

SPORTS COMPLEX SECRET CELEBRITY RENOVATION AGREEMENT

This Agreement is between Salt Lake County (the "County"), Salt Lake City Corporation (the "City"), and Juma Entertainment, LLC ("Producer") in connection with the television program for CBS Network ("Network") currently entitled "**Secret Celebrity Renovation**" featuring celebrities who provide a gift of a renovation ("Renovation") to an important person in their life (the "Program"). County, City, and Producer are referred to as "parties." County and the City are referred to collectively as the "Owners."

TERMS

1. County operates and manages the Salt Lake City Sports Complex, 645 South, Guardsman Way, Salt Lake City, UT 84108 (the "Property"). City owns the Property.
2. County grants a license to Producer to access the Property from May 19, 2022 through June 14, 2022 during normal business hours only (the "Renovation Window") for the purposes of the Renovation and filming the Program. Owners grant to Producer, and to its employees, agents, independent producers, contractors and suppliers, permission to enter upon and use the Property for the purpose of photographing and recording certain scenes in and in connection with the Program.
3. Except as limited herein, Producer shall have the right to photograph, record and use the name connected with the Property and any signs located thereon and any logos and verbiage contained on such signs in connection with or as part of the Program.
4. Producer shall own all rights of every kind in and to all photographs and recordings made on or about Property, where made in a manner consistent with this Agreement, during the Renovation Window and shall have the perpetual and universal right to use (or not to use) such photographs and/or recordings in any manners, formats, and media it may desire without limitation or restriction of any kind in perpetuity. County hereby waives the benefits of any provision of law known as "droit moral" and "moral rights" or any similar law in any jurisdiction.
5. County expressly reserves the right to prohibit Producer's use of Property where such use is incompatible with Property's operations. Producer shall not have any of the rights outlined in Section 4 of this Agreement in the event Producer violates this Section 5.
6. This Agreement specifically excludes and prohibits the Producer from filming, recording, or accessing any protected or private individuals, places, information, or things as defined in UCS 63G-2-101et seq. or sensitive footage, including but not limited to Owners' patrons or staff without the consent required in Section 7 of this Agreement. Producer shall not have any of the rights outlined in Section 4 of this Agreement in the event Producer violates this Section 6.
7. Producer understands that the Owners cannot force any employees, officers, volunteers, or patrons to appear in any filming. The decision rests with each individual. Producer is solely responsible for securing, in writing, the right to use any individual's name, likeness, voice, conversation, sounds and biographical data ("Identity") in the Program (including any derivative works) and in connection with the advertising and promotion of the Program. In addition to other indemnification obligations contained herein, Producer will indemnify Owners for any claims that Producer used an individual's Identity without consent. Producer shall not have any of the rights outlined in Section 4 of this Agreement in the event Producer violates this Section 7.
8. Producer, and Producer's crew, will have access to the portions of the Property as approved by the County in the County's sole discretion. All work on the Renovation, all filming for the Program, and any other access to the Property by the Producer is only allowed during regular business hours of the Property.
9. Prior to the Renovation Window, the Producer may visit the site, upon reasonable written notice to the County.
10. If additional filming is required at the Property outside of the Renovation Window, or at any other County facility, the Parties must first negotiate an extension or modification to the Renovation Window in writing and signed by the Parties.
11. Producer will engage one or more contractors ("Contractor") to execute the Renovation. The entire cost of the Renovation will be covered by Producer; Owners will have no financial responsibility for the Renovation. Producer will require Contractor to acknowledge that the Owners are not responsible for any payments relating to the Renovation. All Renovation, all construction, shall be done in a manner consistent this License. Producer will cause Contractor to be bound by the requirements found in Paragraph 45.
12. Producer will require Contractor to acknowledge that Owners are third party beneficiaries of Producer's rights as the party engaging Contractors services for the Renovation.
13. Producer may request the County to close off certain areas of the Property. The County may approve or reject Producer's request, in County's sole discretion.
14. Producer will abide by all rules applicable to conduct at the Property, and all applicable laws, codes, or ordinances.
15. City will receive full ownership of all furnishings, appliances, and other items placed or installed on the premises during the renovation (the "Installations"). City's rights in the Installations shall be that of a purchaser such that if any issues arise with

respect to the Installations after the Renovation Window, County shall deal directly with the applicable vendor, supplier, or manufacturer. In that regard, Producer will endeavor to provide County with purchase paperwork for the Installations if such paperwork has been made available by Producer.

16. Producer may stage at the Property temporary products supplied by sponsors, where appropriate. Furnishings acquired for the Renovation may be kept by County, except for staged or rented furnishings, which will be returned following completion of filming.
17. Owners have no obligation to repair, improve, or otherwise modify any portion of the Property in preparation for or because of the Producer's use of the Property.
18. Producer may at any time elect not to use the Property by giving County written notice of such election, in which case none of the parties shall have any obligation hereunder. This Agreement may be terminated by County or City for any reason or for no reason, upon written notice to the Producer stating County's intention to terminate this Agreement. Upon such termination, Contractor shall have 30 calendar days to return the Property to its condition prior to any Construction or Renovation. Contractor agrees that the County's or City's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by Owners or any other claim or cause of action. The Parties agree that upon the County providing the written approval requested in Section 45(b)(2), the Owners may only terminate this Agreement if the Producer fails to comply with any provision or requirement of the Agreement.
19. Producer shall complete any Renovations commenced by Producer, at Producer's sole cost and expense, even if Producer abandons production of the Program at the Property.
20. Producer guarantees that the Renovation will be completed in a workman like manner, using new materials, and will be completed consistent with the Plans and Specifications approved by the County.
21. Owners agree not to issue or authorize any publicity (including social media postings, etc.) with respect to the Program or record or photograph any activities occurring on the Property prior to June 14, 2022. After June 14, 2022, Owners may use any name, logo, trademark or other proprietary mark of Producer or Network or their parents, subsidiaries, affiliates, licensees, sub licensees and/or assignees in any manner to promote the Program. Producer will provide Owners with credit for participation in the Program in the credits of any published episodes.
22. Producer's use of the Property shall not block access to Property's parking lot or the public's/Center Staff's access to the building and rooms not specifically covered by this Agreement.
23. Producer assumes full and exclusive responsibility for:
 - a. The safety of the persons and property of all Producer's staff, crew, agents, members, guests, Contractor, subcontractors, or any other invitees of Producer (collectively referred to as "Producer's Invitees") in attendance at any event or activity of Producer. Producer assumes all risk of events and activities; Owners assume none thereof. Owners shall not be responsible for losses by Producer or Producer's Invitees occasioned by theft or disappearance of equipment or other personal property; and
 - b. Producer shall be liable for all damage to Owners' property, fixtures and equipment caused by Producer or Producer's Invitees. The actual cost of repair and/or cleaning shall be paid by Producer immediately upon receipt of an invoice from County, and any related consequential damages.
24. Producer shall clean up all areas used. Areas must be returned to the conditions and order they were in before scheduled use. Cleaning includes, but is not limited to, removal of decorations, returning tables and chairs to their original location, sweep, spot clean, mop floor (if deemed necessary by the building attendant) and empty garbage cans. All litter, trash, and garbage must be deposited in the correct dumpsters outside the building. All spills must be cleaned immediately. Owners are not responsible for any equipment, supplies, or other property left on the Property.
25. Producer agrees to use reasonable care to prevent damage to the Property (reasonable wear and tear excepted, as set forth above).
26. Owners make no warranties, either express or implied, regarding the existence or nonexistence of third person rights that may be superior to Producer's rights granted under this Agreement.
27. Producer may place all necessary facilities and equipment, including temporary sets, on the Property, and shall remove the same that are not part of the Renovation after completion of work and leave the Property in as good condition as when it was received, reasonable wear and tear excepted, as determined in Owners' sole discretion. Producer may, but need not, remove or change signs on the Property, but if Producer removes or changes such signs, Producer must replace such signs to County's satisfaction.
28. Producer shall designate at least one adult per 50 adult Producer Invitees to supervise Producer's event and one adult per 20 child Producer Invitees to supervise Producer's event.

29. Producer shall identify to County Producer's on-duty building attendant designated supervisors. Producer's designated supervisors shall ensure that Producer and Producer's Invitees comply with County's policies and all applicable local, state, and federal laws.
30. Producer shall indemnify, hold harmless and defend Owners, and Owners' officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property, however allegedly caused, resulting directly or indirectly from, or arising out of acts or omissions by Producer or Producer's Invitees in the performance of or under this Agreement.
31. Producer acknowledges that Owners are Utah governmental entities subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§63G-7-101 to -904 (as amended). The Parties agree that Owners are only liable, if at all, within the parameters of the Act. Nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in the Act.
32. Owners are governmental entities subject to the Government Records Access and Management Act of the Utah Code, Section 63-2G-101 et seq., 1953 (as amended) ("GRAMA"). Pursuant to GRAMA, certain records within the possession of either Owner or control may be subject to public disclosure.
33. Producer assumes all risk of loss in the event this Agreement is terminated for any reason. In no event shall Owners be liable for any costs or attorney fees expended by the Producer in enforcing its rights under this Agreement. Producer agrees that Owners will not be liable for indirect, incidental, or consequential damages, regardless of the form of action, nor shall it be liable for exemplary damages or lost revenue for any reason under this Agreement or for termination of this Agreement.
34. Producer shall inspect the Property prior to each use to ensure safe conditions. Producer shall report any unsafe conditions shall be reported to County staff immediately, and the areas or facilities should not be used until notice is received from County.
35. Producer shall not sell, distribute, or solicit the sale or distribution of any material, equipment, or product whatsoever, in or about the facility, without prior written consent of County.
36. Producer shall not conduct or promote any activities or advertise any special or particular event to be conducted at the Property without County's prior written approval.
37. Producer may use equipment at the Property only upon written request to County, which may be approved in County's sole discretion.
38. Producer shall not broker, sublease, or sublet reserved times for the Property.
39. The waiver of any breach of this Agreement by any party in no event constitutes a waiver as to any future breach.
40. Producer shall, at its sole cost and expense, secure and maintain during the term of this Agreement, and maintain such insurance for a period of at least three years following the end of the term of this Agreement or contain a comparable "extended discovery" clause, commercial general liability insurance on an occurrence form with each Owner as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall protect Owners as additional insureds, Producer, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Producer's operations or activities under this Agreement, whether performed by Producer itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for Property operations, acts of independent contractors, and completed operations. Producer shall provide to the County evidence of current extended discovery coverage and the purchase options available upon policy termination. Producer shall also, at its sole cost and expense, maintain workers' compensation insurance as required by the laws of the State of Utah.
41. This Agreement is governed by the laws of the State of Utah and the ordinances of County and City, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, must be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.
42. This Agreement is effective as of the date the last Party signs it (the "Effective Date"), and shall terminate June 15, 2022, unless otherwise terminated as provided herein. The parties agree that all provisions herein intended to survive termination will survive the termination of this Agreement, including but not limited to Paragraphs 4, 7, 18, 19, 23, 26, 30, 31, 32, 33, 40, 41, and 45.
43. This Agreement may not be altered, modified, or cancelled without prior written consent of the County. Any party may terminate this Agreement by providing written notice to the non-terminating parties in writing at least seven (7) calendar days prior to the Renovation Window. Should conflicts arise between Producer's scheduled time and the public or other users of the Property, County may change the schedule in the best interest of the public and Owners. In this event, the

parties will make reasonable efforts to reschedule the Renovation Window in a manner that is mutually agreeable to the parties. If maintenance problems occur at the Property, County may terminate this Agreement with no prior notice due, however County will attempt to give Producer as much notice of termination as reasonably possible.

44. Owners may immediately terminate this Agreement at any time if Producer fails to comply with, or otherwise violates, the terms and provisions of this Agreement.
45. Construction Terms (this section shall survive termination)
 - a. Definitions
 - i. "Approvals" means any and all licenses, permits (including building, demolition, alteration, use, and special permits), approvals, consents, certificates (including certificate(s) of occupancy), rulings, variances, authorizations, or amendments to any of the foregoing as shall be necessary or appropriate under any Law to commence, perform, or complete any Construction.
 - ii. "Construction" means the Renovation including any alteration, construction, demolition, development, expansion, reconstruction, redevelopment, repair, renovation, installation of furniture, installation of fixtures, installation of equipment, or other work by Producer or otherwise under this Agreement affecting the Property, or any property owned by either Owner. All construction shall comply with the Salt Lake County Architectural Design and Construction Standards which are incorporated by reference and are available at <https://www.slco.org/uploadedFiles/depot/admin/fFacilities/SLCoDesignConstrStdProc.pdf>, as updated by Salt Lake County. These Standards are required when Producer conducts the Renovations.
 - iii. "Database" means the Utah State Construction Registry Database.
 - iv. "Government" means any governmental agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality having or claiming jurisdiction over the Property (or any activity this Agreement allows), including the United States government, the State, County, and City governments and their subdivisions and municipalities, and all other applicable governmental agencies, authorities, and subdivisions thereof. "Government" also includes any planning commission, board of standards and appeals, department of buildings, city council, zoning board of appeals, or similar body having or claiming jurisdiction over the Property or any activities on or at the Property.
 - v. "Laws" or "Law" means all laws, ordinances, requirements, orders, proclamations, directives, rules, and regulations of any Government affecting the Property, or any Construction in any way, whether in force at the Effective Date or passed, enacted, or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.
 - vi. "Plans and Specifications" means plans and specifications for Construction, prepared by Producer or Producer's architect or design team, submitted in such machine-readable format as is then customary in the architectural profession, consisting of (where applicable) architectural plans; elevations and sections indicating principal areas, core design and location; basic structural system; minimum estimated electrical capacity and distribution system; general type of plumbing system; façade, placement, and orientation; and gross and rentable square foot analysis.
 - vii. "Prohibited Lien" means any mechanic's, vendor's, laborer's, or material supplier's statutory lien or other similar lien arising from work, labor, services, equipment, or materials supplied, or claimed to have been supplied, to Producer (or anyone claiming through Producer), but only if such lien attaches to the fee estate of the Property.
 - b. Before Producer starts any Construction, Producer shall: (1) provide County copies of Plans and Specifications, and surveys, detailing the Construction; (2) request County's approval of the plans and specification and County's consent to proceed with Construction, granted in the County's sole discretion; (3) give County copies of all necessary Approvals; (4) give County such assurances of completion as County shall reasonably require; and (5) provide County copies of performance and payment bonds purchased by Producer's contractor, as required by Utah Code Ann. Title 14 Chapter 1, as amended, with penal sums at 100% of Producer's construction contract price and with Owners as additional Obligees to the bonds. Producer shall complete any Construction with reasonable diligence and within a reasonable time. Producer shall pay for all Construction when and as required by the persons that perform such Construction. All improvements that Producer constructs or installs on the Property shall become part of the Property owned by County.
 - i. Plans and Specifications. Upon County's request, Producer shall promptly provide to County Plans and Specifications or surveys (including working Plans and Specifications and "as-built" Plans and

Specifications and surveys) for any Construction, within 10 Calendar Days of substantial completion of the Construction.

- ii. License of Construction Documents. Producer shall provide to Owners an irrevocable, non-exclusive, perpetual, royalty-free license to use all Plans and Specifications, including the right of Owners to authorize contractors, consultants and others to use all Plans and Specifications. Such license must include the right to grant sublicenses. Producer represents and warrants that it has the power and authority to grant such license.
- iii. Insurance During Construction. Before Producer commences (and at all times during) any Construction or any related demolition, in addition to the other insurance this Agreement requires, Producer shall at its expense procure and maintain, or cause to be procured and maintained, the following insurance coverage (by separate policy or endorsement(s) to other policies), all in compliance with the requirements of this Agreement on insurance:
 1. Liability and Property Insurance. Contractor's commercial general and automobile liability insurance for not less than \$2 million per occurrence with a \$3 million aggregate for personal injury and broad form property damage, including premises-operations liability, contractor's protective liability for all subcontractors' operations, completed operations, contractual liability (referring to the indemnity provisions of the applicable construction contract(s)), and automobile liability (owned and non-owned), and for any foundation, excavation, or demolition work, an endorsement that such operations are covered and that the "XCU Exclusions" have been deleted, which insurance may be in the form of a single limit policy or policies.
 2. Workers' Compensation Insurance. Workers' compensation and employee's liability and disability benefits insurance covering all Persons employed for such Construction Work.
 3. Demolition. During any demolition or excavation, such additional liability insurance as shall be reasonably customary to cover the added risks of such demolition or excavation.
- c. Utah State Construction Registry Database. Before Producer commences any Construction or any related demolition, Producer shall provide to County written evidence that:
 - i. Any original contractor retained by Producer has timely filed a Notice of Commencement with the Database in accordance with Utah Code Ann. § 38-1b-201.
 - ii. In addition, Producer shall timely file a Notice of Intent to Obtain Final Completion (if applicable) with the Database in accordance with Utah Code Ann. § 38-1a-506 and shall timely file a Notice of Completion with the Database in accordance with Utah Code Ann. § 38-1a-507.
- d. PROHIBITED LIENS
 - i. Producer's Covenant. If a Prohibited Lien is filed then Producer shall immediately notify Owners and, within 30 days after receiving notice from Owners of such filing (and in any case within 15 days after Owners notify Producer of commencement of foreclosure proceedings), commence appropriate action to cause such Prohibited Lien to be paid, discharged, bonded, or cleared from title. Producer shall thereafter prosecute such action with reasonable diligence and continuity. If either Owner receives notice of any such filing, then that Owner shall promptly notify Producer. All of Producer's efforts will be at Producer's sole cost and expense.
 - ii. Protection of OWNERS. NOTICE IS HEREBY GIVEN THAT OWNERS SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO PRODUCER UPON CREDIT, AND THAT NO MECHANIC'S OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE ESTATE OF THE PROPERTY. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE OWNER'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION, NOR AS GIVING PRODUCER ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO THE FILING OF ANY LIENS AGAINST THE FEE ESTATE OF THE PROPERTY. PRODUCER SHALL INDEMNIFY OWNERS AGAINST ANY CONSTRUCTION UNDERTAKEN BY PRODUCER OR ANYONE CLAIMING THROUGH PRODUCER, AND AGAINST ALL PROHIBITED LIENS.

- e. Ownership
 - i. All Construction, including alterations, additions, installed equipment and furnishing, and improvements made by Producer shall be owned by County.
- f. Producer Contractor Rules
 - i. Construction shall not impede the business of the Property.
 - ii. Sidewalks, vestibules, halls, and other common areas of the Property shall not be used for the storage of materials or disposal of trash.
 - iii. Producer and Contractor are responsible for securing all of their materials and equipment. Owners assume no liability for any materials or equipment of Producer or Contractor.
 - iv. Producer's contractors and subcontractors shall not park on-site.
 - v. All areas of the Property shall be kept clean and presentable during Construction, including daily sweeping, and Producer shall take all reasonable steps to ensure that dust and other debris are kept out of or removed from the Property daily.
 - vi. If it becomes necessary to shut down power, the HVAC system, or to shut off water to all or a portion of the Property, Producer must get County's written approval no less than one week prior to the required time of shut down, which approval shall be within County's sole discretion.
 - vii. Producer shall ensure that no Construction work is performed outside of regular business hours.
 - viii. Producer's Construction work will not otherwise impede the quiet and peaceful environment of the Property.

46. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Producer 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 his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or 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 City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; 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 City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

The Parties are signing this Agreement to be effective as of the Effective Date.

SALT LAKE CITY CORPORATION

Signature:  _____
Jorge Chamorro

Title: Director - Public Services

SALT LAKE COUNTY

Signature: _____

Mayor or Designee

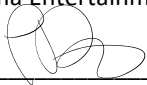
APPROVED AS TO FORM:

Signature:  _____
Boyd Ferguson
Senior City Attorney
Salt Lake City Attorney's Office

APPROVED AS TO FORM:

Signature: _____
David Johnson
Deputy District Attorney

Producer: Juma Entertainment, LLC

Signature:  _____

Title: Chief Operating Officer