

**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 17, 2018**

TITLE:	AGREEMENT – Venue Lease Agreement between Viive Events, LLC and Eagle Mountain City for The Lights Fest.		
FISCAL IMPACT:			
APPLICANT:	Linda Peterson, Communications & Community Relations Director		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- Posted on State website

REQUIRED FINDINGS:

Planning Commission Action / Recommendation
Vote: N/A

Prepared By: Linda Peterson Communications & Community Relations Director
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NOTES/COMMENTS:

RECOMMENDATION:

Staff recommends that the City Council approves a venue lease agreement between Viive Events, LLC and Eagle Mountain City for The Lights Fest.

BACKGROUND:

The proposed agreement documents the terms for Viive Events to hold a lantern festival known as The Lights Fest in Eagle Mountain City. The event will take place at Cory B. Wride Memorial Park on September 8, 2018. This agreement would designate Cory B. Wride Memorial Park as the exclusive venue for The Lights Fest in Utah, with the option to continue the exclusive in consecutive years. Proceeds from the event in the amount of \$.75 to \$1 per participant will be donated to Eagle Mountain City for parks and recreation improvements.

Unified Fire Authority has given the City approval to move forward with plans for this event and review of the fire protection procedures Viive Events has implemented for previous events.

The Utah School and Institutional Trust Lands Administration (SITLA) and Ivory Homes have given approval of land use for parking south of the event site.

Viive Events will manage all aspects of the event, including ticketing, marketing, set-up/take-down, parking, fire protection, and clean-up.

VENUE LEASE

between

Viive Events, LLC,
a Utah limited liability company

as Tenant

and

Eagle Mountain City
as Landlord

VENUE LEASE

Viive Events, LLC a Utah limited liability company (“**Tenant**”), and Eagle Mountain City (“**Landlord**”) enter into this lease (“**Lease**”) as of the ____ day of _____, 2018. Landlord and Tenant are sometimes collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

1. **DEFINITIONS**

1.1 Commencement Date: shall mean the date this Lease is executed and delivered by the Parties.

1.2 Delivery of the Premises: means the date on which Landlord delivers the Premises to Tenant as provided in Section 4.1.

1.3 Environmental Law(s): means any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources.

1.4 Expiration Date: shall mean the end of the forty-eight-hour period of the Lease or (i) such earlier date on which this Lease is terminated pursuant to any of the terms, conditions or covenants of this Lease or pursuant to law.

1.5 Hazardous Materials: means any substance or material which is defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “acutely hazardous wastes,” “restricted hazardous waste,” “toxic substances,” petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any Environmental Laws.

1.6 Legal Requirements: means all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, including any Environmental Laws, which now or at any time hereafter may be applicable to the Premises or any part thereof.

1.7 Release: means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migrating on or from the Shopping Center or adjacent property, or disposing of Hazardous Materials into the environment.

1.8 Rent: means the Security Deposit and additional rent due under the Lease.

1.9 Security Deposit: shall mean a **\$10,000.00** cash bond, filed with the City Recorder’s Office.

2. PREMISES. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the park space and parking areas (the “**Premises**”) on the Site Plan attached as **Exhibit A** (the “**Site Plan**”). The Site Plan constitutes a representation, covenant and warranty by Landlord of the physical dimensions

of the area to be leased by Tenant. The Landlord acknowledges that he/she has inspected the Premises and to confirm that the Premises is sufficient for Tenant's anticipated use as provided herein. Tenant acknowledges and agrees that a portion of the Premises is unimproved land, and Landlord shall not be responsible for any change in the Premises due to weather conditions, maintenance, or lack of maintenance.

3. TERM.

3.1 Term. The term of this Lease (the "**Term**") shall be for forty-eight (48) hour periods on the dates in this Section 3.1, beginning at 12:00 a.m. the day before the event and expiring after the 48-hour period (the "**Event**"). During the Term, the Tenant shall have the exclusive use of the Premises.

(i) **Event Dates**

September 8, 2018

4. RENT.

4.1 Rent. Tenant shall pay to Landlord:

- (i) \$0.75 for every child ticket sold
- (ii) \$0.75 for every adult ticket sold up to 6,000
- (iii) \$1.00 for every adult ticket sold above 6,000

4.2 Swag Bag. Tenant shall, at Landlord's expense, include a leaflet or pamphlet of Landlord's choice in the "Swag Bag" delivered to every ticketholder upon entry into the Event.

4.3 Concessions Sales. Tenant may operate food and drink stands at the Event ("Concessions") and shall be entitled to all of the proceeds. Landlord and Tenant agree to coordinate on Concessions as to not provide redundant food or drink options at the Event.

4.4 Parking Sales. Tenant shall be solely responsible for the management of the parking and the collection of payment for parking. Tenant is entitled to all proceeds from parking.

4.5 Records and Books of Account. If Landlord, or his representatives or agents, transact business during Tenant's events involving alcohol, parking, merchandise, concessions, Landlord shall give a full accounting and shall prepare and keep full, complete and proper books and source documents, in accordance with Generally Accepted Accounting Principles. Upon request by Tenant, Landlord must provide such accounting records and books for review by Tenant within three (3) business days.

5. **PAYMENT OF RENT.** All Rent and any additional rent (sometimes collectively referred to herein as “Rent” or “Rental”) shall be paid by Tenant to Landlord in lawful money of the United States of America or in immediately available funds (i.e., cashier’s check or money order) prior to notice or demand, at the address stated in the Section entitled “Notices” or to such other person or place as Landlord may designate in writing.

6. **USE OF PREMISES.** Subject to the restrictions set forth in this Lease, and the terms of any other agreements of record, the Premises are to be used as a venue to for a lantern festival wherein participants light and release lanterns into the air. The lantern festival also includes other activities including, but not limited to, eating, picnicking, and purchasing merchandise and other related activities (the “Permitted Use”). Tenant shall obtain, at its sole cost and expense, all necessary permits, authorizations and approvals which may be required of any governmental entity for Tenant’s Permitted Use.

7. **SPECIAL EVENTS PERMIT.** Tenant acknowledges that Tenant is required to obtain a Special Events Permit from the Eagle Mountain City and that this Lease does not exclude Tenant from any obligations that may be included in the Special Events Permit, including but not limited to, providing toilet facilities and police, fire, security and ambulance services at Tenant’s sole cost.

8. **HAZARDOUS MATERIALS.**

8.1 **Hazardous Materials.** Tenant covenants that Tenant will not cause any Hazardous Materials (other than De Minimus Amounts (as defined in this Section 9.1) to be placed, held, located, “Released” or disposed of on, under or at the Premises. “De Minimus Amounts” means Hazardous Materials: (i) being stored for future use on the Premises; or (ii) being used on the Premises in such quantities that as to **subsections (i) and (ii)** of this Section 9.1, (A) do not constitute a violation of any Environmental Laws, and (B) are customarily employed in, or associated with similar retail businesses as operated by Tenant. “De Minimus Amounts” does not include Hazardous Materials being disposed of, generated, manufactured, produced, released, transported or treated.

9. **COMPLIANCE WITH LAW.**

9.1 Tenant shall not use the Premises or permit anything to be done in or about the Premises which will conflict with any Legal Requirements.

10. **CONDITION OF THE PREMISES.**

10.1 **Walk-through.** Tenant will, on or before the date that Tenant takes possession of the Premises, conduct with Landlord a walk-through of the Premises at a mutually agreed upon time, but at least two (2) days prior to Delivery of the Premises.

11. **ALTERATIONS.** Tenant shall be allowed to erect or allow to be erected check-in tents, merchant tents, temporary bathroom facilities and stage set-ups (sometimes hereafter referred to as “Alterations”) Tenant deems reasonably necessary to conduct its event. Tenant agrees to remove at Tenant’s sole cost and expense, any Alterations and repair and restore the Premises to its original condition.

12. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with any state or local government rules and regulations.

13. INSURANCE; INDEMNIFICATION.

13.1 Indemnification. Tenant hereby indemnifies, holds harmless and agrees to defend Landlord from and against all claims, damages, expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Premises and the ways immediately adjoining the Premises during the Term; provided, Tenant does not indemnify Landlord against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of Landlord, its agents, servants, contractors or employees. Tenant's obligations with respect to indemnification hereunder shall remain effective notwithstanding the expiration or termination of this Lease, as to claims or liability arising or accruing prior to the expiration or termination of this Lease.

13.2 Liability Insurance Coverage and Limits. Tenant shall maintain, at no cost to Landlord, liability insurance for personal injury, bodily injury, death and property damage occurring on, in or about the Premises and the ways immediately adjoining the Premises, with a "Combined Single Limit" (covering personal injury, bodily injury liability and property damage liability) of not less than one million dollars (\$1,000,000) for total claims for any one occurrence and not less than two million dollars (\$2,000,000) for total claims in the aggregate during any policy year.

Any insurance required to be provided under this Section may be in the form of blanket liability coverage so long as the blanket policy does not reduce the limits nor diminish the coverage required herein.

Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers shall be listed as additional insured. The coverage on said policy shall contain no special limitation on the scope of protection afforded to Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers.

13.3 Policy Requirements. All policies of liability insurance shall insure the performance by Tenant of the indemnity agreement contained herein and shall contain a provision that the insurance company will furnish Landlord thirty (30) days advance written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Each party shall promptly notify the other party of any asserted claim with respect to which such party is or may be indemnified against hereunder and shall deliver to such party copies of process and pleadings. Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers shall be listed as additional insured under the policies. The coverage on said policy shall contain no special limitation on the scope of protection afforded to Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers. Each insurance policy required by this Agreement shall contain an undertaking by the insurer to notify the City in writing not less than thirty (30) days before suspension, cancellation, or reduction in coverage or in limits of such insurance policy. If required insurance lapses, the City may terminate this Lease.

14. SIGNS. Subject to applicable law, and all agreements of record, Tenant may place signs on the Premises; *provided*, Tenant shall obtain the prior written approval of Landlord as to the location of display signs on the Premises. Prior to installation or erection of any sign at the Premises, Tenant shall, at its cost, obtain all necessary consents, permits and approvals from all applicable governmental authorities. Tenant shall, at its sole cost and expense, maintain its signs in good and

presentable condition and shall remove the same upon the expiration or termination of this Lease and repair any damage caused by such removal.

15. ASSIGNMENT, SUBLETTING, AND ENCUMBRANCES.

15.1 Landlord's Consent Required. Tenant shall not voluntarily or involuntarily, whether by operation of law or otherwise, assign, transfer, mortgage, pledge, or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof without the prior written consent of Landlord. Any attempt to assign this Lease or sublet the Premises without such consent shall be voidable by Landlord in its sole discretion and, at Landlord's election, shall constitute a Default under this Lease. Landlord's consent may be withheld in its sole and absolute discretion.

15.2 Tenant's Application to Assign or Sublease. If Tenant desires at any time to assign this Lease or to sublet the Premises or any portion thereof, Tenant shall submit to Landlord, at least 30 days prior to the proposed effective date of the assignment or sublease ("**Proposed Effective Date**"), in writing: (i) a notice of intention to assign or sublease setting forth the Proposed Effective Date (ii) the name of the proposed subtenant or assignee (iii) the nature of the proposed subtenant's or assignee's business to be carried on in the Premises; (iv) the terms and provisions of the proposed sublease or assignment. Subject to the satisfactory review by Landlord of the required documents to be provided by Tenant as provided in this Section 17.2 Landlord's consent shall not be unreasonably withheld. Landlord will notify Tenant of its approval or disapproval of the proposed sublease or assignment 10 days prior to the Proposed Effective Date.

15.3 Assumption of Obligations. Each assignee or transferee, other than Landlord, shall assume all obligations of Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of Rent, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the Term of this Lease, including payment of the full amount of rent set forth in the assignment or sublease. No assignment shall be binding on Landlord unless such assignee or Tenant shall deliver to Landlord a counterpart of such assignment which contains a covenant of assumption by the assignee reasonably satisfactory in substance and form to Landlord consistent with the above requirements (but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability). Notwithstanding if an assignment or sublease which occurs as a result of a sale of the Tenant's business wherein Landlord expressly releases the Tenant of its obligations under the Lease, Tenant shall no longer be jointly and severally liable for the performance of the terms of the Lease.

16. DEFAULT BY TENANT.

16.1 Defaults. The occurrence of any one or more of the following events shall be deemed a default ("**Default**"):

(i) **Monetary Defaults.** Tenant shall fail to pay Rent or other amounts to Landlord when the same is due.

(ii) **Non-monetary Defaults.** Tenant shall fail to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for twelve (12) hours (except where a different period of time is specified in this Lease) after written notice by Landlord to Tenant; provided, that any such notice

shall be in lieu of, and not in addition to, any statutory unlawful detainer notice provided for in the state in which the Premises are located. If the nature of such Default is such that the same cannot be cured within such twelve (12) hours, Tenant shall not be deemed to be in Default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(iii) **Voluntary Bankruptcy.** Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the bankruptcy laws, or Tenant shall make an assignment for the benefit of creditors.

(iv) **Involuntary Bankruptcy.** An involuntary petition in bankruptcy against Tenant or petition or answer made by a person other than Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief against Tenant of the same or different kind under any provision of the bankruptcy laws is filed or if a receiver is appointed having jurisdiction of the business property or assets of Tenant on the Premises, and, in any of such events, if Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership and, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated.

(v) **Release of Liens.** Tenant fails to cause a release, within twenty (20) days after receipt by Tenant of a notice informing Tenant of the filing of any lien arising out of any work performed, materials furnished, or obligations incurred by or for Tenant, which has been filed against the Premises.

(vi) **Abandonment/Vacation.** Tenant abandons or otherwise vacates the Premises.

16.2 Remedies. In the event of a Default, Landlord may elect to either terminate this Lease by giving written notice to Tenant or from time to time and without terminating this Lease (or Tenant's right to possession of the Premises), attempt to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental and upon such other terms and conditions as Landlord deems advisable.

17. LATE CHARGES. Tenant acknowledges that late payment by Tenant to Landlord of any amount due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any encumbrance or note secured by any encumbrancer covering the Premises. Therefore, if any amount due hereunder from Tenant is not received by Landlord within thirty (30) days of when due, Tenant shall pay to Landlord an additional sum of TEN percent (10%) of the overdue amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's Default with respect to the overdue amount nor prevent Landlord from exercising any of the other rights and remedies of Landlord under this Lease.

18. DAMAGE TO PREMISES / SECURITY DEPOSIT REFUND. Tenant shall be solely responsible to repair any damage to the Premises, including, but not limited to, any damage to the

sod or sprinklers, and to return the Premises to Landlord in its original condition. Within ten (10) business days after the Event, Landlord shall inspect the Premises to determine if any damage has occurred and shall notify the Tenant in writing of any damage. Tenant shall have thirty (30) days to repair any damage. In the event Tenant fails to repair all the damage to the satisfaction of Landlord, Landlord may utilize the Security Deposit to repair any damage, including reasonable employee costs and expenses of Landlord. Landlord's use of the Security Deposit shall not relieve Tenant of its obligation to repair any damage if the Security Deposit is insufficient to pay for the cost of repairs. Landlord shall return the Security Deposit within ten (10) business days of Landlord determining that any damage has been repaired.

19. TERMINATION.

19.1 For Convenience. If Tenant, in its sole discretion, is unable to sell a sufficient number of tickets to the Event, Tenant may cancel without penalty up to forty-five (45) days prior to Event.

19.2 For Legal Requirements. If Tenant is unable to obtain the necessary permitting, licensing, or satisfy any Legal Requirements, Tenant shall be released from all obligations in this Lease and shall be entitled to return of any Rent paid to Landlord except for the Security Deposit, which Security Deposit Landlord may retain as liquidated damages.

20. EFFECT OF CONVEYANCE. If during the Term of this Lease Landlord sells or conveys its interest in the Premises or this Lease, then from and after the effective date of such sale, Landlord shall be released and discharged from any and all further obligations and responsibilities under this Lease, except those accrued of which Landlord has notice at the time of sale. Landlord shall provide Tenant with written notice of the sale of its interest in the Premises; provided, failure to provide such notice shall not defeat the release and discharge contained in this Section 23.

21. NOTICES AND PLACE FOR PAYMENT OF RENT. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

To Landlord: Eagle Mountain City
ATTN: Fionnuala B. Kofoed, City Recorder
1650 E Stagecoach Run
Eagle Mountain, UT 84005

To Tenant: Viive Events, LLC
ATTN: Michael Pacada
495 E 1000 S
Pleasant Grove, UT 84043

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is

refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery. Rent shall be paid to Landlord at the address set forth in this Section or as otherwise directed by Landlord.

22. MISCELLANEOUS.

22.1 Interpretation. The captions by which the Sections of this Lease are identified are for convenience only and shall have no effect upon the interpretation of this Lease. Whenever the context so requires, the singular shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders, and the words “Landlord,” “Tenant,” and “person” shall include corporations, partnerships, associations, other legal entities, and individuals. If either Party consists of more than one person, each person shall be jointly and severally liable hereunder. If any provision of this Lease shall be held to be invalid by a court, the remaining provisions shall remain in effect and shall in no way be impaired thereby.

22.2 Agreements in Writing. It is understood that there are no oral agreements between the Parties affecting this Lease, and this Lease supersedes and cancels any and all negotiations, arrangements, brochures, agreements, representations, and understandings, if any, between the Parties or displayed by Landlord and Tenant with respect to the subject matter thereof and none thereof shall be used to interpret or construe this Lease. This Lease shall be interpreted and construed only by the content hereof, and there shall be no presumption or standard of construction in favor of or against either Party.

22.3 Headings. The Article and Section titles herein are for convenience only and do not define, limit, or construe the contents of such Articles and Sections.

22.4 Entire Instrument. All of the agreements heretofore and contemporaneously made by the Parties are contained in this Lease. Landlord has made no representation to Tenant other than those contained herein, and Tenant’s reliance in entering into this Lease is based solely upon the terms, covenants, and conditions contained herein. This Lease cannot be modified in any respect except by a writing executed by Landlord and Tenant.

22.5 Severability. The invalidity or unenforceability of any provision of this Lease, as determined by a court, shall in no way affect the validity and enforceability of any of the remaining provisions hereof.

22.6 Choice of Law. This Lease shall be construed according to and governed by the laws of the State of Utah.

22.7 Recording. This Lease shall not be recorded, but at Landlord’s request, Landlord and Tenant shall execute a memorandum of lease which shall be recorded.

22.8 Remedies Cumulative. The various rights, elections, and remedies of Landlord and Tenant contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any of the others or of any right, priority, or remedy allowed or provided for by law.

22.9 Legal Costs. In the event that either Party brings or commences a legal proceeding to enforce any of the terms of the Lease, the prevailing Party in such action shall have the right to recover reasonable attorneys’ fees and costs from the other Party to be fixed by the court in the same action. The term “**legal proceedings**” shall include appeals from a lower

court judgment as well as proceedings in the Federal Bankruptcy Court (“**Bankruptcy Court**”), whether or not they are adversary proceedings or contested matters. The “**prevailing Party**” (i) as used in the context of proceedings in the Bankruptcy Court means the prevailing Party in an adversary proceeding or contested matter, or any other actions taken by the non-bankruptcy Party which are reasonably necessary to protect its rights under this Lease, and (ii) as used in the context of proceedings in any court other than the Bankruptcy Court shall mean the Party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the Party sought; so that, for example, the prevailing Party may be a Party which is ordered to pay \$100 where the obligation to pay \$80 was undisputed and the claiming Party claimed that it was entitled to \$1,000.

22.10 No Partnership. Landlord shall not in any way or for any purpose be deemed a partner, joint venturer, or member of any joint enterprise with Tenant.

22.11 Successors. Each and every covenant and condition of this Lease shall bind and shall inure to the benefit of the Parties and their successors. Every covenant and condition of this Lease shall be binding upon all assignees, subtenants, licensees, and concessionaires of Tenant.

22.12 Independent Covenants. The Parties agree that each provision set forth herein pursuant to which Tenant is required to pay Rent, shall be and is a covenant of Tenant independent of any other term, condition or covenant contained in this Lease. In the event Tenant shall claim any breach of any covenant, representation, warranty, promise, condition or term of this Lease, Tenant shall be entitled to offset the claimed amount of damages against any Rental or other payments due hereunder, it being expressly agreed that such covenant to pay such amount shall be independent of any obligation of Landlord hereunder.

22.13 Waiver of Jury Trial. Landlord and Tenant each acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights to trial by jury under the constitutions of the United States and the State in which the Premises are located, and each Party hereby expressly and knowingly waives and releases all such rights to trial by jury in any action, proceeding or counterclaim brought by either Party against the other (or against their officers, directors, employees, agents or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Lease and any dispute arising from or connected with such matter shall not be tried by jury.

22.14 Confidentiality. In the event of a dispute under this Lease, Landlord and Tenant agree to keep both the substance and the existence of such dispute confidential except as such disclosure to third persons or entities is: (i) reasonably required to defend or prosecute such dispute; or (ii) required by law. Landlord and Tenant agree to exercise commercially reasonable efforts to maintain the confidentiality of, and not intentionally disclose, the business terms of this Lease, other than (a) as required by law, (b) to attorneys, accountants and other professionals, and (c) to entities controlling, controlled by, or under common control with Landlord or Tenant.

22.15 Counterpart Execution. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same instrument. Delivery of this Lease may be accomplished by electronic facsimile reproduction or via electronic mail; if facsimile or electronic mail delivery is utilized, the electronic version shall have the same force and effect as the original.

THE SUBMISSION OF THIS LEASE FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER TO LEASE, AND THE EXECUTION OF THIS LEASE BY TENANT DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS LEASE HAS BEEN EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF LANDLORD. THE PARTIES ACKNOWLEDGE AND AGREE THAT NO NEGOTIATIONS, DOCUMENT DRAFTS OR EXECUTION OF THIS LEASE BY TENANT SHALL GIVE RISE TO ANY RIGHTS IN TENANT TO TAKE ANY ACTION IN RELIANCE UPON THIS LEASE OR TO OTHERWISE ANTICIPATE OR EXPECT THAT LANDLORD WILL SIGN THIS LEASE UNTIL IT IS IN FACT SIGNED AND DELIVERED TO BOTH OR ALL PARTIES.

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

LANDLORD:

EAGLE MOUNTAIN CITY

By: _____
Tom Westmoreland, Mayor

ATTEST:

APPROVED AS TO FORM:

Fionnuala B. Kofoed, MMC
City Recorder

Jeremy R. Cook, City Attorney

TENANT:

Viive Events, LLC,
a Utah Limited Liability Company

By: _____

Name: _____

Its: _____

EXHIBIT A

Google Map

Cory Wride Park Site Map

Traffic Control Plan



Participant Vehicular pathway



Parking



Light Tower



Traffic Signage



Officer



Parking Crew



Light Tower



Light Tower



Light Tower



Traffic Signage



Officer



Flagger



Flagger



Flagger



Flagger

