

Exhibit 1

CHAPTER 10

SPECIAL EVENTS

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3-10-1: PURPOSE:

The purpose of this chapter is to provide for and encourage temporary events to occur in the city in order to create a sense of community and enhance the quality of life for city residents. It is also the city's intent to promote, protect and assure the safety and convenience of residents and visitors by mitigating potential issues which may occur as a result of the special event. This chapter is adopted to ensure that the special events do not create disturbances, become a nuisance, threaten life, health, and property, disrupt traffic, or threaten or damage private or public property. It is not the intent of this chapter to regulate in any manner the content of speech or infringe upon the right to assemble, except for time, place and manner regulations. (Ord. 2015-10-003, 10-1-2015)

3-10-2: DEFINITIONS:

For the purposes of this chapter, the following words and phrases shall be defined as set forth in this section:

APPLICANT: The individual event organizer and the organization responsible for the event and the payment of fees.

ATHLETIC EVENT: An organized competitive or recreational event in which a group of people collectively engage in a sport or form of physical exercise, including, but not limited to, running, jogging, walking, bicycling or skating, held on any public or private property.

CITY EVENT: A special event that is organized and operated by the city, whether directly or by contract with a third party operator.

FILMING EVENT: Filming of a media broadcast (other than for news purposes), filming of a motion picture, television broadcast and digital media production.

OUTDOOR SALES EVENT: An organized event in which a group of people or an organization engages in the sale of product including, but not limited to, displays and exhibitions, farmers' markets, craft fairs, outdoor sales, tent sales and other similar activities.

REOCCURRING EVENT: An event that has occurred annually without missing a year.

SPECIAL EVENT: A temporary event of any of the following or a combination of the following acts:

- A. Any athletic event, entertainment event, parade, carnival, circus, dance, musical event, rodeo event, fighting event, racing event, live shows, fairs, concerts, block parties, filming event, or outdoor sales event, whether held for profit, nonprofit or charitable purposes held on private or public property within the city.
- B. Any organized assemblage at any public park, public square or other city property which gathers for a common purpose or event under the direction and control of a person or entity and which uses more services, amusement devices such as stages, inflatable devices or temporary structures, or equipment, whether provided by the city or a third party, than normally provided to groups which reserve park facilities or other city-owned facilities.
- C. Events held at the following are not special events under this chapter:
 1. A building that has a business located in it that has a current annual business license as an event business;
 2. A building with an assembly group classification under the International Building Code, as adopted by the city, so long as the event does not exceed the posted occupant load as approved by the city and has a current annual business license, if required.
- D. For purposes of this chapter, events organized and conducted by the city located on city-owned property or within city facilities are not special events; however, events held by non-city entities which may have some level of sponsorship by the city are special events.

SUBSTANTIAL CHANGES: Changes adding:

1. Additional security;
2. Amplified sound;
3. Sale of alcohol;
4. Three hundred plus (300+) additional participants; or
5. Additional road closures or other encroachments.

TEMPORARY EVENT: Any event which occurs on a temporary basis of less than one (1) year at a location where the applicant does not have an annual business license for the specific activities being held. (Ord. 2015-10-003, 10-1-2015; amd. Ord. 2017-04-002, 4-6-2017; Ord. 2022-12-006, 12-15-2022; Ord. 2023-03-003, 3-16-2023; Ord. 2023-04-001, 4-6-2023)

3-10-3: PERMIT REQUIRED:

No person, corporation, partnership, association or other entity, public or private, shall promote, advertise, or hold a special event without first obtaining a special event permit. Events which are listed on the March 21, 2023, list of reoccurring events and events for which the city is a sponsor may promote and advertise the event after submission of a preliminary application, confirmation by city staff of the availability of the location and dates for the event, and payment of the application fee, if any. (Ord. 2015-10-003, 10-1-2015; amd. Ord. 2023-04-001, 4-6-2023)

3-10-4: APPLICATION REQUIREMENTS AND PROCEDURES:

A. *Submission:* Except as provided in subsection [B](#) of this section, a completed application on city forms shall be submitted to the city at least forty-five (45) calendar days before the event is scheduled to take place, in order to allow sufficient time to process the application and to allow timely appeal to the city council in the event the application is denied. Applications for new events or reoccurring events with substantial changes that submit the application less than forty-five (45) calendar days prior to the scheduled event shall not be accepted. Applications are not considered complete until all required information has been submitted to the city.

B. *Exemption For Reoccurring Events With No Substantial Changes:* A list of reoccurring events will be provided for city council review and authorization annually by July 1. After city council authorization, any application for reoccurring events with no substantial changes may be accepted by the city within forty-five (45) calendar days prior to the event so long as the city has sufficient time to process the application.

C. *Advertising:* No advertising of a special event shall be permitted until city approval of the special event is granted and a special event permit is issued. Events which are listed on the March 21, 2023, list of reoccurring events and events for which the city is a sponsor may promote and advertise the event after submission of a preliminary application, confirmation by city staff of the availability of the location and dates for the event, and payment of the application fee, if any.

D. *Inspections:* Authorized law enforcement officers, fire control officers, and other government personnel shall be permitted free access to the event to make inspections to ensure compliance with all city, state, and federal laws. All government personnel shall comply with the Fourth Amendment of the United States Constitution at all times during an inspection. (Ord. 2015-10-003, 10-1-2015; amd. Ord. 2022-12-006, 12-15-2022; Ord. 2023-04-001, 4-6-2023)

3-10-5: INSURANCE REQUIREMENT:

A. *Insurance:* The applicant, vendors, exhibitors, and concessionaires of a special event held on city property shall procure and maintain commercial general liability insurance posted on the city's website in the amount required by the city to protect the city against loss from liability imposed by law for damages on account of bodily injury or property damage arising from the event. Such insurance shall provide the following and shall be submitted to the city on an insurance certificate which shall include the following:

1. The name and address of the insured.
2. City shall be named as an additional primary insured and noncontributory on the general liability certificate.
3. The location of the operations to which the insurance applies.
4. The number of the policy and the type or types of insurance in force thereunder on the date of the certificate.
5. The expiration date of the policy and the limit or limits of liability thereunder on the date of the certificate.
6. A statement that all coverage is on an occurrence basis rather than a claims basis.
7. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least thirty (30) days after written notice has been received by city.
8. Name, address, and telephone number of the insurance company's agent.
9. A waiver of subrogation.

B. *Workers' Compensation Insurance:* Applicant shall procure and maintain workers' compensation insurance as required by Utah law.

C. *Certificate Of Insurance:* No special event permit shall be issued until the applicant and all vendors, exhibitors, or concessionaires participating in the event submit to the city a certificate of insurance as required in this chapter. (Ord. 2015-10-003, 10-1-2015; amd. Ord. 2022-12-006, 12-15-2022)

3-10-6: FEES:

A. *Application And Cost Recovery Fees:* Along with the application for a special event permit, the applicant shall pay any applicable special event application fees and city cost recovery fees.

B. *City Cost Recovery Fees:* Extra city services will be provided for special events as determined by the city to be needed to protect the health, safety and welfare of the public and shall be paid by the applicant.

1. City costs include, but are not limited to, police, fire, park maintenance, power, water, road closures, and cleanup of city facilities before, during, or after the event, and other costs to city directly attributable to the special event.
 2. Before city approval is granted to hold the event, the applicant shall pay the deposit and estimated city fees as determined by the city based on the application, the applicant's past event history with the city, and experience with similar events.
- C. *Invoice:* The city may mail or deliver to the permit holder an invoice for the cost of city services provided and any costs incurred by the city in restoring the site. If the amount exceeds the city cost recovery fees paid in advance, the applicant shall pay the unpaid portion of the invoice within thirty (30) days of the date that the invoice was mailed or delivered. If the amount is less than the city cost recovery fees paid prior to issuance of the permit, then the remaining amount shall be returned to the applicant. (Ord. 2015-10-003, 10-1-2015)

3-10-7: APPLICATION REVIEW, APPROVAL AND ISSUANCE:

The city manager, or a designee, shall review and either approve, approve with conditions, or deny the request for a special event permit. The city manager may refer the request for a special event permit to city council for approval. (Ord. 2015-10-003, 10-1-2015)

3-10-8: GROUNDS FOR DENIAL:

- A. *Grounds For Denial:* The special event application may be denied by the city if:
1. The proposed special event violates a law, ordinance, policy, procedure, or regulation or poses a danger or threat to the public health, safety or welfare, or causes unreasonable inconvenience or cost to the public;
 2. The proposed special event is not consistent with the intended nature and use of the requested city property;
 3. The proposed special event is scheduled at a place and time that could disrupt or interfere with an already approved special event;
 4. The proposed location or building is not adequate to accommodate the proposed special event such as parking, sanitation facilities, and health or safety codes, or the nature of the proposed special event is such that the city, or the applicant does not have sufficient resources available to ensure the health, safety, and welfare of special event participants or the general public;
 5. The permit application contains a material falsehood or misrepresentation;
 6. The applicant has failed to pay a debt to the city including costs incurred during a prior special event;

7. Incomplete permit applications; and
8. The applicant or any person on whose behalf the application for a permit was made has on prior occasions:
 - a. Damaged city property, if the applicant is for an event on city property; or
 - b. Made material misrepresentations regarding the nature or scope of an event or activity previously permitted; or
 - c. Has violated the terms of prior permits issued to or on behalf of the applicant.

B. *Notice:* If a special event permit application is denied, the city shall notify the applicant in writing of the reason or reasons for the denial. (Ord. 2015-10-003, 10-1-2015)

3-10-9: APPEAL PROCEDURES:

Any applicant for a special event permit desiring to appeal an administrative decision concerning the denial or modification of a special event permit may petition the city council if the decision was made by the city manager. Any decision made by the city council is final. All appeals shall be in writing, shall state the specific grounds for the appeal, and shall be delivered to the city recorder within five (5) calendar days after the date the applicant received notice of the denial. An applicant may appeal the city council's decision by seeking judicial review with the district court, which review shall be limited to a review of the record. The district court shall presume the city council's decision is valid and shall review the record to determine whether or not the decision was arbitrary, capricious or illegal. (Ord. 2015-10-003, 10-1-2015)

3-10-10: VIOLATION:

A violation of this chapter shall be a class B misdemeanor. (Ord. 2015-10-003, 10-1-2015)

The St. George City Code is current through Ordinance 2023-05-013, passed May 18, 2023.

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

[City Website: www.sgcity.org](http://www.sgcity.org)

[City Telephone: \(435\) 627-4000](tel:(435)627-4000)

[Code Publishing Company, A General Code Company](#)

Exhibit 2



Annual Special Event Permit Summary (Recurring Only)

Type	#	%
City Sponsored	68	44%
	OTHER: 50	74%
	WCSD: 13	19%
	UTU: 5	7%
	68	100%
Non-Sponsored	45	29%
CITY EVENTS	40	26%
TOTAL:	153	100%

Location	#	%
Other Public Spaces	51	33%
Private Property	34	22%
Town Square	24	16%
Vernon Worthen	17	11%
Crosby Confluence	13	8%
Bloomington Park	7	5%
Sun Bowl	4	3%
JC Snow Park	3	2%
	153	100%

Printed: 12/08/22

Table with columns: ID, Name, Location, Organizer, Date, Status, Amount, Notes, and various approval/permit checkboxes. Rows include events like 'BYU Alumni 5K Fun Run', 'Sun River Craft Boutique', 'Freakin' Freezing 5K', etc.

People	Event Name	Location
600+	Kiwanis Easter Egg Hunt	Vernon Worthen
5,000	MOD Market SERIES	Vernon Worthen
300+	Concert in the Park SERIES	Vernon Worthen
360	ULCT BBQ	Vernon Worthen or Town Square
100	International Day of Yoga	Vernon Worthen
2,000	Memorial Butterfly Release	Crosby Confluence or Vernon Worthen
1,000+	Pride Festival	Town Square or Vernon Worthen
500	Recovery Day Info Fair	Town Square or Vernon Worthen
400	Memory Matters Fall Festival	Vernon Worthen
500	SGM Fun Run Walk n' Roll	Vernon Worthen & surrounding streets
500	St. George Mayor's Walk	Town Square to Vernon Worthen
9,500	St. George Marathon & St. George Half Marathon	Vernon Worthen from Central, UT
	HWSG - Volunteer Appreciation Party	Vernon Worthen
500+	Battles of the Badges Chili CookOff (fka Guns & Hoses)	Vernon Worthen
5,000	Juan Festival	Vernon Worthen
	Police/Fire Halloween Party	SGPD Gun Range or Vernon Worthen
2,000+	Downtown Farmers Market SERIES (HOLIDAY MARKET)	Vernon Worthen
2,000+	Downtown Farmers Market SERIES	Vernon Worthen

Applicant	Contact	Recurring Event (Y or PAST)	Event Date(s)	Event Month	Event Day
Kiwanis Club	Russell Mitchell	Y	04/08/23	4	8
MOD Market	Rachell Bingham	Y	Apr & Nov	4	9
St. George City	Jeremy Poston	Y	Apr-Sept 2nd Monday	4	10
Utah League of Cities & Towns	Katie Harley	Y	04/21/22	4	21
UTU / Intermountain LiVe Well Center	Chanda Vaniman	Y	06/21/21	6	21
Zions Way Home Health & Hospice	Cortney Mathews	Y	09/24/22	9	17
Pride of Southern Utah	Micah Barrick	Y	09/17/22	9	17
Southwest Behavioral Health	John Dudleston	Y	09/22/22	9	22
Memory Matters Utah/Nevada	Janet Labrum	Y	09/25/21	9	25
St. George City	Aaron Metler	Y	10/06/23	10	6
St. George City	Aaron Metler	Y	10/07/23	10	7
St. George City	Aaron Metler	Y	10/07/23	10	7
Huntsman World Senior Games	Jeff Harding	Y	10/18/21	10	18
Utah Disaster Kleenup	Rich Monk	Y	10/22/22	10	22
Canyon Media	Pedro Lopez	Y	10/22/22	10	22
St. George City	SGPD	Y	October	10	
Mofaco	Kat Puzey	Y	2nd Sat in Dec	12	10
Mofaco	Kat Puzey	Y	Feb-1st Sat in Dec every Saturday		

Event Year	Status Issued, Canceled, Denied	Permit #	Notes/Comments	City Sponsored (Yes or No) If yes, check all applicable fees/items the City agrees to waive or provide in the following columns.
2023	Issued			Yes
2022	Issued	50512		No
2023	CITY EVENT	CITY EVENT		CITY EVENT
2022	Issued	48649		Yes
2021	Issued	48904		Yes: 5/20/2021
2022	Issued	49642		No
2022	Issued	41617		No
2022	Issued	39225	They pay Park fee	Yes
2021	Issued	43609		Yes
2023	CITY EVENT	CITY EVENT		CITY EVENT
2023	CITY EVENT	CITY EVENT		CITY EVENT
2023	CITY EVENT	CITY EVENT		CITY EVENT
2021	Issued	49856		Yes
2022	Issued	15288	They pay Park fee	Yes: 9/01/2022
2022	Issued	41021		Yes: 9/01/2022
2023	CITY EVENT	CITY EVENT		CITY EVENT
2022	SERIES	40688		Yes: 7/14/2022
2022	SERIES	40688		Yes: 7/14/2022

People	Event Name	Location	Applicant	Contact	Recurring Event (Y or PAST)	Event Date(s)	Event Month	Event Day	Event Year	Status <small>Issued, Canceled, Denied</small>	Permit #	Notes/Comments	City Sponsored <small>(Yes or No)</small> <small>If yes, check all applicable fees/items the City agrees to waive or provide in the following columns.</small>
15	Art Around the Corner Installation	Town Square & Main Street (btwn 200n-100s)	Art Around the Corner	Marianne Hamilton	Y	Spring 4/01/23	4	1	2023	FYI Only	FYI Only	FYI - to prevent overlap at Town Square	Yes
420	Cottontail Scramble	Town Square	St. George City	Hannah Keller	Y	04/03/23	4	3	2023	CITY EVENT	CITY EVENT		CITY EVENT
40,000	St. George Art Festival	Town Square	St. George City	Emily Reed	Y	Easter Weekend	4	7	2023	CITY EVENT	CITY EVENT		CITY EVENT
150+	Art Attack 1 mile	Town Square, Main & Tabernacle	St. George City	Aaron Metler	Y	04/08/23	4	8	2023	CITY EVENT	CITY EVENT		CITY EVENT
700	Spring Tour	Town Square & various streets	Ride Southern Utah / Red Rock Events	Margaret Gibson	Y	04/09/22	4	9	2022	Issued	40158		No
360	ULCT BBQ	Vernon Worthen or Town Square	Utah League of Cities & Towns	Katie Harley	Y	04/21/22	4	21	2022	Issued	48649		Yes
	IRONMAN 70.3 North American Championship	Town Square & various streets	IRONMAN	Dave Reid	Y	05/01/21	5	1	2021	Issued	40787		Yes
100-300	Movie in the Park SERIES (fka Sunset on the Square)	Town Square	St. George City	Jeremy Poston	Y	May-Aug 2nd & 4th Fridays	5	26	2023	CITY EVENT	CITY EVENT		CITY EVENT
40,000	4th of July Celebration	Town Square & PARKING LOTS: WCSD & Tabernacle St.	St. George City	Aaron Metler	Y	6/28/23-7/04/23	6	28	2023	CITY EVENT	CITY EVENT		CITY EVENT
PARADE	4th of July PARADE	Town Square & Tabernacle St.	St. George City	Aaron Metler	Y	07/04/23	7	4	2023	CITY EVENT	CITY EVENT		CITY EVENT
	Uncle Sam 4K	Town Square & Tabernacle St.	St. George City	Aaron Metler	Y	07/04/23	7	4	2023	CITY EVENT	CITY EVENT		CITY EVENT
4,000+	Rise Up For Children Demonstration	Town Square & various sidewalks	Operation Underground Railroad	Tyson Wright	Y	07/30/20	7	30	2021	Issued	47421	Helicopter landed in Town Sq. COI waived by S.Guzman 2020.	Yes: 6/17/2021
300+	Remembering 9/11: Honoring First Responders and their Families	Town Square & Tabernacle Parking Lot	St. George City	David Cordero	Y	09/11/23	9	11	2023	CITY EVENT	CITY EVENT		CITY EVENT
1,000+	Pride Festival	Town Square or Vernon Worthen	Pride of Southern Utah	Micah Barrick	Y	09/17/22	9	17	2022	Issued	41617		No
500	Recovery Day Info Fair	Town Square or Vernon Worthen	Southwest Behavioral Health	John Dudleston	Y	09/22/22	9	22	2022	Issued	39225	Need COI for bouncehouse & Food vendors, but not info only booths.	Yes
300+	Concert in the Park SERIES - UTU Symphony Orchestra Concert	Town Square	St. George City	Jeremy Poston	Y	Sept Last Friday	9	29	2023	CITY EVENT	CITY EVENT		CITY EVENT
500	St. George Mayor's Walk	Town Square to Vernon Worthen	St. George City	Aaron Metler	Y	10/07/23	10	7	2023	CITY EVENT	CITY EVENT		CITY EVENT
3000	Saint George Market SERIES	Town Square	Winsor Way LLC	Indigo Klabanoff	Y	May & Oct	10	8	2022	SERIES	49721		Yes: 1/20/2022
900	Fall Tour	Town Square & various streets	Ride Southern Utah / Red Rock Events	Margaret Gibson	Y	10/15/22	10	15	2022	Issued	39189		No
2000	UTU Homecoming & Car Show	Town Square & Main Street	UTU	Brooke Sullivan	Y	10/19/21	10	19	2021	Issued	49879	UTU	Yes
	IRONMAN Fun Run	Town Square & various streets	IRONMAN	Dave Reid	Y	10/26/22	10	26	2022	Issued	40787		Yes
	IRONKIDS	Town Square & various streets	IRONMAN	Dave Reid	Y	10/27/22	10	27	2022	Issued	40787		Yes
10,000+	IRONMAN 70.3 World Championship	Town Square & various streets	IRONMAN	Dave Reid	Y	10/28-29/22	10	28	2022	Issued	40787		Yes
2,000	Kickoff to Christmas	Town Square	St. George City	Emerson Watanabe	Y	Mon after Thanksgiving	11	27	2023	CITY EVENT	CITY EVENT		CITY EVENT
200	Menorah Lighting	Town Square	Chabad of St. George and Southern Utah	Rabbi Mendy Cohen	Y	11/28/21-12/07/21	11	28	2021	Issued	46111	Last year he had many last minute asks: Ladder, podium, sandbags, wrap lights around menorah...	Yes: 11/18/2021

Exhibit 3

SCANNED
Date 9/27/17

USE AGREEMENT

User's Name: Stephen Lambert
Organizations Name: A.R.T.S. Inc.
User's Phone: (435) 862-8876
Address: 1812 West Sunset Boulevard #I-234
Emergency Contact Name: Stephen Lambert
Emergency Contact Phone: (435) 862-8876
(Must be in attendance during use)

This Use Agreement (Agreement) is entered into by and between the City of St. George, a Utah municipal corporation, herein referred to as (City), and User.

RECITALS

WHEREAS, City owns property known as the Town Square located at 50 South Main Street, St. George, Utah hereinafter referred to as "PREMISES".

WHEREAS, User desires to use the Premises or a portion of the Premises as shown in Exhibit "A" pursuant to the terms and conditions set forth herein for the purposes of Pride Festival and hereinafter referred to as the "Activity" which is more fully described in Exhibit "A".

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

TERMS AND CONDITIONS

1. **RECITALS.** The above recitals are hereby incorporated as part of the terms and conditions of this Agreement.
2. **TERM.** Use of the Premises shall be for the terms described herein:
Date of use: Saturday, September 16, 2017 3:00p.m. 10:00p.m.

User may enter the Premises to set up at beginning time listed above and exit the Premises at the time listed above having removed all User's property unless City in writing allows User to leave User's property on the Premises, unless earlier terminated as provided for herein. User is hereby given notice that failure to vacate at the scheduled time, without City approving an extension, shall be treated as trespassing and may result in criminal charges being filed.

3. **FEES.** User shall pay to City as a use fee for the Premises \$0 for the term of the Agreement. User shall also pay \$0 as a security deposit which will be returned once the Premises have been inspected for damage and cleanliness and no problems are found. The full payment shall be paid at least thirty days before the use date or as agreed to by City. User shall pay for all equipment, staff time and any additional fees and costs which are listed in Exhibit "A". Any fees and costs invoiced to the User shall be due on the date stated. All late payments are subject to late fees and interest.
4. **USE.** User may enter and remain on the Premises for the Activity as described in the Agreement. User is prohibited from using any portion of the Premises not authorized in the Agreement. No unapproved activities are permitted. User acknowledges that the Agreement is not for exclusive use and that City shall be able to use the Premises for other purposes including other events so long as the use does not infringe on User's right to use the Premises on the limited basis described herein. Nothing in this Agreement shall be construed as giving User any leasehold or other rights or interest in the Premises or facilities, nor any right to use the Premises or other property or facilities except for the uses expressly provided for in this Agreement. User may not use the Premises as a permanent or temporary residence. User must comply with the Premises policies and rules. Access to the Premises shall be provided by City.
5. **APPROVAL.** As part of the approval process, User has provided City with a detailed description of the activities which will be allowed on the Premises which is described in Exhibit "A", the approximate total number of participants expected for the Activity, a detailed description of the security to be provided, a detailed description of the parking location and process, and any other information City staff, at their sole discretion, determine to be necessary in order to approve the Activity. If the number of participants exceeds the approximated number or the approved plan is not followed, City reserves the right to take any measures it deems necessary, including, but not limited to: (a) requiring an immediate increase in security; (b) requiring compliance with applicable fire codes or other laws to ensure public safety and to maintain the integrity of the Premises; and (c) immediately ending the Activity. User shall pay all costs associated with such measures and shall forfeit their security deposit.
6. **SERVICES, PERSONNEL AND EQUIPMENT.** User shall pay all costs associated with City staff used by User. If User desires to use City equipment and services City staff shall operate all equipment. User is not authorized to handle or operate such equipment unless permission has been authorized by City in writing. City agrees to provide, at User's expense, the additional services, personnel, equipment and other requirements as described in Exhibit "A". City may also provide, at Renter's expense, such other services, personnel (including security and law enforcement), equipment or other requirements as City may, in its discretion, determine are reasonably necessary or appropriate for the protection of the Premises or other interests of City. All other services, personnel, equipment or other requirements (including without limitation security, furnishings, electrical, communications and other equipment) which are beyond the normal operation and maintenance of the Premises, shall first be approved by City,

and shall be arranged and paid for by User.

7. **THIRD PARTY SERVICES.** User may require security or other services not provided by City to be provided by a third party. All third party providers (including without limitation, subcontractors or other third parties) shall, before performing any services in connection with this Agreement, secure and maintain commercial general liability insurance, property insurance, workers compensation, automobile insurance, employers liability insurance, and such other insurance coverage, in such forms and amounts as City may reasonably require relative to the nature of the services to be provided, and shall provide City with certificates of proof of all required insurance. All third party providers shall also comply with all applicable permitting, bonding and other requirements of any governing authorities, including without limitation all applicable licensing requirements. User shall indemnify and hold harmless the City from any claims that may arise as a result of any third party provider's failure to provide any of the insurance coverage, permitting, licensing, or other requirements of this Agreement.
8. **PROHIBITIONS.** User shall not, and shall not permit its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests and others, including assignees, to: (a) engage in any act that, to an ordinarily prudent person, would be reasonably foreseeable to cause harm to the Premises; (b) use or occupy the Premises or any part thereof for any unlawful, disreputable or ultra-hazardous use (including the prohibited or unauthorized use, storage or disposal of any Hazardous Substance as defined by U.C.A.. § 19-6-102 (2007)); (c) operate or conduct its Activity in the Premises in any manner that constitutes or gives rise to a nuisance of any kind; (d) bring any dangerous exhibits, materials, objects, vehicles or the like into the Premises; (e) make unauthorized use of Premises equipment; (f) improperly access areas outside of the specified use area; (g) engage in vandalism or other criminal activity; or (h) engage in any other action detrimental to the Premises or the City. User shall be liable for all damages associated with failure to comply with any provision under this section.
9. **COPYRIGHT.** User understands and agrees that it shall be solely responsible for payment of any and all royalties for musical and other works to be performed or used during its use of the Premises. User further acknowledges and certifies that all requisite approvals and clearances have been obtained from the copyright owners for all musical and other works performed or used during User's use of the Premises. User agrees to defend, hold harmless, and indemnify City, its officers, agents, employees, and representatives from and against any infringement actions, or causes of action arising out of User's failure to obtain such approvals and clearances.
10. **ALCOHOLIC BEVERAGES.** User does not have the right to sell, store or provide alcoholic beverages on the Premises, nor shall User allow its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests and others, including assignees, to bring alcoholic beverages on the Premises.
11. **ADDITIONAL RESTRICTIONS ON USE AND IMPROVEMENTS.** User shall not

place or store any flammable material, explosives, chemical solvents, fuels, or other chemicals or substances that may cause harm or damage to the Premises. User shall not cause any structure, building, or equipment to be placed, erected, or stored on the Premises without City's prior written consent. User shall not alter, remodel, build, or modify anything in, on, under or about the property including, without limiting the generality of the foregoing, the buildings, improvements, or landscaping without the express written consent of City. User shall not dump, discard, abandon or place any items on the property that is not specifically allowed under this Agreement or by written consent of City. User shall not identify City as a responsible party to anyone that may occupy or enter upon the Property.

12. **ACCEPTANCE OF PREMISES.** User accepts the Premises in its present condition, AS IS and with all faults. User acknowledges that City makes no warranty as to the safety or fitness of the Premises. City shall not be required to perform, pay for or be responsible for any work to ready the Premises for User's use or any other work.
13. **COST OF OPERATION.** User agrees that the entire cost of operations shall be User's sole obligation, except for any operation or maintenance costs arising exclusively from activities of City.
14. **CARE OF THE PREMISES.** User shall leave the Premises in substantially the same condition as when first possessed by User. City shall present a written claim for any damages to the Premises. User understands and agrees that it shall be solely responsible for paying for all damages to the Premises and any property on the Premises during its use of the Premises. User may not make any improvements or changes to the Premises. User shall notify City immediately about any damage, injury or accident that occurs on the Premises.
15. **CITY'S OTHER RIGHTS.** In addition to all other rights provided herein or by law, City shall have the right to enter upon the Premises at all times for any purpose, to assign its rights under this Agreement, or to mortgage or pledge the Premises as security to a lender, in which event the User will subordinate its rights as may be reasonably necessary to accommodate the security interest of the lender. In any event, this Agreement shall continue in full force and effect unless terminated according to the terms hereof.
16. **PHOTOGRAPHY.** User agrees that City may photograph or otherwise record images or likeness of the Activity and use the photograph or images in its advertising and for other purposes without compensation to User.
17. **INSURANCE.** User shall secure and maintain during the Agreement general liability and property damage insurance that shall protect User, City and City's representatives from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage claims arising from operations under this Agreement. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate and shall be named as a Certificate Holder. The minimum commercial general liability insurance shall be as follows:
 - i. Comprehensive general liability insurance for injuries, including accidental death, to any

one person in any one occurrence in an amount not less than \$717,100 Dollars.

- ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,455,900 Dollars.
- iii. Broad form property damage insurance in an amount not less than \$286,900 Dollars.

If User is a government entity, it may be self insured but shall cover all damages as listed above. The insurance requirement shall not be construed as limiting User's liability.

18. **INDEMNITY.** Neither the City, its agents, elected officials, officers, employees, nor representatives shall be liable for any loss, damage, injuries or other casualty of whatsoever kind or whomsoever caused to the person or property of anyone, including User, on or off the Premises, arising out of or resulting from User's, User's employees', agents', Users', volunteers', attendees', and invitees' use or possession of, or Activities on the Premises, or from defects in the Premises, either apparent or hidden. User for itself, its successors and assigns, hereby agrees to indemnify, defend and hold harmless City and its officers, agents, employees, contractors and volunteers from any and all liabilities, losses or damages and/or any and all claims, personal injury or otherwise, occasioned by or in connection with: (a) the activities or omissions of User and its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests and others, including assignees; and (b) City's performance under this Agreement. This indemnification requirement includes indemnification for claims of attorney's fees, court costs and litigation expenses of all types and amounts. In the event of any such claims made or suits filed against City, City shall give User written notice. User agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, User agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the User, jointly or severally.
19. **TERMINATION.** This Agreement may be terminated prior to the expiration of its term upon the happening of any of the following events:
- a. User gives written notice to City. If User terminates this Agreement thirty (30) days or less prior to the scheduled date of the event, the security/cleaning deposit shall not be refunded.
 - b. User breaches any of the covenants or provisions herein, including the failure to pay fees or any other monetary sums required under this Agreement.
 - c. User fails to comply with any laws, rules, regulations, ordinances, or policies.
 - d. City or User is unable to perform its obligations under the terms of this Agreement due to the acts of (a) third parties, other than those hired by or affiliated with the City or User; (b) an Act of God; or (c) some other force majeure; it is hereby stipulated that no claim shall be made against the other party for damages.
 - e. The City may terminate this Agreement for any reason, at any time, as it sees fit. If City terminates this Agreement without cause, all fees shall be returned. City's liability to User or others for damages, direct or consequential, which may result from City's cancellation of this Use Agreement, is limited to the fees charged in this

Agreement.

- 20. **EARLY TERMINATION.** Upon early termination, User shall immediately end its Activity and vacate the Premises. Failure to leave immediately upon notice shall be deemed a criminal trespass.
- 21. **COMPLIANCE WITH LAWS.** User and its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests and others, including assignees, shall comply with all State and Federal laws, City and County ordinances, including but not limited to environmental laws and regulations and business licensing laws.
- 22. **NOTIFICATION.** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows, unless written notification has been provided designating a different individual or address for notices:

CITY:	City of St. George	USER:	A.R.T.S. Inc
	175 East 200 North		1812 West Sunset Blvd
	St. George, Utah 84770		St. George, Utah 84770
Attention:	Karen Roundy	Attention:	Stephen Lambert
- 23. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
- 24. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
- 25. **SUCCESSORS AND ASSIGNS.** User shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
- 26. **NON WAIVER.** No failure by any party to insist upon the strict performance of any

covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other breach.

27. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the City and User, and no statement, promise or inducements made by either party or agents for either party, which are not contained in this written agreement or in the attachments, shall be binding or valid, and this Agreement may not be enlarged, modified, or altered, except in writing signed by both the City and User.
28. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
29. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
30. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
31. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
32. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
33. **AUTHORIZATION.** The parties hereto have subscribed their names through their proper officers duly authorized as of the day and year first above written.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective from this 23 day of August, 2017.

CITY: City of St. George

USER: A.R.T.S. Inc.

Michael Randall
Jonathan T. Pike, Mayor *Pro Tem*
Michelle Randall

[Signature]
Stephen Lambert

ATTEST:

Christina Fernandez
Christina Fernandez, City Recorder



APPROVED AS TO FORM

Paula Houston
Paula Houston, Deputy City Attorney

EXHIBIT A

For Use Agreement for City Property

Description of the portion of the Premises to be used under this agreement and
a detailed description of the Activity to be held on the Premises.

1. Estimated attendance: 2000.
2. Pride Festival

CITY OF ST GEORGE

RECH#: 01860089 8/21/2017 1:29 PM
 TRAN: 89.0000 LICENSES
 OPER: LIC TERM: 035
 REF#: 1377

Date Received Application: 7/31/17 Permit No: 00041617
 Insurance Received: 9/18/17 Date Issued: 9/11/17

APPROVALS:
 City Manager: CE
 Date: 9/16 TENDERED: 150.00
 APPLIED: 150.00
 Fire: CHANGE Date: 0.00
 Conditions of approval: SEC 82117
 Police: Please see the Security Plan Request Application for approval and conditions.
 Other Staff Approval: [Signature]
 Date: 9/11/17

150.00CR
 1 CHECK(S)

SPECIAL EVENT PERMIT APPLICATION
 CITY OF ST. GEORGE



City of St. George Special Events
 175 East 200 North
 St. George, UT 84770

Phone: 435- 627-4712
 E-mail: karen.roundy@sgcity.org

TYPE OF ACTIVITY check all that apply:

<input type="checkbox"/> Cycling	<input type="checkbox"/> 5K	<input type="checkbox"/> Training Event	<input checked="" type="checkbox"/> Festival
<input type="checkbox"/> Film Production	<input type="checkbox"/> Parade	<input type="checkbox"/> Sporting	<input type="checkbox"/> 10K
<input type="checkbox"/> Outdoors Sales	<input type="checkbox"/> Fun Run	<input type="checkbox"/> Dance	<input type="checkbox"/> Other
<input type="checkbox"/> Block Party	<input type="checkbox"/> Religious		

Please print or type

EVENT NAME: PRIDE Festival

1. Location of Event: Towne Square

2. Name of Organization: A.R.T.S. Inc

3. Date (s) of Event: Sept 15, 2017 Start Date: 9-16 Start Time: 15R 6pm
16L 9am

4. EVENT DETAILS

Event	Date(s): <u>9/16</u>	Start time: <u>3pm</u>	End time: <u>10pm</u>
Set-up	Date(s): <u>9/16</u>	Start time: <u>9am</u>	End time: <u>3pm</u>
Clean-up	Date(s): <u>9/16</u>	Start time: <u>10pm</u>	End time: <u>11pm</u>
Is this a recurring event?	<u>Yes</u>	If yes; daily, weekly or other?	<u>Yearly</u>
Is this an Annual Event?	<u>Yes</u>	If yes; Same date and Place?	<u>NO</u>

5. PARTICIPANTS

Number of participants expected: 2000 Number of Volunteers/Event Staff: 36
 Open to the Public Private Group/Party
 If event is open to the public, is it: Entrance Fee/Ticketed Event? VIP Tickets Avail Fee for Participants/ Racers/Runners Only

6. APPLICANT INFORMATION

Name of Applicant: Stephen Lambert
 Address: 1812 W SUNSET Blvd # 3231-324
 Day Phone: 435-862-8886 Cell/Other: E-Mail: SLamberte@redmtm.com
 Mailing Address (if different):
 Event Web Address (if applicable): DISCOVERPRIDE.ORG
 Alternate Contact For Event: Cell Phone/Other:
 Cell/other: E-mail:

7. VENDORS/FOOD/ALCOHOL *check all that apply*

Vendors/Merchants Are Vendors Merchants Selling Products or Services? Yes No
 If yes, Temporary Sales Tax Numbers are required from State Special Event Tax Division 801-297-6303

Is Food available at the event Yes No

Is the food *(please check all that apply)*

Given away Catered by restaurants/Vendors Prepared on site

Events which have Food available must contact the SW Utah Health Dept., for approval 435-986-2580

Alcoholic Beverages will be available at the event Yes No

Please check applicable

Beer Stands Fenced in Beer Garden

Selling, Serving, Giving Away, Alcohol at an event requires City Council, City Business License and State Of Utah Department of Alcoholic Beverage Licensing for state approval 801-977-6800

8. TENTS/STAGES/STRUCTURES *(include details on site map)*

Tents/Pop-up Canopies Yes No How many Tents/Pop-up Canopies will be used for the event? 20-30

All Tents/Pop-up Canopies require Inspections from the SG Fire Department 435-627-4150

Dimensions of Tents/Pop-up Canopies: 10x10

Temporary Stage Dimensions:

Description of Tents/Canopies/Stage, etc.:

9. SITE SETUP/SOUND *check all that apply (please include details on site map)*

Fencing/Scaffolding

Barricades *(must obtain privately)*

Portable Sanitary Units *(must obtain privately)*

Music *if yes, check all that apply* Acoustic Amplified

PA/Audio System Type/Description:

Fireworks / Fire Performances / Open Flame

Requires approval from SG Fire Dept. (435) 627- 4150

Propane/Gas On site

Requires approval from SG Fire Dept. (435) 627- 4150

Trash/Recycle Bin coordination On Site

WCSW (435) 673-2813

10. ROAD & SIDEWALK USE *please include details on site map*

Will Roads & Sidewalks Be Used? Yes No

Are you requesting Road Closures? Yes No

An Encroachment Permit is required for Road Closures and Sidewalk Use. To obtain the permit, please contact SG City Public Works Dept., 435-627-4050

Road Use and Closure Location:

Sidewalk Use Location:

Will stay on sidewalks and follow pedestrian laws

Parade Location:

Number of Floats:

11. SECURITY/OTHER *please complete the Security Application for approval of Security*

12. Application fee is based on attendance as followed:

\$75.00 for attendance under 300

\$150.00 for attendance over 300

Total:\$

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the Permit.

Stephen Lambert
 Print Applicant's Name

[Signature]
 Applicants Signature

July 27, 2017
 Date

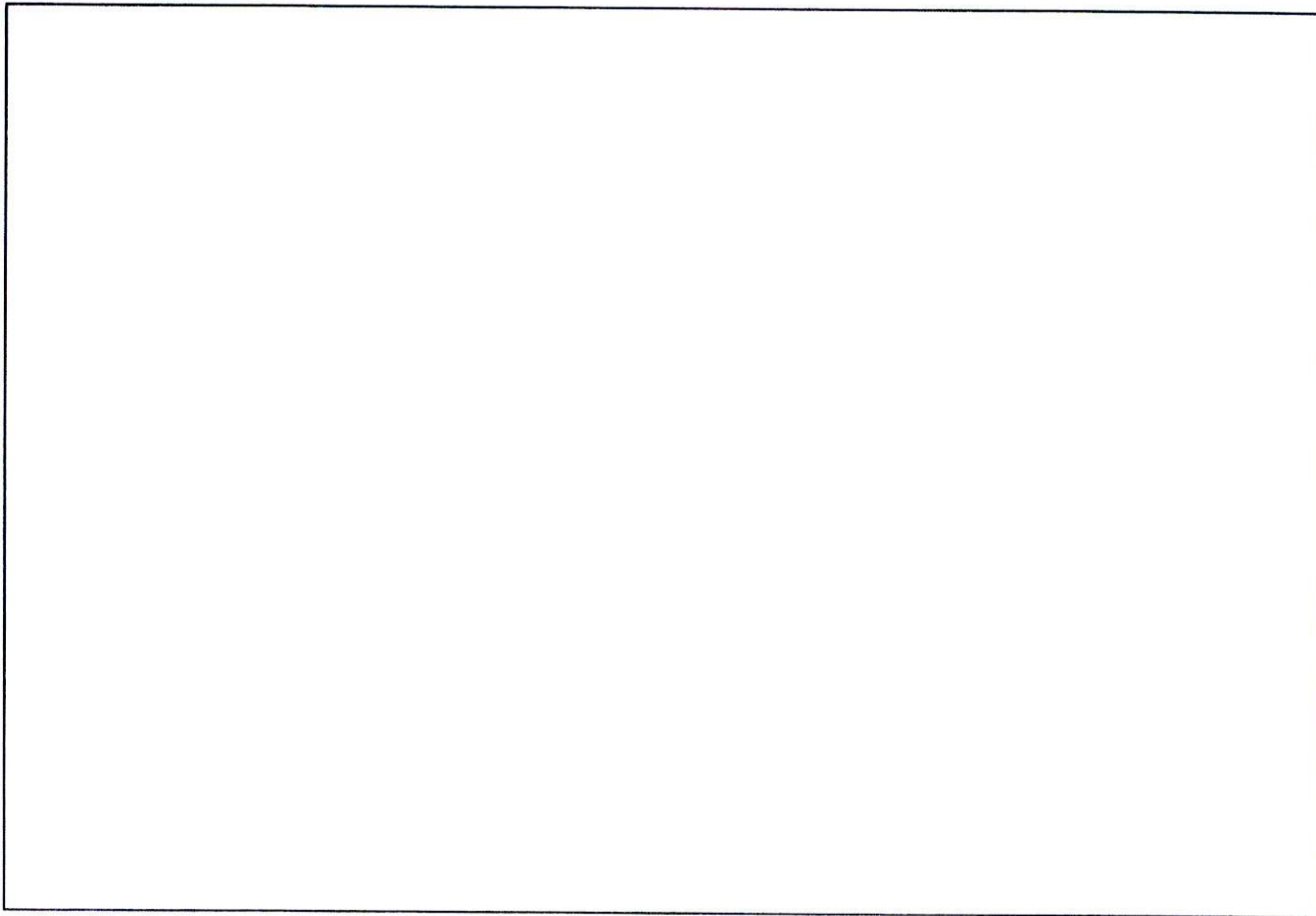
DETAILED SITE MAP

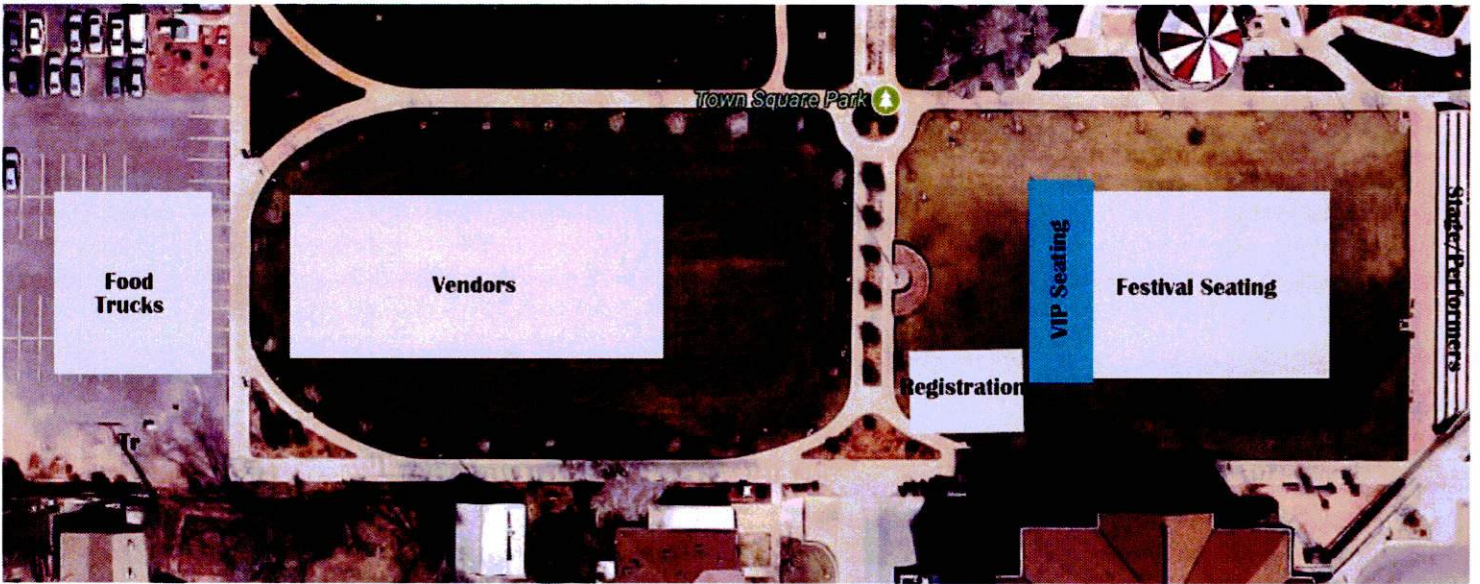
PLEASE INCLUDE OR ATTACH A DETAILED SITE PLAN AND/OR ROUTE MAP. COMPUTER OR HAND-DRAWN SITE PLANS ARE APPROPRIATE. *Be aware that if you are faxing a map, many elements may not be visible.*

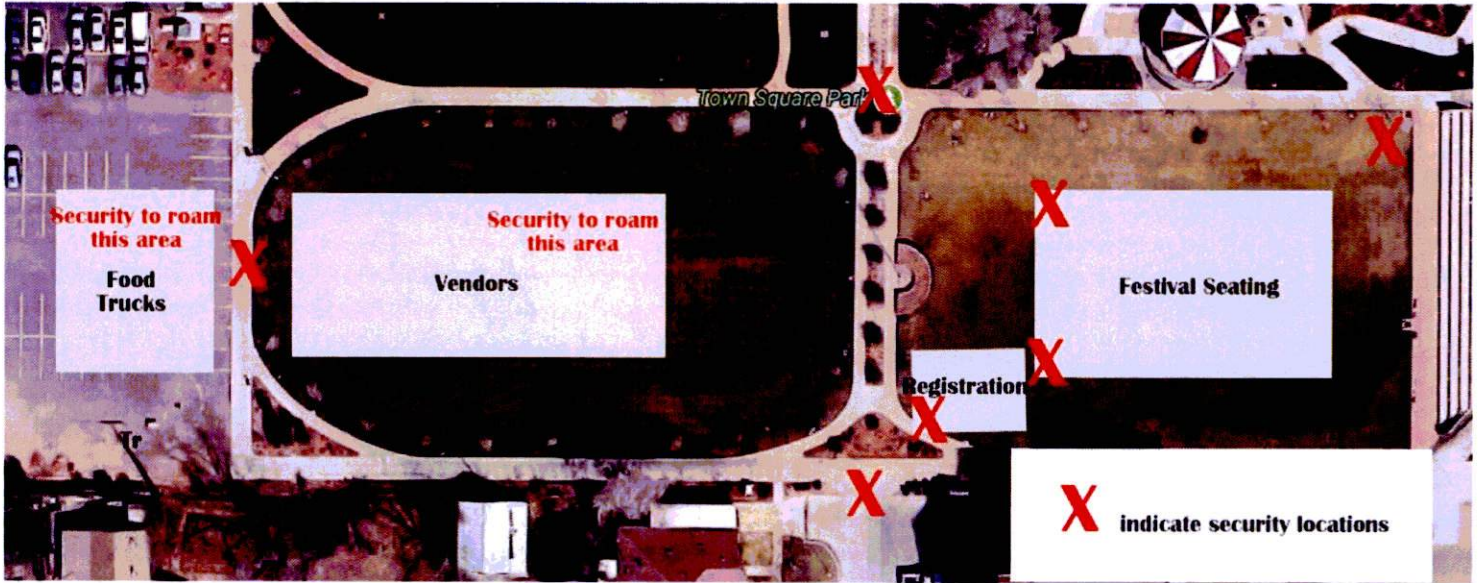
Your map should include:

- The names of streets, placement of barricades, and/or road closures
- The areas where participants and vendors/merchants will park
- Parade forming and disbanding areas, bleachers, etc.
- Vendor and booth placement, tables, etc.
- Portable Toilets, fencing
- Location of Security Personal, information booth, lost and found booth
- Stage, Tents and materials, storage, etc. used in the event.

North







VENDOR INFORMATION

Will provide by Sept 8th

Please provide the following information for all vendors. The sublicense fee for each vendor is \$5.00
 Special Event Tax Numbers are required for each Vendor. Those Vendors selling, giving away, or preparing food on site are required to obtain approval from the SW Heath Department.

Vendor Name	Phone Number of Vendor	Product or Service to be offered at Event	Payment \$5.00
<i>Attached</i>			

COMMENTS/REMARKS

below list of vendors are listed as additional insured on this policy:

- Affogato. - 280 N 340 E, Ivins, Utah 84738
- The Corn Dog Company- 3155 S Hidden Valley Dr #298, ST George Utah 84790
- Happy Belly - 2197 E 620 N, St George Utah 84770
- Cavedoll Industries - 1427 S Seminole Way, Washington Utah 84780
- Fern Teal Designs - 6239 Island Palm Ave, Las Vegas NV 89118
- Lambs Creations - 1360 N Dixie Downs Road #27, St George Utah 84770
- The Haili Hut - 1906 S. Bridle Circle, Washington, UT, 84780
- SUU Allies on Campus and Pride and Equality Club- 351 W University Blvd, Cedar City Utah
- Embody Massage- 230 n 1680 e Building T-1, St George, UT, 84790
- Southern Utah Community of Christ Congregation- St George Utah
- Mama Dragons Rachel Ellis - 2305 Julie Drive, Stanta Clara, Utah
- La Havana Cabana- PO Box 46116, Leeds, UT, 84746
- Tri-State HIV/AIDS Task Force - 823 Harrison Drive, St George, UT 84790
- Zeppes STG Food Truck - 1812 W Sunset Blvd #2, St George, UT, 84770
- Williams Services - 832 E Pioneer Circle, Washington, UT, 84780
- Equality Utah-175 W 200 S, 1004, SLC, UT 84101
- Scentsy-365 W 270 S, Ivins, UT 84738
- Asexuals of Utah-241 n 100 w, Logan, UT 84321
- Mama Dragons Neca D Allgood - 1996 Allison Way, Syracuse, Utah
- Matthew Jacobson Art - 2611 E. 620 N., St George, UT 84790
- NAMI South West- PO Box 2265, St George, UT 84771
- Paul White - 1032 EAST 100 SOUTH ROOM 314, St George, UT 84770
- Planned Parenthood- 595 S Bluff St, St George, UT 84770

SECURITY PLAN APPROVAL REQUEST FORM

All questions must be answered completely or application will not be considered. Please allow TEN (10) days for approval. (Together with this application please provide a written security plan, include names of all security personal.)

EVENT NAME: Discover PRIDE Southern Utah
Event Location: Towne Square
Type of Event: Festival
Date of Event: September 16, 17 **Hours of Event:** 3-10
Number of Expected Attendance: 1000+ **Occupancy Load:** 4000?
Name of Applicant: Stephen Lambert
Address: 1812 W. SUNSET BLVD # 1-253
Day Phone: 435-652-5771 **Cell/Other:** 435-862-8876
E-mail: Stephen@SOUTHPRIDE.GRQ

- Security Personal must be 21 years old or older;
- A Security Director must be onsite at all times with a cell phone;
- Shirts or Vests must look the same. "SECURITY" must be stated on the shirt or vest so it is visible to the public and the Police Department

- | | | |
|--|-------------------------|-----------------|
| <input type="checkbox"/> Police Officers | 2 Police Officers per | 1 to 300 People |
| <input type="checkbox"/> Security Officers in Uniform | 3 Security Officers Per | 1 to 300 People |
| <input checked="" type="checkbox"/> Private Citizens in Security Shirts or Vests | 4 Private Citizens per | 1 to 300 People |

Name of Security Contact: ZANE Smith **Cell Number:** 801-301-6432

E-mail: zsmith1985@live.com

Comments:

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of the Special Event Permit. I also understand that the Police Department may require additional information as permitted by Ordinance, and also agree to supply the same.

Applicant Signature:  **Date:** 8-1-2018

Received Date:	Permit No:
Police Approved:	Date Issued:
Approval with Comments:	



Karen Roundy <karen.roundy@sgcity.org>

Pride Festival

2 messages

Karen Roundy <karen.roundy@sgcity.org>
To: Kyle Whitehead <kyle.whitehead@sgcity.org>

Wed, Aug 23, 2017 at 10:01 AM

Captain,

The event organizer for the Pride Festival on September 16th was in the office today asking if we will require officers to be in attendance at the event. Did you have a chance to review this application and determine if officers will be required? The event organizer would like to at least have a police presence if not having officers at the event for the entire time. I'm attaching a copy of the application for your review. Let me know what you will require so that I can respond to him on this event.

Thanks,
Karen Roundy
Development Supervisor
St. George City
(435)627-4712

 **Pride Festival 9 16.pdf**
5309K

Kyle Whitehead <kyle.whitehead@sgcity.org>
To: Karen Roundy <karen.roundy@sgcity.org>

Wed, Aug 23, 2017 at 10:54 AM

I don't see any need for police. If they want to hire officers, let them know the \$55 per hour, minimum 2 hours. Officers will know about the event and extra patrol it as they have time.

Kyle Whitehead
Patrol Captain | Police Department
Office: (435) 627-4315



[Quoted text hidden]

SECURITY PLAN INFORMATION

1. Please list the names of the security personal, age, and cell phone number:

First	Last	Age	Cell Phone Number
See Attached			

2. Please indicate the number of security personal that will be roaming on the premises of the event: _____.

3. Please provide a detailed security plan:

Security volunteers will be placed at certain locations as well as roam the event looking for safety issues. There will be a safety meeting prior to the event to discuss details. Bright colored T-Shirts will be provided to indicate who is a part of the detail

4. Please mark on the site plan the locations of each security person.

See Attached

First and Last Name	City/Town	Email Address	Phone Number	Age Category
Miriah Elliott	Ivins	miriah@tsorenson.net	801-891-4147	21+
Lisa Welch	Saint George	lwelch@dixie.edu	(435) 668-9336	21+
Joseph Wasden	Las Vegas	joseph.wasden@gmail.com	(435) 632-1233	21+
Darin Peterson	West Jordan	dlpetey@gmail.com	(801) 232-3453	21+
Zoe Meisner	St. George	zambam2@hotmail.com	(435) 592-3625	21+
Karson Huffman	Las Vegas	huffman.karson@gmail.com	(702) 547-4988	21+
Chris Gans	St. George	chrisingans51@gmail.com	862-9005	21+
Robert Edwards	Ivins	bobby@squattypotty.com	(435) 817-8296	21+
Bryan Burton	Cedar City	Bryanburton@suu.edu	(909) 438-8480	21+
Brian Funk	Ivins	trussflyer1@aol.com	(435) 772-6225	21+
Heather Gans	St George	heathergans72@gmail.com	(435) 680-5613	21+
Donna MacBean	St. George	djackbean@hotmail.com	435-313-4725	21+
Sharon Titus	Salt Lake City	sharontitus7@yahoo.com	(801) 755-1153	21+
Erin Plumb	Hemet	erinmarie64@gmail.com	(951) 233-2106	21+
Sophie George	St George	sophiegeorge000@gmail.com	(734) 272-2194	21+
McKenna Schnaubelt	St. George	mckennalynne@gmail.com	(435) 862-5794	21+
CoCo James	Murray	coco.m.james@gmail.com	(801) 347-6094	21+
Jessa	Washington	sweetlyfreaky@gmail.com	(435) 817-2473	21+
Jeanette Langston	St George	jlangstonmt@gmail.com	(307) 699-3972	21+
Joanne Avery	Monticello	jfavery@hotmail.com	(928) 699-8043	21+
Erin O'Brien	St. George	orgidie@yahoo.com	435-773-2177	21+
Alicia Ray	St. George	aray484@gmail.com	(435) 225-2622	21+
Jennifer Kennedy	St George	jferkennedy@gmail.com	(435) 632-7942	21+
Silvia Kozlovska	Cedar City	silviak33@gmail.com	573-450-1403	21+
Ben Kirkby	Cedar City	bkirkby@suu.edu	928-607-8792	21+
Johnny MacLean	Cedar City	johnmaclean@suu.edu	(406) 544-7449	21+
Jayci Bash	Cedar City	jaycibash@suu.edu	801-440-1408	21+
Kelly Goonan	Cedar City	kellygoonan@suu.edu	(315) 415-2670	21+
Katie Englert	Cedar City	katieenglert@suu.edu	503-853-2185	21+
John Meisner	Hurricane	jameisner2@gmail.com	435-592-0832	21+
Kristopher Phillips	Cedar City	kristopherphillips@suu.edu	(616) 364-8045	21+
Jason Abraham	Saint George	jason@skyblaze.org	(435) 632-8462	21+
Kirstin Wasden	Las Vegas	kdwasden@gmail.com	(1435) 632-0643	21+
Ginger Myers	Ivins	gmyers@turnkeytec.com	(512) 663-3961	21+
Melissa Miller	St. George	miller.a.mel@gmail.com	(435) 703-0299	21+
Brandon Armstrong	Cedar City	brandonarmstrong@suu.edu	(435) 868-8651	21+
Cheri O'Ryan	Leeds	badgrl672002@gmail.com	760-468-2750	21+

Jennifer Kennedy	St George	jferkennedy@gmail.com	(435) 632-7942	21+
Tammy Young	St George	tamyong67@gmail.com	(928) 580-8418	21+
Linda Stay	St George	lindastay@gmail.com	435-674-0994	21+
Kim Funk	St. George	yukon25@aol.com	(435) 772-6212	21+
Casey Banner	St George	cbanner1@dmail.dixie.edu	(702) 606-1692	21+
Renee Walker	St. George	walkergirl331407@gmail.com	(435) 256-0163	21+
Zachary Funk	Ivins	zacharyfunk@me.com	(917) 701-0871	21+
Debra Drummond	Salt Lake City	debratvs@gmail.com	(801) 358-5842	21+
Kris Johnson	Saint george	darkwolf361@gmail.com	(435) 817-6565	21+
Kat Puzey	Washington	kathern.puzey@gmail.com	(406) 672-6224	21+
Michelle Pugliese	St. George	mplea1212@gmail.com	(435) 633-0047	21+
Steven Stay	ST GEORGE	stevenstay@gmail.com	(435) 229-8005	21+
Lini Ieremia	Hurricane	liniieremia@gmail.com	(435) 236-0740	21+
Treesa Jerman	Hurricane	lazeebreeze@gmail.com	(435) 590-2231	21+
Dannette Moynier	Price	moynierfamily@emerytelcom.net	(435) 650-3013	21+
Talia beasley	Ivins	summerp09@hotmail.com	(801) 243-7015	21+
Brent Hunt	St. George	brent@softcell.com	(435) 705-1782	21+
Tricia Mower	St George	tcmower@msn.com	(801) 360-1215	21+
Ali Husselbee	Cedar City	aliciahusselbee@gmail.com	(435) 592-0917	21+



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2017

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 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 Dixie Leavitt Agency 115 North Main Street PO Box 1744 Cedar City UT 84720	CONTACT NAME: Carley Benson PHONE (A/C, No, Ext): (435) 586-9463 FAX (A/C, No): (435) 586-0609 E-MAIL ADDRESS: carley-benson@leavitt.com														
INSURED A.R.T.S. Inc., DBA Georgefest 368 Mall Drive C108 St George UT 84790	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Starr Indemnity & Liability Company</td> <td style="text-align: center;">38318</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Starr Indemnity & Liability Company	38318	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2016-2017

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		1000108720	12/2/2016	12/2/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
a	LIQUOR LIABILITY			BINDER	12/2/2016	12/2/2017	GENERAL AGGREGATE 1,000,000 EACH COMMON CAUSE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Pride Festival date of the event September 16, 2017 City of St. George is listed as an additional insured, Primary and Non Contributory coverage applies, Waiver of Subrogation applies

CERTIFICATE HOLDER

CANCELLATION

karen.roundy@sgcity.org City of St. George 175 East 200 North St. George, UT 84770	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 Dana Benson/DB
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COMMENTS/REMARKS

below list of vendors are listed as additional insured on this policy:

- Affogato. - 280 N 340 E, Ivins, Utah 84738
- The Corn Dog Company- 3155 S Hidden Valley Dr #298, ST George Utah 84790
- Happy Belly - 2197 E 620 N, St George Utah 84770
- Cavedoll Industries - 1427 S Seminole Way, Washington Utah 84780
- Fern Teal Designs - 6239 Island Palm Ave, Las Vegas NV 89118
- Lambs Creations - 1360 N Dixie Downs Road #27, St George Utah 84770
- The Haili Hut - 1906 S. Bridle Circle, Washington, UT, 84780
- SUU Allies on Campus and Pride and Equality Club- 351 W University Blvd, Cedar City Utah
- Embody Massage- 230 n 1680 e Building T-1, St George, UT, 84790
- Southern Utah Community of Christ Congregation- St George Utah
- Mama Dragons Rachel Ellis - 2305 Julie Drive, Stanta Clara, Utah
- La Havana Cabana- PO Box 46116, Leeds, UT, 84746
- Tri-State HIV/AIDS Task Force - 823 Harrison Drive, St George, UT 84790
- Zeppes STG Food Truck - 1812 W Sunset Blvd #2, St George, UT, 84770
- Williams Services - 832 E Pioneer Circle, Washington, UT, 84780
- Equality Utah-175 W 200 S, 1004, SLC, UT 84101
- Scentsy-365 W 270 S, Ivins, UT 84738
- Asexuals of Utah-241 n 100 w, Logan, UT 84321
- Mama Dragons Neca D Allgood - 1996 Allison Way, Syracuse, Utah
- Matthew Jacobson Art - 2611 E. 620 N., St George, UT 84790
- NAMI South West- PO Box 2265, St George, UT 84771
- Paul White - 1032 EAST 100 SOUTH ROOM 314, St George, UT 84770
- Planned Parenthood- 595 S Bluff St, St George, UT 84770

Sand Hollow Aquatic Center
 1144 N Lava Flow Dr
 St. George, UT 84770
 (435) 627-4585

St. George City Pool
 250 E. 700 South
 St. George, UT 84770
 (435) 627-4584

St. George Recreation Center
 285 So. 400 East
 St. George, UT 84770
 (435) 627-4560

St George-Parks Division
 390 N. 3050 E.
 St. George, UT 84790
 (435) 627-4530

FACILITY REGISTRATION

Name: Cody Ham
Address: 473 S. River Rd. #1181
 St George, UT 84790
Phone: (818) 720-2156

Facility: Town Square - 50 South Main St.
Facility Hours: 7:00AM to 10:00PM

Reservation: ~~09/16/17, Sat 7:00AM to 10:00PM.~~
 Gay Pride Festival

Estimated Attendance: 2000

Note: Please contact Karen Roundy the event specialist at 62...

RECEIPT NO: 610477

Fee: \$400.00

Discount: 0.00

Tax: 0.00

Amount Due: 400.00

Paid: Check 400.00

Balance: 0.00

Stephen Lamert email

STATEMENT OF AGREEMENT

The following is a check list of requirements needed to obtain a permit to use Town Square:

1. Certificate of Insurance: Users are required to provide a Certificate of Insurance - call Karen Roundy at 627-4712 for information regarding the insurance amounts needed for a special event.
2. Security - call Karen Roundy 627-4712 for more information.

*Sent email 7/20/17 Re: Alcohol
 No Alcohol — due to location issues & permitting issues.*

Signature _____

Date _____

Sand Hollow Aquatic Center 1144 N Lava Flow Dr St. George, UT 84770 (435) 627-4585	St. George City Pool 250 E. 700 South St. George, UT 84770 (435) 627-4584	St. George Recreation Center 285 So. 400 East St. George, Ut 84770 (435) 627-4560	St George-Parks Division 390 N. 3050 E. St. George, Ut 84790 (435) 627-4530
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FACILITY REGISTRATION

Name: Cody Ham
Address: 473 S. River Rd. #1181
 St George, UT 84790
Phone: (818) 720-2156
Facility: Town Square - 50 South Main St.
Facility Hours: 7:00AM to 10:00PM
Reservation: 06/10/17, Sat 7:00AM to 10:00PM
 Gay Pride Festival
Estimated Attendance: 2000
Note: Please contact Karen Roundy the event specialist at 62...

Changed to:
 10/14/17
 per Susan

RECEIPT NO:	610477
Fee:	\$400.00
Discount:	0.00
Tax:	0.00
Amount Due:	400.00
Paid: Check	400.00
Balance:	0.00

STATEMENT OF AGREEMENT

The following is a check list of requirements needed to obtain a permit to use Town Square:

1. Certificate of Insurance: Users are required to provide a Certificate of Insurance with a minimum limit of \$674,000 for one person in any one occurrence and \$2,308,400 aggregate. Limits for property damage are \$269,700 in any one occurrence. The City of St. George must be named as an additional insured. A copy of this Certificate of Insurance MUST be submitted to Parks & Business Lic.
2. Safety Inspection (Fire Marshall)
3. Security Plan approved by Capt. Rich Farnsworth (Police Dept.) 627-4306.
4. Encroachment Permit
5. Event Site Diagram
6. Parking Coordination
7. Sound Coordination

Signature _____

Date _____