applicable City standards.

6. Access. Quick Wits and its agents, members, and guests may only utilize, enter, or occupy the CVCU Center, including entrances, exits, or other areas approved by the City. Use, access, or occupation of any area of the CVCU Center otherwise closed to the public is expressly prohibited.

7. Prohibited Activities. Quick Wits and its agents, members, and guests may not use the CVCU Center to engage in activities involving the use of weapons, ignition devices (such as fireworks), large quantities of water, open flames, throwing objects, cooking, or any inherently dangerous physical activity. Quick Wits must notify the City's Risk Manager of any injury or damage to property occurring on City property and involving any individual attending a Quick Wits event within twenty-four (24) hours of the occurrence. The City Risk Manager may be contacted by calling (801) 569-5140.

8. Signs. Quick Wits may post limited, simple signage in and outside the CVCU Center for the sole purpose of directing agents, members, and guests to approved entrances, exits, and other spaces in the CVCU Center. Quick Wits is prohibited from placing any other signs, placards, flags, banners, lights, displays, or advertisements of any character on the building exterior, landscaping, or windows visible to the exterior of any City facility without the City's express written authorization. Quick Wits is solely responsible for creating and posting any signage allowed under this Agreement.

9. Cleanup. Quick Wits is solely responsible for all damage to the CVCU Center or other City property resulting from Quick Wits' use of the same. It is Quick Wits' sole responsibility to return the CVCU Center, and any City property impacted by Quick Wits' activities under this Agreement, to the same condition as existed prior to Quick Wits' use of the same, including cleaning up all waste, trash, or other debris. The City may, in its sole discretion, debit any cleanup, repair, or replacement costs from the Security Deposit or submit an invoice for payment to Quick Wits. Quick Wits shall remit full payment to City within seven (7) days of Quick Wits' receipt of any invoice for the cost of any repair or replacement of damaged property.

10. Compliance with Law. Quick Wits and its agents, members, and guests shall at all relevant times strictly comply with: (1) all applicable federal, state, and local laws and regulations; and (2) the City's applicable facility use policy to the extent such policy is not inconsistent with the terms of this Agreement.

11. City's Right of Access. Quick Wits' use of the CVCU Center shall not limit or interfere with City's ability to enter or access the CVCU Center, or any other City property, as the City deems appropriate in its sole discretion.

12. Indemnification. Quick Wits, on behalf of itself and its officers, directors, employees, members, agents, successors, assigns, affiliates, and subsidiaries agrees to defend, indemnify, and hold harmless City and its employees, officials, agents, successors, assigns, affiliates, and subsidiaries from all claims, liabilities, actions, causes of action, suits, demands,

warranties, rights, losses, damages, punitive damages, costs, expenses, attorney fees, and compensation of any kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, and whether based on tort, strict liability, warranty, contract, statute, common law, or other theory which any individual or entity now has or which it may hereafter accrue on account of, resulting from, or in any way arising out of Quick Wits' use of the CVCU Center or other City property.

13. Insurance. Quick Wits shall procure, and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or is in connection with Quick Wits' use of the CVCU Center. Quick Wits shall bear all costs of such insurance. Quick Wits shall provide proof of insurance to the City at least seven (7) days prior to any event. Quick Wits shall provide the City with copies of certificates (on the City certificate form) for all policies reflecting the coverage. The insurance coverage shall be issued by insurers duly qualified to offer and bind coverage within the state of Utah, with an AM Best rating of A or better and a Financial Size Category of X or higher. Coverage shall be at least as broad as follows:

A. General Liability Insurance. Commercial general liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than \$1,000,000 per occurrence and \$1,000,000 aggregate with the City, its officers, agents, employees, and volunteers as an additional insured and waiver of all rights of subrogation on the part of the insurer against the City, its officers, agents, employees, and volunteers.

B. Workers' Compensation and Employer's Liability. Worker's compensation and employer's liability insurance sufficient to cover all of Quick Wits' employees pursuant to Utah law. This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, Quick Wits shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

C. Additional Insured. Quick Wits shall name the City as an Additional Insured, for the above referenced insurance requirements.

D. Waiver. Quick Wits hereby waives any and every claim for recovery from the City and its officers, directors, employees, members, agents, successors, assigns, affiliates, and subsidiaries for any and all loss or damage covered by any of the insurance policies to be maintained under this Agreement.

14. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as the City's waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101, *et seq.*

15. Integration Clause. This Agreement contains the entire agreement between the Parties relating to Quick Wits' use of the CVCU Center and supersedes all previous negotiations, discussions, or agreements between the Parties. No evidence of any prior or other release shall be permitted to contradict or vary the terms hereof. This Agreement may not be modified, except in writing signed by all Parties.

16. Severability Clause. In the event any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were not contained herein provided that the Agreement as so modified preserves the basic intent of the Parties.

17. Further Assurances. Each Party shall take any and all actions as are reasonably requested by another Party and are necessary to carry out the purposes, provisions, and intent of this Agreement.

18. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, all of which together shall constitute one and the same instrument. Any copy, facsimile, electronic, or other non-original duplication of an original signature of this Agreement shall be deemed an original for purposes of the enforcement or establishment of the validity or authenticity of this Agreement.

19. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties, and, where applicable, their respective parents, subsidiaries, divisions, officers, directors, owners, associates, predecessors, successors, heirs, assigns, agents, partners, employees, insurers, and representatives.

20. Construction of Agreement. This Agreement will be construed as a whole in accordance with its fair meaning and in accordance with the laws of the state of Utah. The Parties acknowledge that they have read this Agreement and are fully aware of its content and its legal effect. The terms of this Agreement have been negotiated by the Parties and their respective legal counsel. Accordingly, the terms of this Agreement may not be construed in favor of or against any Party. The headings used in this Agreement are for reference only and may not affect the construction of this Agreement.

21. Venue. Any and all actions arising from or out of this Agreement shall be filed in a state or federal court sitting in Salt Lake County in the state of Utah. The Parties hereby consent to the jurisdiction of the courts sitting in the state of Utah and waive any argument that venue in Salt Lake County, Utah is not convenient.

22. Authority. By executing this Agreement, each Party represents that such Party has the right, legal capacity, power, and authority to enter into this Agreement and to perform the obligations set forth in this Agreement without the consent, approval, or authorization of any person, entity, tribunal, or other regulatory or governmental authority. The execution of this Agreement by the Parties, the performance by the Parties of their obligations under this

Agreement, and the transactions contemplated by this Agreement do not require any further action by or consent of any third party.

23. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Quick Wits represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee or their relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Title 1, Chapter 1 of the West Jordan City Code.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date set forth below.

<b>CITY OF WEST JORDAN</b>	
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Mayor Dirk Burton	Date
ATTEST:	
<hr/>	
City Recorder	Date
APPROVED AS TO FORM:	
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City Attorney's Office	Date

<b>QUICK WITS COMEDY, LLC</b>
Date: _____
By: _____
Title: _____