

Exhibit 4

CITY OF ST. GEORGE

REC#: 02166772 8/29/2018 4:37 PM
 TRAN: 89.0000 LICENSES

Date Received Application: 7/31/18 Permit No: 20041617
 Insurance Received: 9/20/18 Date Issued: 9/20/18

APPROVALS: TERM: 075
 City Manager: Adam L
 Date: 8/18/18
 Fire: TENDERED Date: 150.00
APPLIED: 150.00-
 Conditions of approval: SEC 8/1/18 0.00
 Police: Please see the Security Plan Request Application for approval and conditions.
 Other Staff Approval: JMC
 Date: 9/20/18

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: Vernon Worthen Park
2. Name of Organization: A.R.T.S. INC / PRIDE of Southern Utah
3. Date (s) of Event: 9/22/2018 Start Date: Start Time: 8:00 AM

4. EVENT DETAILS

Event	Date(s): <u>9/22</u>	Start time: <u>3 pm</u>	End time: <u>10 pm</u>
Set-up	Date(s): <u>9/22</u>	Start time: <u>9 AM</u>	End time: <u>3 pm</u>
Clean-up	Date(s): <u>9/22</u>	Start time: <u>10 pm</u>	End time: <u>11 pm</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: 2000-4500 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? Fee for Participants/Racers/Runners Only will will HAVE vip seating available at a charge

6. APPLICANT INFORMATION

Name of Applicant: Stephen Lambert
 Address: 1812 W. Sunset Blvd # 1-324
 Day Phone: 435-862-8826 Cell/Other: E-Mail: SLambert@RedMTN.com
 Mailing Address (if different):
 Event Web Address (if applicable): PRIDEofSouthernUtah.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: 8x12

Description of Tents/Canopies/Stage, etc.: Tents are for vendors. Staging is for performers

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 - Food trucks on street & curb

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 26, 2018
Date

EVENT DESCRIPTION

PLEASE DESCRIBE YOUR EVENT IN DETAIL ADD ANY ADDITIONAL INFORMATION OR PAGES

- Please be sure to include any elements of your event that will help with the approval of the event.

This is a festival.

There will vendors & food trucks.

We will have live entertainment throughout the evening.

We would like to have a childrens area with inflatables if allowed. Please advise.

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



See Attached

VENDOR INFORMATION

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>Will have</i>			
<i>3 week prior</i>			
<i>see Attached</i>			

Business Name	Email Address
Washington County Democratic Party	gdjustice57@gmail.com
Jerilyn Pool Designs Stuff and Things	iam@jerilynpool.com
St. George Academy	jjensen@stgacademy.org
Havana Cabana	Lahavanacabana@gmail.com
DSU LGBTQ+ Resource Center	katie.perkins@dixie.edu
American Foundation for Suicide Prevention	tami.mccloughan@gmail.com
Earth N Ocean Essentials	cherrycola39@gmail.com
Ups-pda	Jscottam@yahoo.com
Encircle Family and Youth Resource Center	ingrid@encircletogether.org
ACLU of Utah	rappel@acluutah.org
Youth Futures	kwhipple@yfut.org
Dixie LGBTQ Teen Alliance	dixielgbtqteen@gmail.com
Washington County Library System	molly.dewolff@washco.lib.ut.us
Embody Massage	little.kendallg@gmail.com
The Corndog Company LLC	thecorndogcompany2013@gmail.com
Zeppes STG Food Truck	truck@zeppesice.com
williams services corp	rentonwilliams@yahoo.com
	iam@jerilynpool.com
Molly DeWolff	hycall@live.com
University of Utah LGBT Resource Center	Mollydewolff@gmail.com
Happy Belly	chole7787@gmail.com
Mama Dragons	rachel@ellishome.org
DOVE Center	hollie@dovecenter.org
Red Cliffs Mall	bsieverts@sathelm.com
El Senor T Taco Truck	serranito2000@msn.com
Renaissance Recovery	jamesrwallace89@gmail.com
Danielle's jewelry and gifts	Daniellesjewelryandgifts@gmail.com
Senegence/LipSense	Lipbossutah@yahoo.com
Grace Episcopal Church	mburchstead@centurylink.net
Kaelin's Kettle	dunerdawg@msn.com
SOUTHERN UTAH HIV TASK FORCE	d00221343@dmail.dixie.edu
Planned Parenthood Association of Utah	surfdixie@gmail.com
The Doctors' Volunteer Clinic	justincforsyth@gmail.com

Sales Tax Number	EIN	Address	City	State/Prd
NA	NA	PO Box 774	St. George	UT
541-19-5779	541-19-5779	2962 West 730 North	Provo	UT
N/A	47-1905145	380 E 3090 S	Washington	UT
14016900006stc	47-3411134	P.O. Box 461161	Leeds	UT
N/A	N/A	225 South University Ave.	St George	UT
tax id# 13-3393329	N/A	9257 Mountain Iris Way	West Jordan	UT
529 73 1216	529 73 1216	783 W. Sunset Mesa Drive	Washington	UT
Na	Na	3094 nannyberry st	St George	UT
14345454-006-STC	81-2938209	91 W 200 S	Provo	UT
87-0439810	87-0439810	355 North 300 West	Salt Lake City	UT
N/A	45-3245622	340 E. Tabernacle St	St. George	UT
n/a	82-5251134	1861 S Summerfield Ln	Washington	UT
12125513002	87-6000315	88 W 100 S	St. George	UT
NA	81-3490599	230 N 1680 E Building T-2	Saint George	UT
14345376-004	81-4056319	3155 S Hidden Valley Dr Unit 298	SAINT GEORGE	UT
13315608-004-STC	46-2034018	1294 E 1710 S	St. George	UT
12284444002	200902485	832 east pioneer cir	washington	UT
1234567	300-15502987	1134 N 170 E	Hurricane	UT
11874443002STC	87-6000525	200 S. Central Campus Drive Rm. 40	Salt Lake City	UT
519-59-5942	519-59-5942	2197 E 620 N	St George	UT
14723248	82-5393053	2305 Julie Drive	Santa Clara	UT
11944303-002 STC	87-0529095	1240 E 100 S, Bldg 22, #221	St George	UT
X	X	1770 E. Red Cliffs Dr suite 114	St George	UT
12105596-006-SSE	81-1147492	284 W Pebble Dr	Washington	UT
NA	NA	491 E Riverside Dr Suite 1A	Saint George	UT
529199273	529199273	679 E 5020 N	Enoch	UT
528333563	X	585 n westridge dr	Saint George	UT
N/A	N/A	1072 East 900 South	St George	UT
N/A	N/A	421 E. Mangum	Washington	UT
X	X	1036 E Riverside Dr	St George	UT
870288909	no	654 S 900 E	Salt Lake City	UT
?	87-0645898 (Tax ID)	1036 E Riverside Drive	Saint George	UT

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: PRIDE of Southern UTAH Festival
 Event Location: VERNON Worthen Park
 Type of Event: Festival
 Date of Event: September 22, '18 Hours of Event: 3-10 pm
 Number of Expected Attendance: 1k-2k Occupancy Load: 4000
 Name of Applicant: Stephen Lambert
 Address: 1812 W. Sunset Blvd #1-324
 Day Phone: 435-862-8876 Cell/Other: SAME
 E-mail: Stephen@PrideofSouthernUtah.org

- 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 checked="" 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: Lewie Benson Cell Number: 435-879-1550
 E-mail: lewiebenson@gmail.com

Comments:

Last year we have several volunteers work security as well as 2 officers. It was perfect.

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: [Signature] Date: 7/24/2018

Received Date:	Permit No:
Police Approved: <u>[Signature]</u>	Date Issued: <u>8/1/18</u>
Approval with Comments: <u>No issues identified. Thinking about hiring 2 officers.</u>	

Will get back to me.

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: _____.

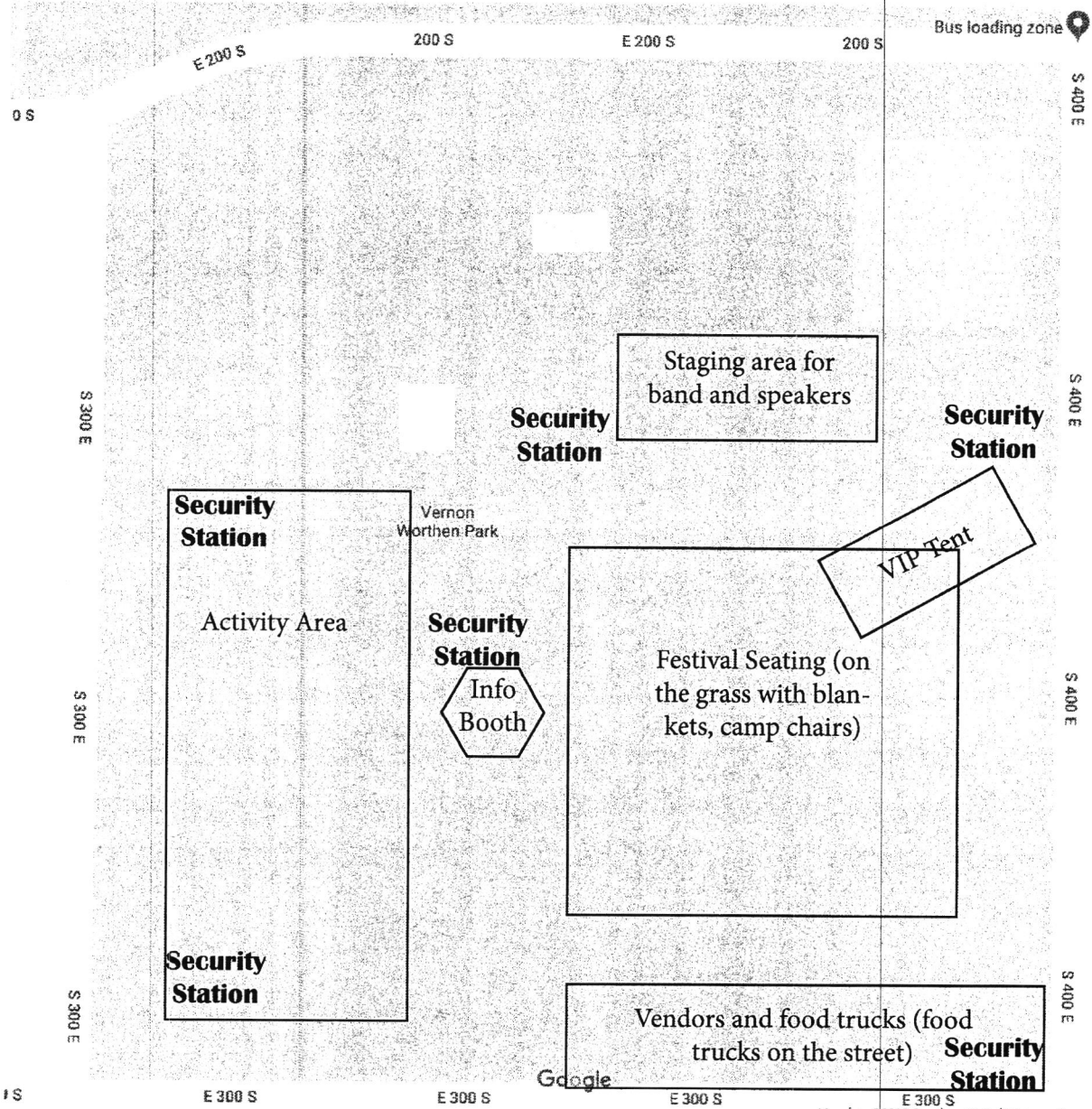
3. Please provide a detailed security plan:

Security volunteers will be placed at certain & specific locations as well as roam the event looking for safety issues. there will be a safety meety prior to the event to discuss details. T-Shirts will be provided with the word SECURITY written on the back

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+





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2018

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: Dana Benson PHONE (A/C, No, Ext): (435) 586-9463 FAX (A/C, No): (435) 586-0609 E-MAIL ADDRESS: dana-benson@leavitt.com														
INSURED A.R.T.S. Inc. DBA: Georifest 307 North Main St George UT 84770	<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 F:															

COVERAGES CERTIFICATE NUMBER: 18-19 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 SUBR INSD 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 OTHER:	<input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1000110063	3/1/2018	3/1/2019	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 Liquor Liability \$ 1,000,000												
	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) \$ \$											
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
PER STATUTE	OTH-ER																	
E.L. EACH ACCIDENT		\$																
E.L. DISEASE - EA EMPLOYEE		\$																
E.L. DISEASE - POLICY LIMIT		\$																

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 22, 2018 City of St. George is listed as an additional insured, Primary and Non Contributory coverage applies, Waiver of Subrogation applies

CERTIFICATE HOLDER karen.roundy@sgcity.org City of St. George 175 East 200 North St. George, UT 84770	CANCELLATION 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:

- ACLU of Utah, - 355 North 300 West, SLC, UT 84103
- American Foundation for Suicide Prevention, - 9257 Mountain Iris Way, West Jordan, UT 84081
- Danielle's jewelry and gifts, : 679 E 5020 N, Enoch, UT 84721
- Dixie LGBTQ Teen Alliance, - 1861 S Summerfield Ln, Washington, UT 84780
- Dove Center, 1240 E 100 S, Bldg 22, #221, St George, UT 84790
- DSU LGBTQ+ Resource Center, - 225 South University Ave., St George, UT 84770
- Earth N Ocean Essentials- 783 W. Sunset Mesa Drive, Washington, UT 84780
- Embody Massage, -: 230 N 1680 E Building T-2, St George, UT 84770
- Encircle Family and Youth Resource Center, - 91 W 200 S, Provo, UT 84601
- Grace Episcopal Church, vendor- 1072 East 900 South, St George, UT 84790
- Jerilyn Pool Designs Stuff and Things, 2962 West 730 North, Provo, UT 84601
- Kaelin's Kettle, Vendor- 421 E. Mangum, Washington, UT 84780
- Mama Dragons, vendor- 2305 Julie Drive, Santa Clara, UT 84765
- Molly DeWolff, 1134 N 170 E, Hurricane, UT 84737
- Planned Parenthood Association of Utah, 654 S 900 E, SLC, UT 84102
- Renaissance Recovery, 491 E Riverside Dr Suite 1A, St George, UT 84790
- SOUTHERN UTAH HIV TASK FORCE, 1036 E Riverside Dr, St George, UT 84790
- St. George Academy- E 3090 S, Washigton, UT 84780
- The Doctors' Volunteer Clinic, 1036 E Riverside Drive, St George, UT 84790
- University of Utah LGBT Resource Center, 200 S. Central Campus Drive Rm, slc, UT 84112
- Ups-pda, - 3094 nannyberry st, St George, UT 84790
- Washington County Library System, - 88 W 100 S, St George, UT 84770
- Youth Futures, - 340 E. Tabernacle St, St George, UT 84770
- DEMOCRATIC OFFICE - PO Box 774, St George Utah 84771
- El Senor T Taco Truck- 294 W Pebble Drive, Washington Utah 84780
- Happy Belly- 948 e 3190 s, ST George, UT 84790
- LipSense/Korri Whipple - 585 N Westridge Drive #30. St George Utah 84770
- Red Cliffs Mall- 1770 E Red Cliffs Drive Suite 114, St George Utah
- The Corndog Company- 3155 S Hidden Valley Dr. #298, St George, UT 84790
- Williams Services Corp. - 832 East Pioneer Circle, Washington Utah 84780
- Zeppe's- 1812 W Sunset Blvd #2, St George, UT, 84770

COMMENTS/REMARKS

- La Havana Cabana- PO Box 46116, Leeds, UT, 84746

Additional Named Insureds

Other Named Insureds

Georgefest

Doing Business As



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2018

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 have ADDITIONAL INSURED provisions or 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 Cossio Insurance Agency P.O. Box 5987 Greenville, SC 29606	CONTACT NAME: Larry Cossio PHONE (A/C, No. Ext): (864)688-0121 FAX (A/C, No.): E-MAIL ADDRESS: brittany@cossioinsurance.com														
INSURED Funtime Inflatables and More LLC 48 West Sunbow Street Cedar City, UT 84721	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td>INSURER B: Berkley Life & Health Insurance Company</td> <td>64890</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: Nationwide Mutual Insurance Company	23787	INSURER B: Berkley Life & Health Insurance Company	64890	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES CERTIFICATE NUMBER: 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	SUBR	NSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					FWC0000028595200	01/06/2018	01/06/2019	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:									MED EXP (Any one person)	\$ Excluded
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:								GENERAL AGGREGATE	\$ 5,000,000	
	AUTOMOBILE LIABILITY								PRODUCTS - COMPROP AGG	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO								Participant Acc Med	\$ 10,000	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS								COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY								BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR								BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE								PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$									\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY									\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				N/A				PER STATUTE OTH-ER	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. EACH ACCIDENT	\$	
B	Accident Medical					PAI L01200R179302	01/06/2018	01/06/2019	E.L. DISEASE - EA EMPLOYEE	\$	
									E.L. DISEASE - POLICY LIMIT	\$	
									Deductible	\$100	
									Benefit Maximum	\$500,000	
									Benefit Period	52 Weeks	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Party Equipment Rentals Operations located at 48 West Sunbow Street Cedar City, UT 84721. Certificate Holder is listed as additional insured per form CG2011. The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured. Amusement devices on file with the company for special event(s) dated 9/18/2018 to 1/06/2019 located at various park through the City of St. George, UT 84770. City of St. George is listed as additional insured with respect to Funtime Inflatables and More LLC's participation in different events held between 9/18/2018 and 1/06/2018 in the City of St. George. The City of ST. George is Primary & Non Contributory for on going and completed operations; a waiver of subrogation applies in favor of the City of St. George. A 30 day Notice of Cancellation will be provided should any of the above described policies be cancelled.

CERTIFICATE HOLDER City of St. George 175 East 200 North St. George, UT 84770	CANCELLATION 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 <div style="text-align: right; margin-top: 20px;"> </div>
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Policy Number: FWC0000028595200

COMMERCIAL GENERAL LIABILITY

This endorsement changes the policy. Please read it carefully.

Primary Insurance – Additional Insured

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, a. the following is added:

Coverage afforded under this Policy is primary insurance and OTHER INSURANCE shall not apply as respects to the additional insured named below, however this insurance does not apply to the sole negligence of such additional insured. Further, we will have no duty to defend such additional insured against any suit to which this insurance does not apply.

Additional Insured:

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

POLICY NUMBER: FWC0000028595200

COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): City of St. George 175 East 200 North St. George, UT 84770
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: FWC0000028595200

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

USE AGREEMENT

User's Name: Stephen Lambert
Organizations Name: ARTS Inc
User's Phone: (435) 862-8876
Address: 1812 W Sunset Blvd #I-324 St. George, Utah 84770
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 Vernon Worthen Park located at 300 South 400 East, 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: September 22, 2018 3:00p.m. 11:00p.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:

<p>CITY: City of St. George 175 East 200 North St. George, Utah 84770 Attention: Karen Roundy</p>	<p>USER: ARTS Inc 1812 West Sunset Blvd #I-324 St. George, Utah 84770 Attention: Stephen Lambert</p>
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- 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
____ day of _____, 2018.

CITY: City of St. George

USER: ARTS, Inc

Jonathan T. Pike, Mayor

Stephen Lambert

ATTEST :

Christina Fernandez, City Recorder

APPROVED AS TO FORM

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: 1,500 to 2,000.**
2. **Pride Festival**

NOTICE:
THIS LICENSE MUST BE POSTED
IN A CONSPICUOUS PLACE

CITY OF ST. GEORGE
175 E 200 N
ST. GEORGE, UT 84770

LICENSE NO.: 00041617
DATE ISSUED: 9/22/2018
EXPIRES: 9/22/2018

BUSINESS LICENSE

THIS CERTIFIES that the business or individual listed below is hereby granted a license to do business as stated at the specified business location for the year indicated on this certificate.

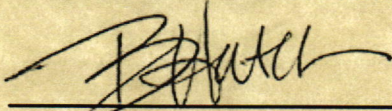


St. George

LICENSE YEAR: **2018**

BUSINESS OWNER: STEPHEN LAMBERT
BUSINESS LOCATION: VERNON WORTHEN PARK
TYPE OF BUSINESS: SPECIAL EVENT PERMIT

NAME: PRIDE FESTIVAL
TO: 1812 W SUNSET BLVD #I-324
ST GEORGE UT 84770



CITY LICENSE OFFICER

THIS LICENSE IS NOT TRANSFERABLE BETWEEN OWNERS AND/OR LOCATIONS