REVISED
RESOLUTION NUMBER 06-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF KETCHUM AND BRAVO ENERTAINMENT, LLC, ALLOWING BRAVO ENTERTAINMENT, LLC TO USE THE UPPER GREYHAWK PARKING LOT TO PRODUCE ONE CONCERT.

WHEREAS, the City of Ketchum has leased certain real property owned by the Sun Valley Company commonly known as the upper Greyhawk parking lot for three summer concerts; and

WHEREAS, Bravo Entertainment, LLC, an Idaho limited liability company, has offered to produce such concerts; and

WHEREAS, prior to producing such concerts, Bravo Entertainment, LLC, shall obtain a Conditional Use Permit from the City of Ketchum, shall abide by all of the terms and conditions of such CUP, shall provide insurance naming the City of Ketchum and the Sun Valley Company as additional insureds in an amount acceptable to the City of Ketchum and Sun Valley Company and shall indemnify the City from all claims and all damages to persons or property resulting from or arising from the production of such concerts.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Ketchum, Idaho that the City Council hereby authorizes the Mayor to execute an agreement between the City of Ketchum and Bravo Entertainment, LLC, allowing Bravo Entertainment, LLC to use the upper Greyhawk parking lot to produce one concert.

This Resolution will be in full force and effect upon its adoption this third (3rd) day of July 2006.

CITY OF KETCHUM, IDAHO

Randy Hall, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

APPROVED AS TO FORM
AND CONTENT:

Benjamin W. Worst,
City Attorney

REVOCABLE LICENSE AGREEMENT
(City of Ketchum/Bravo Entertainment, LLC)

THIS REVOCABLE LICENSE AGREEMENT made and entered into this 7/3/06 day of _____, 2006, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and BRAVO ENTERTAINMENT, LLC, a Delaware limited liability company qualified to do business in the state of Idaho ("Bravo").

RECITALS

WHEREAS, in the past, Bravo has leased Ketchum's Park and Ride Lot in order to produce summer concerts; and

WHEREAS, Ketchum's Park and Ride Lot is no longer available for such concerts due to the present construction of the YMCA facility; and

WHEREAS, the Sun Valley Company, a Wyoming corporation ("Sun Valley Company") has offered to lease its Upper Greyhawk parking lot in the Warm Springs Base Area to Ketchum with the understanding that Ketchum may license Bravo to produce three concerts on that property in the summer of 2006. A true and correct copy of such lease is attached hereto as Exhibit A and incorporated herein by this reference (the "Lease").

AGREEMENT

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.

2. License. Ketchum hereby grants to Bravo, its members, managers, agents, employees, volunteers, guests, licensees and invitees the exclusive right, privilege, and revocable license to use that certain real property commonly know as the Upper Greyhawk parking lot located in the Warm Springs Base Area of Ketchum, Idaho and more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "License Area"), for the production of three concerts from July 3, 2006 through July 5, 2006.

3. Consideration. In exchange for the above-referenced License, Bravo shall donate $1.00 (One Dollar) per ticket for every ticket sold to each event to the non-profit entity of Ketchum's choice and shall allow the non-profit entity of Ketchum's choice the right to collect proceeds for event parking; however, Ketchum shall have no obligation to provide such a non-profit entity to collect proceeds for parking.

4. Indemnification. Bravo hereby releases, holds harmless and agrees to indemnify Ketchum and its elected officials, appointed officials, employees, agents, and

volunteers from and against any and all property damage, injury, personal injury, death, claim, demand, judgment, liability, or other damages which in any manner relate to or arise from this License, the production of the Concerts, the Lease or the use or restoration of the License Area other than any property damage, injury, personal injury, death, claim, demand, judgment, liability, or other damages to the extent that the same are caused by the negligent acts or omissions of Ketchum, its elected officials, appointed officials, employees, agents or volunteers.

5. Conditions.

   a. Compliance with the Lease. From the date of execution of this Agreement until Sun Valley Company has accepted the return of the License Area in satisfactory condition, Bravo shall comply with all terms and conditions set forth in the Lease.

   b. Conditional Use Permit. Prior to entering the License Area or producing any of the three concerts, Bravo shall obtain a Conditional Use Permit from the Ketchum Planning Commission and shall abide by all terms and conditions of such Conditional Use Permit.

   c. Proof of Insurance. Prior to entering the License Area or producing any of the three concerts, Bravo shall obtain, keep in full force and effect and deliver to Ketchum proof of general liability insurance in an amount not less than $2,000,000 (Two Million Dollars) from an underwriter and in a form acceptable to Ketchum. Such insurance shall name the Sun Valley Company and Ketchum as an additional insuredes and shall serve as the primary insurance for all claims arising from the Lease, this Agreement or the production of the concerts.

   d. Restoration. As soon as reasonably practical after each concert, Bravo shall restore the License Area and all improvements thereon to a condition as good or better than the condition in which Bravo received the same immediately prior to each concert. Additionally, Bravo shall remove all litter and other debris from the concerts and the concert-goers from the License Area and the areas surrounding the License Area which have been impacted by the concerts.

6. Survival. The terms and conditions of this Agreement, including without limitation, the terms and conditions of the Lease shall remain in full force and effect and be binding upon Bravo until Sun Valley Company has accepted the return of the License Area in satisfactory condition and all claims and liabilities in any manner related to or arising from this Agreement or the Lease have been extinguished.

7. Relationship of the Parties. Ketchum and Bravo hereby agree that Bravo shall produce the concerts and exclusively as licensee and not as employee, agent or independent contractor of Ketchum. The Parties do not intend to create through this

Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of licensee. Bravo, its managers, members, agents, employees and volunteers shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees.

8. Compliance With Laws. Bravo, its managers, members, agents, employees and volunteers shall at all times comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Bravo of any obligation or responsibility imposed upon Bravo by law, including without limitation, all laws and regulations of the City of Ketchum.

9. Non-Assignment. Bravo hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Bravo's unique skills and reputation for professional work. Accordingly, Bravo may not assign or transfer in any manner this Agreement or any of Bravo's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.

10. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.

11. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

12. Attorney Fees And Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

13. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

14. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

15. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.

16. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on this day and year first written above.

THE CITY OF KETCHUM,
an Idaho municipal corporation

By: _____
Randy Hall, Mayor

ATTEST:

_____
Sandra E. Cady, CMC,
City Treasurer/Clerk

BRAVO ENTERTAINMENT, LLC,
a Delaware limited liability company
qualified to do business in the state of Idaho

By: _____
Paul Thornton, Managing Member
For Bravo Ent. LLC

APPROVED AS TO FORM AND CONTENT EXCLUSIVELY FOR THE CITY OF KETCHUM:

By: _____
Benjamin W. Worst,
City Attorney