Exhibit 5

Case 4:23-cv-00044-DN-PK Document 54-5 Filed 06/09/23 PageID.529 Page 2 of 40 9/16/2019 12:16 PM Date Received Application: APPROVALS: Insurance Received: Date Issued: SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE Police: Please see the Security Plan Request Application for approval and conditions. City of St. George Special Events Phone: 435-627-4712 Other Staff Approval: 175 East 200 North E-mail: karen.roundy@sgcity.org 9/20/19 St. George, UT 84770 TYPE OF ACTIVITY check all that apply: Cycling 5K Training Event Festival Film Production Parade Sporting 10K Block Party Religious Outdoors Sales Fun Run Dance Other Please print or type EVENT NAME: 1. Location of Event: 2. Name of Organization: Start Date: 3pm Start Time: 9 pm 3. Date (s) of Event: 4. EVENT DETAILS Event Date(s): Start time: 3 End time: 9/21 Set-up Date(s): Start time: End time: Date(s): Clean-up 21 Start time: End time: Is this a recurring event? If yes; daily, weekly or other? Is this an Annual Event? If yes; Same date and Place? Yes 5. PARTICIPANTS Number of participants expected: Number of Volunteers/Event Staff: 1000-1500 Open to the Public Private Group/Party If event is open to the public, is it: Entrance Fee/Ticketed Fee for Participants/ Event? Racers/Runners Only HAVE A NOMBIAL SEE 6. APPLICANT INFORMATION Name of Applicant: Cell/Other: Mailing Address (if different): Event Web Address (if applicable): WWW. Prideof Southern

Penking

E-mail:

Cell Phone/Other:

Alternate Contact For Event:

Cell/other:

7. VENDORS/FOOD/ALCOHOL check all that apply Vendors/Merchants Are Vendors Merchants Selling Products or Services Temporary Sales Tax Numbers are required for the services of the services o	ices? 🔯 Yes 🗌 No
If yes, Temporary Sales Tax Numbers are required from State	e 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	(food Turky)
Events which have Food available must contact the SW Litz	ah Health Dept., for approval 435-986-2580
Account Deverages will be available at the event Yes Do No	
Please check applicable	
Selling, Serving, Giving Away, Alcohol at an event requires Of Utah Department of Alcoholic Beverage Licensing for st	City Council, City Business License and 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 Ca	anopies will be used for the event? 30-40
All Tents/Pop-up Canonies require Inspection	ns from the SG Fire Department 435-627-4150
Dimensions of Tents/Pop-up Canopies: 10×10 and 20×10	1
	<u> </u>
Description of Tents/Conscion/Street and Conscions:	
Description of Tents/Canopies/Stage, etc.: Tents Se vendors	STAGING DR PERGAMENT
9. SITE SETUP/SOUND check all that apply (please include details on site	
Fencing/Scaffolding	: map)
Barricades	
Portable Sanitary Units	(must obtain private
NI -	Company of the state of the sta
Music if yes, check all that apply Acoustic Amplified	(must obtain private
Music if yes, check all that apply Acoustic Amplified PA/Audio System Type/Description:	(must obtain private
PA/Audio System Type/Description:	
X PA/Audio System Type/Description: ☐ Fireworks / Fire Performances / Open Flame Requires ☐ Propane/Gas On site Requires	quires approval from SG Fire Dept. (435) 677-4150
PA/Audio System Type/Description: Fireworks / Fire Performances / Open Flame Re	quires approval from SG Fire Dept. (435) 627-4150 s approval from SG Fire Dept. (435) 627-4150
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PA/Audio System Type/Description:	quires approval from SG Fire Dept. (435) 627-4150 s approval from SG Fire Dept. (435) 627-4150 WCSW (435) 673-2813
PA/Audio System Type/Description: Fireworks / Fire Performances / Open Flame Requires Propane/Gas On site Requires Trash/Recycle Bin coordination On Site	quires approval from SG Fire Dept. (435) 627-4150 s approval from SG Fire Dept. (435) 627-4150 WCSW (435) 673-2813
PA/Audio System Type/Description:	quires approval from SG Fire Dept. (435) 627-4150 s approval from SG Fire Dept. (435) 627-4150 WCSW (435) 673-2813
PA/Audio System Type/Description: Fireworks / Fire Performances / Open Flame Re Propane/Gas On site Requires Trash/Recycle Bin coordination On Site	quires approval from SG Fire Dept. (435) 627-4150 s approval from SG Fire Dept. (435) 627-4150 WCSW (435) 673-2813
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PA/Audio System Type/Description: □ Fireworks / Fire Performances / Open Flame Requires □ Propane/Gas On site Requires □ Trash/Recycle Bin coordination On Site 10. ROAD & SIDEWALK USE please include details on site map □ Will Roads & Sidewalks Be Used? Yes No FOOMNOWS □ Are you requesting Road Closures? □ Yes No An Encroachment Permit is required for Road Closures and Sidewalk Use. To SG City Public Works Dept., 435-627-4050	quires approval from SG Fire Dept. (435) 627-4150 s approval from SG Fire Dept. (435) 627-4150 WCSW (435) 673-2813
PA/Audio System Type/Description: □ Fireworks / Fire Performances / Open Flame Requires □ Propane/Gas On site Requires □ Trash/Recycle Bin coordination On Site 10. ROAD & SIDEWALK USE please include details on site map □ Will Roads & Sidewalks Be Used? Yes □ No TOOMNOCKS □ Are you requesting Road Closures? □ Yes ☒ No An Encroachment Permit is required for Road Closures and Sidewalk Use. To SG City Public Works Dept., 435-627-4050 □ Road Use and Closure Location:	equires approval from SG Fire Dept. (435) 627-4150 s approval from SG Fire Dept. (435) 627-4150 WCSW (435) 673-2813 Or Must To obtain the permit, please contact
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3

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 with Entertainment, venders and food Trucks. We will also have a pet adoption area we will have a mainstyle with Line entertainment throughout the evening. We also will have a serund entertainment area with more low key music to coppee served. We are also planny a Dance area with a D. J. from 5-9

There will be a "kids area" with activities and infatables

We request that 300 South between 300 E. E 400 E as well as 400 E Between 300 S & 100 E. MANE NO Polking Signs placed so that we have Room for vondor & Food thucks. If the signs can be placed the Afternoon Be Some, state and parky from 9 pm on Sat. the 21th that would be ported.

September 19th, Toraquint: this is a family Pichik. We really no want to have a silent Dance Porty where those pointing Dancing will where headphones.

Solve Solve

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.

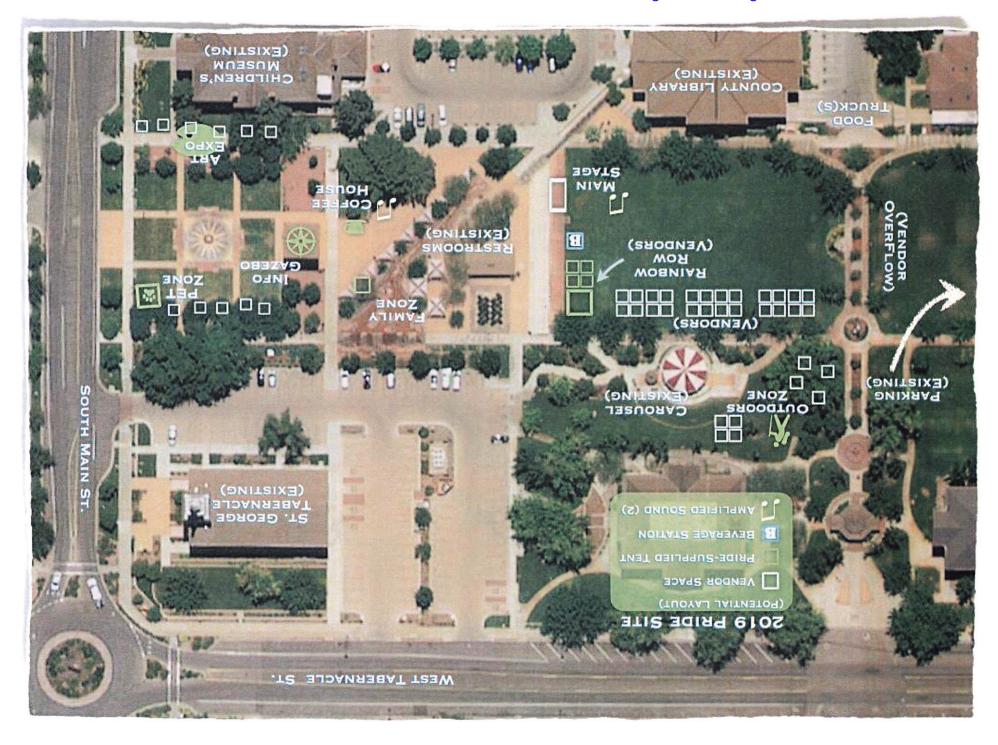
Your map should include:

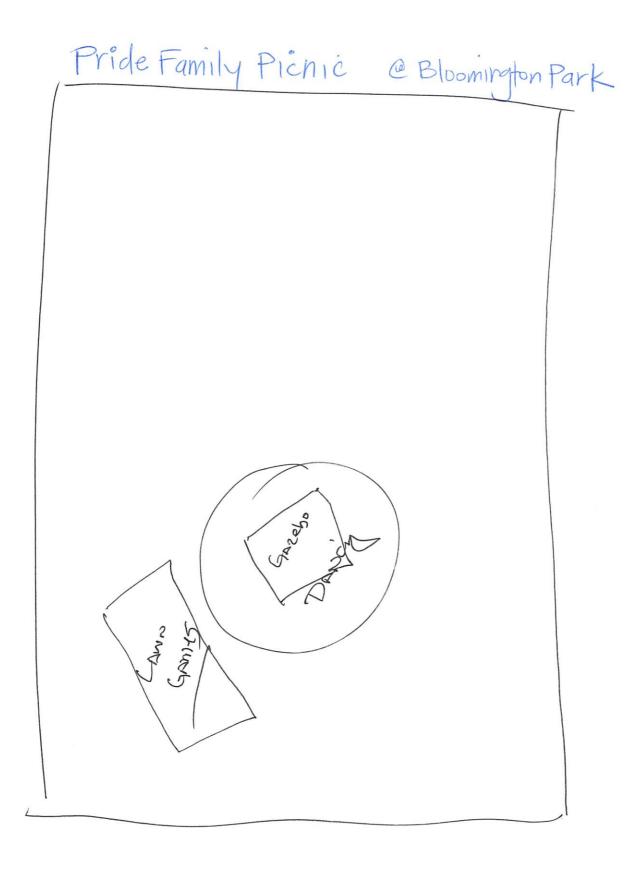
- The names of streets, placement of barricades, and/or road closures
- The areas where participants and vendors/merchants will park
- Parade forming and disbanding areas, bleachers, etc.
- Vendor and booth placement, tables, etc.
- Portable Toilets, fencing
- · Location of Security Personal, information 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
WILL PROVIDE			
WILL PROVIDE 3 weeks PRIOR			

Case 4:23-cy-00044-DN-PK Document 54-5 Filed 06/09/23 PageID 536 Page 9 of 40 For Tax Purposes: I Primary Contact Applicant Information Vendor Information Food Vendors: I am applying to be consider myself: Information Name Phone Number **Business Name** Sales Tax Number FIN Permit Number: Expiration t Response Response Name State DL# DÓB Phone Number 83-3327833 SAINT GEORGE SWEET ROLLED TACOS (435) 705-8909 SWEET ROLLED TACOS 14857989-003-STC SF-H41295 7/1/2022 Food Booth A vendor who is selling **DEVIN GRAFF** 169403371 07/16/1986 4357058909 items at Pride Angelique Leuga (435) 922-1421 Q on a Skew 83-4234096 83-4234096 Washington SF-H38857 03/31/2022 Food Booth A vendor who is selling Angelique Leuga 191550607 05/29/1988 4359221421 items at Pride Hanna Bramlage (702) 556-2483 Feellove Coffee 14905360004 833096250 St George db0ji-i268917 05/21/2024 Food Booth A vendor who is selling Hanna Bramlage 1903329818 04/06/1995 7025562483 items at Pride 435-340-1224 572-64-7117 Manti UOE190006 08/03/2022 Food Booth John Raker Whatasqueezz! A vendor who is selling iobn Baker 146756713 05/19/1948 4353401224 items at Pride Caroline Garcia (435) 559-1353 Texas Twister Drinks 585767735 585767735 Cedar City 155854 06/14/2020 Food Booth A vendor who is selling Caroline Garcia Utah 4355591353 items at Pride Carol Garcia (435) 559-1353 999057696 999057696 Cedar City 2940 10/02/2020 Food Booth A vendor who is selling Carol Garcia 10/19/1967 435591353 Texas Twister items at Pride (801) 898-9378 AFFOGATO West 14462691004 82-1792495 Ivins 91ak2-h94374k May 2020 Food Booth Flise West A vendor who is selling Elise West 7824968 07/10/1959 8018989378 items at Pride Happy Shaved Ice 14343143-spf 81-4805832 SF-H30175 3/12/21 (435) 229-4747 Saint George Food Truck A vendor who is selling shane tooke Utah shane tooke 02/15/1977 |4352294747 items at Pride 13315608-004-STC 46-2034018 SF-H20153 Susan Gubler (435) 525-9659 Zeppe's Italian Ice St. George 10-14-19 Food Truck A vendor who is selling Susan Gubler 6898168 10-14-59 4355259659 items at Pride (801) 707-6164 SURF- Students United for 87-0288909 87-0288909 Salt Lake City Ionprofit Group Information Services Saundra Stokes 161454289 05/06/1980 8017076164 Saundra Stokes Reproductive Freedom-Planned Parenthood (435) 571-1090 XXXX XXXX Meredith M Reed ensus 2020 Orem Nonprofit Group A non-profit group who Meredith M. Reed 7021974 4355711090 wishes to raise money for our group 801-824-2600 Utah LGBTO+ Chamber of Commerce Not applicable 45-4656686 Salt Lake City Not applicable 153346024 Utah LGBTO+ Chamber of Ionprofit Group A non-profit group who 09/07/1976 8018242600 Tracey Dean wishes to raise money for ommerce our group 435-319-0105 47-1905145 Washington Nonprofit Group 179125349 Exempt Information Services Courtney Webb St. George Academy St. George Academy 07/28/2019 4353190105 (exempt- 501c3) 34-1987583 Not vending food. Nonprofit Group Grand Staircase Escalante 435-826-4962 **Grand Staircase Escalante Partners** Kanab A non-profit group who Nicole Croft 435-826-4962 artners wishes to raise money for our group Alex Shahan (801) 442-3629 Intermountain Healthcare 94-2854057 Salt Lake City NA NA Nonprofit Group Information Services Alex Shahan 169552861 Exempt 07/03/1986 8014423629 Hanna Bramlage (702) 556-2483 Be Hot Yoga 13479270033 320323557 St George Nonprofit Group Information Services Hanna Bramlage 1903329818 04/06/1995 7025562483 13674085-003-STC 83-4466615 Clean The Darn Air 206-351-5719 Clean The Darn Air Salt Lake City N/A N/A Nonprofit Group A non-profit group who Yoram Bauman 223356312 11/19/73 2063515719 wishes to raise money for our group N11928860-002-STC 23-7147797 Kanab **Best Friends Animal Society** (435) 644-2001 **Best Friends Animal Society** Nonprofit Group A non-profit group who Lynn Battista 167146240 04/14/1971 435-644-2001 wishes to raise money for ext 4791 our group Brenda Slocumb (702) 613-5875 Friends of Gold Butte RCE-015-224 26-1818626 Mesquite Nonprofit Group Information Services Brenda Slocumb NEVADA 7026135875 Southern Utah University Pride Not selling anything Cedar City (503) 853-2185 Southern Utah University Pride not selling anything Nonprofit Group Information Services Katie Englert 221296866 Dec 6, 1976 15038532185 Alliance Alliance TIFFANY BRIGHT (435) 862-5547 American Foundation for Suicide WASHINGTON Nonprofit Group A non-profit group who TIFFANY BRIGHT 168154652 06/23/1985 4358625547 prevention wishes to raise money fo our group 47-1244991 Almost Awakened Podcast 435-229-7153 Washington Na Na Nonprofit Group Information Services Mekael Jones Mormon Discussions, Inc. 162599244 2/8/79 2087050943 435-287-8384 Center for Spiritual Living, St. George Don't have one 45-2554686 St. George N/A N/A Nonprofit Group A non-profit group who 4300147169 06-17-60 Center for Spiritual Living, St. Rev. Laura Hallett 7022324820 wishes to raise money for George our group (801) 347-0781 Utah Gay Rodeo Association 81-0960280 West Valley City NA Nonprofit Group Raeann Grow A non-profit group who Raeann Grow 4342666 8013470781 wishes to raise money for our group N/A 562600858 N/A Sarah Thomas 435 705 9985 Conserve Southwest Utah St. George N/A Nonprofit Group A non-profit group who Sarah Thomas 174057216 01/10/1990 435 705 9985 wishes to raise money for our group (435) 705-9571 Dixie LGBTQ Teen Alliance 22222 82-5251134 Washington UT 197494594 Nichole Rammell Nonprofit Group Nichole Rammell A non-profit group who 09/27/1978 435-705-9571 wishes to raise money for our group Utah State #N11477 87-0504077 SLC N/A Liz Pitts 801-300-0884 Utah Pride Center N/A Nonprofit Group Liz Pitts N/A A non-profit group who 09/28/1967 801-300-0884 wishes to raise money for our group St George (805) 806-5375 Volunteer Group - St George for Bernie N/A N/A N/A N/A Nonprofit Group 174800619 BreEle (Bre) Baker A non-profit group who BreEle (Bre) Baker 07/15/1990 8058065375 Sanders wishes to raise money for our group 45-3245622 St. George Information Services (435) 339-0787 Youth Futures Krista Whipple Nonprofit Group Krista Whipple UT 161007579 12/25/80 4353390787 N/A St George Information Services (1435) 275-7818 Grace Episcopal Church Nonprofit Group Marcia Burchstead Marcia Burchstead Utah 221189608 09-15-1952 14352757818 (435) 313-5804 Mama Dragons 14723248 14723248 Santa Clara Nonprofit Group Information Services Rachel Ellis UT162540554 Rachel Ellis 12/26/1981 4353135804 435-229-8950 Washington County Democratic Party US678 87-4680180 St George Nonprofit Group Information Services Chuck Goode UT149804395 Chuck Goode 02/20/1945 4352298950 87-0439810 (435) 313-2246 American Civil Liberties Union Salt Lake City Nonprofit Group Information Services Svdni Makemo 172130212 Sydni Makemo 03/09/1986 4353132246

Case 4:23-cy-00044-DN-PK Document 54-5 Filed 06/09/23 PageID 537 Page 10 of 40 For Tax Purposes: I Primary Contact Applicant Information Vendor Information Food Vendors: am applying to be consider myself: Information Name Phone Number **Business Name** Sales Tax Number City Permit Number: Expiration | Response Response State DL# DOB Phone Number 801-699-4064 leather + ore 10143917-004-STC 83-1361596 St. George Street Artist/Crafter A vendor who is selling Tiffany 02/24/1984 8016994064 Tiffany Hatch items at Pride (435) 773-1734 A Little Henna Saint George Street Artist/Crafter A vendor who is selling Alexus Sanderson 178564605 05/28/1993 14357731734 Alexus Sanderson items at Pride (615) 308-9521 Be Yourself - Mathew Walker 518198671 NA Saint George Street Artist/Crafter A vendor who is selling 04/06/1964 6153089521 Mathew Walker Dewey Hunt items at Pride 11316760-003-SSE 81-1859903 NΔ Street Artist/Crafter Stephanie Flores (435) 578-8043 AE&D Art Studio Cedar City A vendor who is selling Stephanie Flores 173516631 04/23/81 4355788043 items at Pride (801) 668-0747 St. George Street Booth Information Services Stephen Luck 09/27/1972 8016680747 Petsmart Stephen Luck Rhonda Jones 435-429-3642 Color Street 7661639 7661639 La Verkin Street Booth A vendor who is selling Rhonda Jones 191914027 02/14/1970 4354293642 items at Pride 518-39-1823 518-39-1823 ST GEORGE Information Services WILLEM JENSEN 3/19/1985 4358175693 (435) 817-5693 Polyamory Desert Alliance na Street Booth lut WILLEM JENSEN (435) 619-6191 MK Design Suite 15500384 47-2759599 St George Street Booth Information Services Myranda Kirk 07/13/1990 4356196191 MK Designs Suite 303-579-4422 Lisa Nevot 560-85-1292 lvins Street Booth A vendor who is selling Lisa Nevot 226479053 08/01/1968 3035794422 Lisa Nevot items at Pride 84-2200709 N/A A vendor who is selling 173312760 801-906-1736 Red Desert Counseling 45191 St George Street Booth Tifany Barlow 05/31/1989 801-906-1736 Tifany Barlow items at Pride Tax ID: 530197094 541-279-0985 National Park Service - Parashant St. George n/a n/a Street Booth Information Services Connor Henzel OR 1795773 11-05-1992 541-279-0985 Connor Henzel 529735305 St. George Joe Ayers (435) 236-4251 Street Booth Information Services 151148048 5011974 4352364251 Zion Gateway Homes Joe Ayers (435) 313-1404 SeneGence/LipSense 528333566 Saint George Street Booth A vendor who is selling Korri UT Utah 08/31/1980 4353131404 Korri items at Pride Team Gardner Realty Information Services (435) 229-6673 XXXXX XXXXX Saint George XXXX Street Booth Aaron Gardner Utah 05/10/1975 4352296673 Aaron Gardner (435) 313-6082 Benja's Thai Garden 13084699004stc 27-2326203 St George 11986296 1-27-2020 Street Booth A vendor who is selling Alex Peterson 171824648 04/13/1982 4353136082 Alex T Peterson items at Pride 541-279-0985 Information Services Grand Canyon-Parashant National Connor Henzel Connor Henze Monument NPS/BLM Cedar Breaks National Monument Information Services Ken Watson Ken Watson NPS Information Services Nick Glidden Dixie National Forest Nick Glidder Red Cliffs Desert Reserve Lura Snow Information Services Lura Snow **Washington County** Briget Eastep Intergovernmental Internship Information Services Briget Eastep Cooperative Southern Utah University Bryce Canyon National Park Peter Densmore Information Services Peter Densmore NPS Zion National Park Information Services Cass Bromley Cass Bromley NPS Information Services Stephani Lvon Zion Forever Stephani Lyon Park Partner Outdoor Leadership Academy Dr. Frin O'Brien Information Services Or. Erin O'Brien Dixie State University Information Services Sarah Thomas Sarah Thomas Conserve Southwest Utah Park Partner Brenda Slocumb Friends of Gold Butte Information Services Brenda Slocum BIM Partner Don Stanko Glen Canyon National Recreation Area Information Services Don Stanko and Rainbow Bridge National Monument NPS Pipe Spring National Monument Information Services **Grand Staircase-Escalante Partners** Information Services BLM Partner 10383968-0160 82-1584900 SF-H23437 MARCH 22,2 Food Booth St George Kristian Salima Pineapple Express Island Grill A vendor who is selling items at Pride

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

SECURITY PLAN APPROVAL REQUEST FORM

personar.)		
EVENT NAME: Pride of South	our 14sh Pero	of festivy
Event Location: ValNow World		E (C) (VOC
Type of Event: Festival		
Date of Event: 9/21/7019	Hours of Event: 3-	9 pm
Number of Expected Attendance: 1,000-450		
Name of Applicant: Stephen Comb		00
Address: 1812 W. Worset Blue). #1-324 =	/1 /
Day Phone: 425-652-5771	, ,	2. George UT 84170
n " (1.0) 0.0 0	1	862-9376
Security Personal must be 21 years old or	older, O	
 A Security Director must be onsite at all to 	imes with a cell phone;	
Shirts or Vests must look the same. "SECI	URITY" must be stated on the	shirt or vest so it is visible to the
public and the Police Department		
☐ Police Officers	2 Police Officers per	1 to 300 People
☐ Security Officers in Uniform	3 Security Officers Per	1 to 300 People
Private Citizens in Security Shirts or Vests	4 Private Citizens per	1 to 300 People
Name of Security Contact: Kiske Peak	Cell Numb	per: 513-680-1483
E-mail: Pertirs print Camaia		
Comments:		
Y		
I understand that falsifying any information on this revocation of the Special Event Permit. I also under	s application constitutes sufficien	t cause for rejection or
information as permitted by Ordinance, and also a	gree to supply the same.	t may require additional
Applicant Signature:		Date: 8/9/2019
Received Date:	Permit No:	
Police Approved:	Date Issued: 9/13/2019	
Approval with Comments:	ITSTUM	

ECURITY PLAN IN	IFORMATIO	N		
1. Please list the names of the	security personal, age	e, and cell phone number:		
First	Last	Age	Cel	Phone Number
See Attached	1			
2. Please indicate the number	of security personal t	hat will be roaming on the prem	nises of the	vent:
3. Please provide a detailed se				
Security vi	lunteers ,	will be along	1 5+ 6	roschini d
Security vi Specific Counti		will a proce	. 0	A , I
Specific Locker	<u>1905 95 1</u>	Nell as Roa	M the	events looking
GR SAFety issi	ves. then	re will be a	Sorty	meet prior
to the event to	odisus o	letells. Tish	ink w	all be provide
with the work	SECUL	erry werther or	th	Rack
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4. Please mark on the site plan	the locations of each	security person.		
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First and Last		<u> </u>			
Name	City/Town	Empli Audalus au		Phone	
Miriah Elliott	lvins	Email Address	_	Number	
Lisa welch	Saint george	miriah@tsorenson.net		01-891-4147	
Joseph Wasden	Las Vegas	lwelch@dixie.edu		35) 668-9336	
Darin Peterson	West Jordan	joseph.wasden@gmail.com		35) 632-1233	21+
Zoe Meisner		dlpetey@gmail.com		01) 232-3453	21+
Karson Huffman	St. George	zambam2@hotmail.com		35) 592-3625	21+
Chris Gans	Las Vegas	huffman.karson@gmail.com	(7	02) 547-4988	21+
Robert edwards	St. George	chrisgans51@gmail.com		862-9005	21+
	ivins	bobby@squattypotty.com	(4:	35) 817-829 6	21+
Bryan Burton	Cedar City	Bryanburton@suu.edu	(9)	9) 438-8480	21+
Brian Funk	lvins .	trussflyer1@aol.com	(4:	35) 772-6225	21+
Heather Gans	St George ·	heathergans72@gmail.com	(43	5) 680-5613	21+
Donna MacBean	St.George	djackbean@hotmail.com	4	35-313-4725	21+
Sharon Titus	Salt Lake City	sharontitus7@yahoo.com	(80	1) 755-1153	21+
Erin Plumb	Hemet	erinmarie64@gmail.com		1) 233-2106	21+
Sophie George	St George	sophiegeorge000@gmail.com	(75	4) 272-2194	21+
McKenna					
Schnaubelt	St. George	mckennalynne@gmail.com	(43	5) 862-5794	21+
CoCo James	Murray	coco.m.james@gmail.com	(80	1) 347-6094	21+
Jessa	Washington	sweetlyfreaky@gmail.com	(43	5) 817-2473	21+
Jeanette Langston	St George	jlangstonmt@gmail.com	(30	7) 699-3972	21+
Joanne Avery	Monticello	jfavery@hotmail:com	(92	8) 69 9 -8043	21+
Erin O'Brien	St. George	orgidle@yahoo.com	4	35-773-2177	21+
Alicia Ray	St. George	aray484@gmail.com	(43	5) 225-2622	21+
Jennifer Kennedy	St George	jferkennedy@gmail.com	1	5) 632-7942	21+
Silvia Kozlovska	Cedar City	silviak33@gmail.com		73-450-1403	21+
Ben Kirkby	Cedar City	bkirkby@suu.edu	92	28-607-8792	21+
Johnny MacLean	Cedar City	johnmaclean@suu.edu	(40	6) 544-7449	21+
Jayci Bash	Cedar City	jaycibash@suu.edu		1-440-1408	21+
Kelly Goonan	Cedar City	kellygoonan@suu.edu		5) 415-2670	21+
Katie Englert	Cedar City	katieenglert@suu.edu		3-853-2185	21+
John Meisner	Hurricane	jameisner2@gmail.com		5-592-0832	21+
Kristopher Phillips	Cedar City	kristopherphillips@suu.edu		6) 364-8045	21+
Jason Abraham	Saint George	jason@skyblaze.org		5) 632-8462	21+
			1,1	(1435) 632-	
Kirstin Wasden	Las Vegas	kdwasden@gmail.com		0643	21+
Ginger Myers	Ivins	gmyers@turnkeytec.com	(51	2) 663-3961	21+
Melissa Miller	St. George	miller.a.mel@gmail.com	(43	5) 703-0299	21+
Brandon	Coden Cit.				
Armstrong Charl O'Pres	Cedar City	brandonarmstrong@suu.edu	_	5) 868-8651	21+
Cheri O'Ryan	Leeds	badgrl672002@gmail.com	76	0-468-2750	21+

Case 4:23-cv-00044-DN-PK Document 54-5 Filed 06/09/23 PageID.541 Page 14 of 40

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

1017290

FACILITY REGISTRATION

Name: Stephen Lambert

Address: 1812 Sunset Blvd Unit 1-324

St George, UT 84770

Phone: (435) 862-8876

Facility: Town Square - 50 South Main St.

Facility Hours: 7:00AM to 10:00PM

Reservation: 09/21/19, Sat 7:00AM to 10:00PM

Pride of Utah

Estimated Attendance: 1000

Note: Contact Karen Roundy event specialist at 627-4712...

 Fee:
 \$400.00

 Discount:
 0.00

 Tax:
 0.00

 Amount Due:
 400.00

 Paid: Credit Applied
 400.00

 Balance:
 0.00

RECEIPT NO:

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.

Signature	Date	

Case 4:23-cv-00044-DN-PK Document 54-5 Filed 06/09/23 PageID.542 Page 15 of 40

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

RECEIPT NO:

Amount Due: Paid: Credit Card

Fee:

Discount: Tax:

Balance:

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

1012775

\$50.00

0.00

0.00

50.00

50.00

0.00

FACILITY REGISTRATION

Name: Stephen Lambert

Address: 1812 Sunset Blvd Unit 1-324

St George, UT 84770

Phone: (435) 862-8876

Facility: Bloomington Park Pavilion - 650 West Man O' War Road

Facility Hours: 7:00AM to 9:00PM

Reservation: 09/19/19. Thu 5:00PM to 9:00PM

Family Night w food and lawn games for Pride

Celebration

Estimated Attendance: 99

Note: No reservations the weekend of Marathon...

STATEMENT OF AGREEMENT

Rules & Regulations Governing Use of Park Facilities

- 1. The permit group shall leave the facility in a clean and orderly fashion.
- 2. No equipment shall be removed from the premises.
- 3. The permit group shall agree to have at least one adult for every ten minors.
- 4. The permit group shall accept full responsibility for the conduct of those in the group using the facility.
- 5. The sale, consumption, or possession of alcoholic beverages is prohibited in any and all parks, trails, and other recreational facilities.
- 6. Motorized vehicles shall not be driven upon any parkland except on designated roads.
- 7. While in a public park, no person shall possess or discharge a firearm or dangerous weapon.
- 8. Pets must be leashed and pet waste removed by owner.
- No decorations shall be displayed or installed which shall damage or deface the building or grounds.
- 10. Destruction, damage, or removal of any vegetation or defacement of public property is prohibited.
- 11. No artificially enhanced or amplified sound systems are permitted without prior approval.
- 12. No vending or sales of any kind are permitted without prior approval.
- 13. No glassware of any kind is permitted.
- 14. No person shall enter, remain, stay, or loiter in any of the public parks between the hours of 10:00 pm and sunrise of the following day except in those areas posted with alternative hours or if extended hours were approved for a city approved event.
- 15. A copy of this permit must be in the possession of the applicant at all times during park use.
- 16. All park rules, regulations, and ordinances of the City of St. George shall apply.

I certify that I have read and will abide by the rules and regulations which appear above and shall be personally responsible for any damage to park buildings, grounds, or equipment of said premises by our organization. It is further agreed that I shall indemnify and hold the City of St. George harmless from any damage or liability which may arise in connection with usage of the facility, including any damage to the facility by a participant invited by the organization.

Signature	Date

ase 4:23-cv-00044-DN-PK Document 54-5 Filed 06/09/23 PageID.543 Page 16 of 40 CERTIFICATE OF LIABILITY INSURANCE 9/17/2019 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** Dana Benson NAME: PHONE (A/C, No. Ext): E-MAIL Dixie Leavitt Agency (435) 586-9463 FAX (A/C, No): (435) 586-0609 E-MAIL ADDRESS: dana-benson@leavitt.com 115 North Main Street PO Box 1744 INSURER(S) AFFORDING COVERAGE NAIC # Cedar City 84720 UT INSURER A: Starr Indemnity & Liability Company 38318 INSURED INSURER B : A.R.T.S. Inc.,, DBA: St. George Streetfest INSURER C : 307 North Main INSURER D: INSURER E 84770 St George UT INSURER F: **COVERAGES CERTIFICATE NUMBER: 19-20 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,

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
LIK	х	COMMERCIAL GENERAL LIABILITY	INSU	WVD	FOLICT NUMBER	(MANUDITTT)	(MM/DD/TTTT)	EACH OCCURRENCE	\$ 2,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
			x	Y	1000110063-1	3/1/2019	3/1/2020	MED EXP (Any one person)	s 5,000
			İ					PERSONAL & ADV INJURY	\$ 2,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	x	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	s 4,000,000
		OTHER:						Liquor Liability	\$ 1,000,000
	ΑUΊ	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS	l			ĺ	ľ	BODILY INJURY (Per accident)	\$
		HIRED AUTOS NON-OWNED AUTOS	ł					PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE]					AGGREGATE	\$
		DED RETENTION \$							\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY					-	PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$
	(Man	ndatory in NH)	"					E.L. DISEASE - EA EMPLOYEE	\$
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
A	LIG	QUOR LIABILITY			1000110063-1	3/1/2019	3/1/2020	GENERAL AGGREGATE	1,000,000
				1				EACH COMMON CAUSE	1,000,000
	<u> </u>								
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								

RE: Pride Festival, Family Picnic 9-19-19 at Bloomington Park and Festival 9-21-19 at Town Square --City of St. George is listed as an additional insured, Primary and Non Contributory coverage applies, Waiver of Subrogation applies

emilie.pinkelman@sgcity.org City of St. George 175 East 200 North St. George, UT 84770	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEF THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	FORE
1 de desige, di 61//0	Dana Benson/DB	

CANCELLATION

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CERTIFICATE HOLDER

COMMENTS/REMARKS

below list of vendors are listed as additional insured on this policy: Lisa Nevot- 533 Vasquez, IVINS, UT 84738 A Little Henna- 766 N 2720 E Apt 4, ST GEORGE, UT 84770 AE&D Art Studio- 491 S Main Street, CEDAR CITY, UT 84720 AFFOGATO West- 280 North 340 East, IVINS, UT 84738 American Civil Liberties Union- 355 N 300 W, SLC, UT 84103 Be Hot Yoga-: 558 E Riverside Dr. #210, ST GEORGE, UT 84790 Be Yourself - 135 S Acantilado Drive, ST GEORGE, UT 84790 Benja's Thai Garden-435 N 1680 E ste 14, ST GEORGE, UT 84790 Best Friends Animal Society-5001 Angel Canyon Rd., KANAB, UT 84741 Bryce Canyon National Park- P.O Box 640201, Bryce, UT 84764 Cedar Breaks National Monument: 2390 West Highway 56 #11, Cedar City, UT 84720 Census 2020- 750 Technology Ave., OREM, UT 84097 Center for Spiritual Living, St. George- 908 N 1400 W, ST GEORGE, UT 84770 Clean The Darn Air- PO Box 522468, SLC, UT 84152 Conserve Southwest Utah- 321 North Mall Dr. Ste. B202, ST GEORGE, UT 84790 Conserve Southwest Utah- 321 North Mall Drive, B202, St George, UT 84790 Dixie LGBTO Teen Alliance- 1861 S Summerfield Ln, WASHINGTON, UT 84780 Feellove Coffee- 558 E Riverside Dr #208, ST GEORGE, UT 84790 Friends of Gold Butte-12 W Mesquite Blvd, MESQUITE, NV 89027 Glen Canyon National Recreation Area- PO Box 1507, Page, AZ 86040 Grace Episcopal Church- 1072 East 900 South, ST GEORGE, UT 84790 Grand Canyon-Parashant National Monument, 345 E Riverside Dr, St George, UT 84790 Grand Staircase Escalante Partners- PO Box 56, KANAB, UT 84741 Grand Staircase Escalante Partners- 310 S 100 East #7, Kanab, UT 84741 Happy Shaved Ice- 234 w. golden eagle circle, ST GEORGE, UT 84770 Intermountain Healthcare- 36 S State St Ste 900, SLC, UT 84111 leather + ore- 170 S Jaycee Dr, ST GEORGE, UT 84770 Mama Dragons-2305 Julie Drive, SANTA CLARA, UT 84765 MK Design Suite- 2384 Eastlake Drive, ST GEORGE, UT 84790 Mormon Discussions, Inc.- 90 S Neilsen Dr, WASHINGTON, UT 84780

National Park Service - Parashant-345 E Riverside Dr., ST GEORGE, UT 84790

COMMENTS/REMARKS

Outdoor Leadership Academy- 225 S University Ave, St George, UT 84770

Petsmart- 15 South River Road, ST GEORGE, UT 84790

Pine Valley Ranger District- 196 E Tabernacle, Ste 38, St George, UT 84770

Pipe Spring National Monument- Pipe Springs Road, Fredonia, AZ 84741

Polyamory Desert Alliance- 1150 W 360 N #35, ST GEORGE, UT 84770

Southern Utah University Pride Alliance- 351 W UNIVERSITY BLVD, CEDAR CITY, UT 84720

SURF- Students United for Reproductive Freedom- 654 South 900 East, SLC, UT 84102

SWEET ROLLED TACOS- N RED CLIFFS DRIVE #6, ST GEORGE, UT 84770

Team Gardner Realty- 611 E Lexington dr, ST GEORGE, UT 84770

Texas Twister- Box 543, CEDAR CITY, UT 84721

Utah Gay Rodeo Association- 3662 s 4000 w, WEST VALLEY, UT 84120

Utah LGBTQ+ Chamber of Commerce- PO BOX 520394, SALT LAKE CITY, UT 84152

Utah Pride Center- 1380 South Main Street, SLC, UT 84115

Volunteer Group - St George for Bernie Sanders, - 1277 N 1610 W, ST GEORGE, UT 84770

Washington County Democratic Party- PO Box 774, ST GEORGE, UT 8477149)

Washington County HCP Administration- 10 N 100 E, St Geoprge, UT 84770

Whatasqueezz!- 395 S 100 E, MANTI, UT 84642

Youth Futures -340 E. Tabernacle St, ST GEORGE, UT 84770

Zion Gateway Homes- 70 S. Acantilado Dr, ST GEORGE, UT 84790

Zion National Park Forever Project- 1 Zion National Park, Springdale, UT 84767

Zion National Parkl Zion Park Blvd., Springdale, UT 84767

Jackson Day Foundation-2262 W 750 N, Hurricane, Utah 84737

WORLD FAMOUS ACAPULCO SHRIMP COCKTAILS- 701 W LAVA POINTE DR, St George 84770

The Beach at Sand Hollow / Sand Hollow Vacation Rentals- 3351 S Sand Hollow Rd, Hurricane, Utah 84737

Providing Animals With Support-1125 w 1130 n, St George UTAH 84770

Because Animals Matter-44 West State, Hurricane, Utah 84737

RSQ DOGS-1838 W 1020 N, St George Utah 84770

Q on a Skew-336 Quail Ridge Drive, WAshington Utah 84780

Zeppe's Italian Ice- 1013 E 700 's, ST George utah 84770

St. George Academy-380 E 3090 S Washington Utah 84780

American Foundation for Suicide prevention- 351 W University Blvd, Cedar City Utah 84720

COMMENTS/REMARKS

Red Desert Counseling-230 N 1680 E, Building I Suite #2 St George Utah 84770 SeneGence/LipSense/ Korri Whipple, 585 n westridge Dr #30 St George Utah Pineapple Express Island Grill-2045 S 1400 E unit 2, St George Utah 84790

Color Street-604 N 125 W, LaVerkin Utah 84737

COPYRIGHT 2000, AMS SERVICES INC.

Additional Named Insureds					
Other Named Insureds					
Georgefest	Doing Business As				
SGWC Foundation	Doing Business As				
OFAPPINF (02/2007)		COPYRIGHT 2007, AMS SERVICES INC			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/06/2019

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).

this certificate does not confer righ	its to the certificate holder in lieu of su	ıch endorsement(s).	
PRODUCER		CONTACT Brett Pollak	
Insurance Allies LLC		LINUING EAU.	385-0254
500 N. Michigan Avenue		E-MAIL ADDRESS: brett@insuranceallies.com	
Suite 600		INSURER(S) AFFORDING COVERAGE	NAIC#
Chicago	IL 60611	INSURER A: KINSALE INSURANCE COMPANY	38920
INSURED		INSURER B: SCOTTSDALE INSURANCE COMPANY	41297
On Point Axe Throwing,	LLC	INSURER C:	
1371 W. 450 N.		INSURER D:	
		INSURER E:	······································
St. George	UT 84770	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.

TYPE OF INSURANCE	ADDL SUBR					
	NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED	s 1,000,000
CLAIMS-MADE X OCCUR				ļ	PREMISES (Ea occurrence)	s 100,000
BI/PD Ded: \$1,000 Per Occurren				19 05/29/2020		s Excluded
		0100088368-0	05/29/2019		PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
POLICY PRO-					PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:						\$
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
ANY AUTO					BODILY INJURY (Per person)	\$
OWNED SCHEDULED AUTOS				[BODILY INJURY (Per accident)	\$
HIRED NON-OWNED AUTOS ONLY				ļ	PROPERTY DAMAGE (Per accident)	\$
						\$
UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 1,000,000
X EXCESS LIAB CLAIMS-MADE		XBS0107975	06/28/2019	05/29/2020	AGGREGATE	\$ 1,000,000
OED RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE	N / A				E.L. EACH ACCIDENT	\$
(Mandatory in NH)	"'^				E.L. DISEASE - EA EMPLOYEE	\$
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
	BI/PD Ded: \$1,000 Per Occurren GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODUCT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY OFFICERS LIAB DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/REXECUTIVE MANY PROPRIETOR/PARTNER/REXECUTIVE Mandatory in NH) fyes, describe under	MIPD Ded: \$1,000 Per Occurren GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODUCT LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OFFICERIMEMBER EXCLUDED? Mandatory in NH) fyes, describe under	SI/PD Ded: \$1,000 Per Occurren	BI/PD Ded: \$1,000 Per Occurren	BI/PD Ded: \$1,000 Per Occurren	BI/PD Ded: \$1,000 Per Occurren

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of St. George is named as Additional Insured with respect to General Liability, as required by written contract, for all events sponsored by the City, at any location in the City of St. George. Primary & Non-Contributory Endorsement is included; as is Ongoing & Completed Operations & Waiver of Subrogation, as required by written contract. 30 day Notice of Cancellation is included in the policy conditions, except for 10 days Notice of Cancellation for Non-Payment of Premium.

CERTIFICATE HOLDER		CANCELLATION			
City of St. George		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
ATTN: Karen Roundy 175 E. 200 N St. George	UT 84770	AUTHORIZED REPRESENTATIVE			

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USE AGREEMENT

User's Name: Stephen Lambert Organizations Name: A.R.T.S. Inc. User's Phone: (435) 652-5771

Address: 1812 West Sunset Boulevard #I-324, St. George, Utah 84770

Emergency Contact Name: Katie Perkins Emergency Contact Phone: (513) 680-1483

(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 Bloomington Park and Town Square located at 650 West Man O'War Road and 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 Family Picnic 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 19, 2019 5:00 p.m. - 9:00 p.m. September 21, 2019 9:00 a.m. - 10:00 p.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. <u>USE.</u> 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.
- 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.
- 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. <u>ALCOHOLIC BEVERAGES</u>. 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. <u>ACCEPTANCE OF PREMISES.</u> 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. <u>COST OF OPERATION.</u> 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. <u>CITY'S OTHER RIGHTS.</u> 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. <u>INSURANCE</u>. 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 \$1,000,000.00 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 \$3,000,000.00 Dollars.
- iii. Broad form property damage insurance in an amount not less than \$300,000.00 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'

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 Boulevard

#I-324

St. George, Utah 84770 St. George, Utah 84770

Attention: Emilie Pinkelman 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. <u>LEGAL FEES.</u> 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. <u>SUCCESSORS AND ASSIGNS.</u> 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. <u>SURVIVAL.</u> 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. <u>COUNTERPARTS.</u> This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- 33. <u>AUTHORIZATION.</u> The parties hereto have subscribed their names through their proper officers duly authorized as of the day and year first above written.

day of, 2019.	n executed by the parties effective from this
CITY: City of St. George	USER: A.R.T.S. Inc.
Donal J. Ple	
Jonathan T. Pike, Mayor	Stephen Lambert
ATTEST: White State of the stat	
Christina Fernandez, City Recorder	
APPROVED AS TO FORM	
Haula Kaystan 9-18-19	
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: 99 at the Family Picnic, 1000-1500 at the Festival.
- 2. Pride Festival and Family Picnic.



Emilie Pinkelman <emilie.pinkelman@sgcity.org>

Re: FW: Things for Pride

1 message

Nikelle Pledger <nikelle.pledger@sgcity.org>
To: "Lambert, Stephen" <slambert@redmtn.com>
Co: Emilie Pinkelman <emilie.pinkelman@sgcity.org>

Tue, Sep 10, 2019 at 11:28 AM

Hey Stephen -

Sorry, it has been a delay in response. I am trying to get staffing in for that night...so! When that is squared away, it will be \$185 for a reservation. It is usually in a 2hr increment - but because we are open those hours and you are open to have anyone go on it - we will just do \$185 for the full hours. Does that work for you?

Thank you and let's keep in touch.

Nikelle Pledger
Park Recreation Supervisor
City of St. George http://sgcityrec.org
435.627.4533

On Wed, Sep 4, 2019 at 1:14 PM Lambert, Stephen <slambert@redmtn.com> wrote:

Hi Nikelle,

Karen mentioned that you are the individual I need to speak to about this. I am the director of Pride of Southern Utah and we have reserved Town Square Park on September 21st and have a festival there from 3-9pm. I was wondering if we had the option of "renting" the carrousel for that time period so that our attendees could simply ride it at no charge....and if so, how much it would cost us to do this. Any information regarding this would be appreciated.

Thank you so much!!

Stephen Lambert

From: Karen Roundy karen.roundy@sgcity.org

Sent: Friday, August 30, 2019 2:39 PM

To: Lambert, Stephen <slambert@redmtn.com>

Cc: Emilie Pinkelman <emilie.pinkelman@sgcity.org>; Nikelle Pledger <nikelle.pledger@sgcity.org>; Chelia Covington

<chelia.covington@sgcity.org>; Gary Sanders <gary.sanders@sgcity.org>

Subject: Re: Things for Pride

Hi Stephen,

I have accepted a new position with the city and will no longer process the special events. Emilie Pinkelman will be working with you now, but as we have started this process together, I will be glad to assist you with these issues.

As far as the change to the location for the event on Thursday evening, we will make the correction on the application. The food trucks will be required to submit the same required insurance as the event organizer, see the attached example. We have had the On Point Axe Throwing trailer attend a Streetfest event and they were required to have their own insurance policy plus be added to the insurance policy for the event by Streetfest's insurance. The simplest way to be certain that all of the insurance requirements are met is to include the food trucks and axe throwing on your event policy for the festival on Saturday to include the event on Thursday as well.

The arrangements for the carousel are made through Nikelle Pledger in the parks department at 435-627-4533 or nikelle.pledger@sgcity.org

The large stage arrangements will be made with Gary Sanders at 435-627-4516 or gary.sanders@sgcity.org, you could have your event chair contact Gary to work out these details. Gary is aware that there is an agreement to use the large stage this year at no cost, due to your willingness to change park locations.

The liquor license with us is complete; we just wait for the email from Bonnie at the State to confirm their approval and then it is all set. Remember, the Fire Department did want to walk through Affogato West prior to the event for public safety reasons. Elise will need to make an appointment with the Fire department at 435-627-4150.

Did you send me the updated site map for Town Square? I don't think that I saw one yet. Have a terrific long weekend.

All the best.

Karen

On Fri, Aug 30, 2019 at 1:44 PM Lambert, Stephen <slambert@redmtn.com> wrote:

Hi Karen,

I have a few things so I thought I would send it in an email so you can reply at your leisure.

- Thursday Night's event: The city moved us from Tonaquint to Bloomington. The event form I filled out says Tonaquint
- My committee who is overseeing that event wants to have a food truck there so we have food available. They
 also want to have On Point Ax throwing there. They have shown us their liability insurance that has the city as
 an additional insured. Are either of these going to be an issue?
- Merry Go Round: Is there a way we have the Merry Go Round available on the 21st from 3-9 during our festival? And, if so, how much would it cost us if we wanted to pay to have it available for free for our participants?
- Main Stage: My entertainment chair had some questions about the mobile stage. For example; dimensions, stair placement, curtains and other things. Is there someone who he can talk with to get all his questions answered? And is it, by some small chance, being used in the next couple of weeks that he can go look at it?
- We should have our liquor permit by Wednesday, according to Bonnie. Do we need to do anything else as far as the city is concerned?

That's it for now. Let me know if you have any guestions at all. Thank you!!

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Stephen Lambert Director of Team Member Relations

Email:slambert@redmtn.com Direct:435-652-5771



Karen Roundy

St. George City

(435)627-4065

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Emilie Pinkelman <emilie.pinkelman@sgcity.org>

Re: Pride Vendor Parking Lot

1 message

Stephen Lambert <stephen@prideofsouthernutah.org>
To: Emilie Pinkelman <emilie.pinkelman@sgcity.org>

Tue, Sep 17, 2019 at 5:28 PM

Thank you SO MUCH for this!!!! This will be so helpful.

On Tue, Sep 17, 2019 at 5:15 PM Emilie Pinkelman <emilie.pinkelman@sgcity.org> wrote: Hi Stephen,

At your request, our Streets Division will close off the City's portion of the Tabernacle parking lot at 7 a.m. on Saturday 9/21 for your Vendors to load/unload. We ask that you please make sure your vendors do not park in the Tabernacle's side of the lot.

Please also note that the Dixie Round-Up Rodeo Parade will be assembling their floats at 8 a.m.; the parade begins at 9 a.m. and travels eastbound on Tabernacle Street from 200 West to 400 East...

Let me know if you have any questions.

Thank you,

Emilie Pinkelman

Special Events License Specialist



175 East 200 North | St. George, UT 84770 (435) 627-4712 phone | (435) 627-4430 fax emilie.pinkelman@sgcity.org | www.sgcity.org/specialevent

Disclaimer: The information contained in this e-mail is legally privileged and/or confidential information intended only for the receipt by and use of the individual or entity to whom or which it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete this message from your computer. Thank you.

Stephen Lambert
Director, Pride of Southern Utah
prideofsouthernutah.org



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NOTICE: THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE. CITY OF ST. GEORGE

175 E 200 N ST. GEORGE, UT 84770

St.George

LICENSE NO.: DATE ISSUED:

00041617 9/19/2019

EXPIRES:

9/21/2019

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.

NAME: PRIDE FESTIVAL

TO: 1812 W SUNSET BLVD #I-324

ST GEORGE UT 84770

LICENSE YEAR:

2019

BUSINESS OWNER: STEPHEN LAMBERT

BUSINESS LOCATION: BLOOMINGTON/TOWN SQU

TYPE OF BUSINESS: SPECIAL EVENT PERMIT

CITY LICENSE OFFICER

THIS LICENSE IS NOT TRANSFERABLE BETWEEN OWNERS AND/OR LOCATIONS

Special Events Checklist Event Name	Pride Festival / Family Picnic						
Date	9/21						
Location	Town Square Foraguin + Blooming ton						
	Yes/No	<u>Requested</u>	<u>Correcting</u>	<u>Approved</u>			
Application Form Complete							
Food							
Alcohol	No						
Tents	30 to 40						
Site Set-up	Yes		Correcting W/New locas	hon			
Site Plan			н				
Trails - Dave O & Brent S	No						
Encroachment	None						
Vendors		by 9/7/19					
Security		Send to Capt. Soman					
Park Reservation/Permission			Move to Town Savar	Same price next year			
Insurance		by 9/7/19	0				
Fire Approval		J		Company ?			
SEC Review	Yes	8/15/19					
Adam	8/11/10			0/1/10			

^{*}If event is on Private Propery - Insurance and Use Agreement are not required - need written permission from the property owner



Use Agreement

Free Use of Big Stage carsusel 9/21 3-9pm? cost (Nikelle)

Prepare

Case 4:23-cv-00044-DN-PK Docume	nt 54-5 File	d 06/09/23	PageID.564	Page 37	140 l
		9/2/11	9-Towns	q. Vernon	(Sat)
Event Name Pride Family Pichic		Pride F	estival	3-9pm	
Date 9/19/19 (thuys) (09 pp)	Time:		# People	1000-15	00
			.:	1000 10	
Location Tonagrin Bloomingto	<i>(</i>)			-	
	Required (Y/N)	<u>Requested</u>	<u>Correcting</u>	<u>Approved</u>	1
Application Form Complete	DIACTO	ge for no c	harae		
Any special requests?: Carouse 9/21 3-4pm #180	x+ year, at 7	ownsquare	narge.		A Colonylo
Insurance: \$3M - \$1M - \$295K - Event/Date/Loc - App Name - NAIC PrimNonContrib - Waiver Sub - Addn'l Ins - 30 Day	Yes-inflatal	Eby 9/7/19		9/18/19	No Inflatables.
Vendors List & Insurance (Due by: 47) + Ins.	Yes	rendois 9/136	ins. 9/	9/18/19	•
Food: A Pre-Pkg: Catered: Onsite Prep: Food trucks	489				
Alcohol: Fees, Single Event, Local Consent (30-day by: NA)	NO to			,	
Tents 30-40 (10×10 : 20×10)	429				
Stage: Their Own City Modular (Parks) City-BIG (Gary) Free Hisvi	r. 489	+(onussion fo	rmoving location	n. Must suppl	y long pone
Site Set-up by use city? A partity vendor unload by	ten	Newlocation	5	- Corol me	mounts.
Site Plan (Mip)	(Yes)				
Encroachment (Clint Hafen) Food twicks on street	NA	Parking lotor	a sidelot	-	
Security (Cpt. Curtis Spragg) SGPD Private Security Citizens/Volunteers Traffic Control Parking Portapotties				9/13/19	
Fire (Chief Kevin Taylor) AROGADOUPH 3et birsh Myth	4-19			9/11/18	
SunTran (Kathy Baas)					
Trails (Dave & Brent)					_
Code Enforcement (Malcolm & Dean)					_
SEC Review	8/15/19				
Scanned in SEC Review Folder					
Calendar	X SE □ CC				
Adam	8/16/19	+			
Park Reservation/Written Permission* (Nikelle/Angie)	11	*Concessio	11: \$400 to	move to Town	sq. w/s ame
Use Agreement - prepared	9 110/19	< Blooming	ola	nor your.	
Sent to Applicant Signed on: 418	9/10/19	J. Committee			
Sent to Mayor To Paula 9/18@4:200	9/19/19				
Download from MyCase - fully executed	10/2/19				
Collected \$ 124 Special Event Fee 450 + 75	Paid	V#1889 4	225 recida/13	19	
\$ Encroachment				•	
\$ <u>\frac{1}{100} + 50</u> Park/Facility Reservation	Paid		an out of O	sutal	
\$Alcohol		1896	avousel P	enjoy	
Issue Permit: Mailed Emailed Hand delivered	9/21/19	Secun	ty Fees Wa	ned this	jear, as
Scan Final Package & File		fr	on worther	n to Town	jeat, as ng venue square. to stephent.
*If event is on Private Propery - Insurance and Use Agreement are not required - ne	ed written permission	from the property owr	ner c'make	that clear	to Stephen L.
□ City Event □ City Sponsored					
Alerts/Red Flags: Kids area w/ Maffalables @ Town Square Silent dance party @ Bloomington w/	, (No Inflatable	s) (Yes-Ax	Throwing)		
Silent dance party @ Bloomington with	Ax Throwing	gTNCK			



Emilie Pinkelman <emilie.pinkelman@sgcity.org>

Post Event Notes - Pride Festival on 9/21/19

1 message

Emilie Pinkelman <emilie.pinkelman@sgcity.org>
To: Stephen Lambert <stephen@prideofsouthernutah.org>
Bcc: Emilie Pinkelman <emilie.pinkelman@sgcity.org>

Wed, Oct 2, 2019 at 11:06 AM

Hi Stephen,

Attached for your records is the fully executed Use Agreement for the 2019 Pride Festival.

It was a pleasure working with you through this permitting process and I look forward to working with you again in the future.

Please note that our <u>updated</u> application form is posted on our website here: https://www.sgcity.org/specialevent

Also, as you plan your future events please be aware that City Ordinance 3-1-17 requires a \$5.00 Sub-Licensing Fee for each vendor. That fee requirement was waived for your 2019 Festival as a special concession, so I wanted to make sure you knew about it. Most festival promoters collect the \$5 as part of their regular booth fee and then cut one check to the City to cover all of the vendors participating in the event.

If you have any questions, please let me know.

Thank you,

Emilie Pinkelman

Special Events License Specialist

St.George

175 East 200 North | St. George, UT 84770 (435) 627-4712 phone | (435) 627-4430 fax emilie.pinkelman@sgcity.org | www.sgcity.org/specialevent

On Fri, Sep 20, 2019 at 3:47 PM Emilie Pinkelman <emilie.pinkelman@sgcity.org> wrote: Hi Stephen.

RE: Permit No. 000341617 - 09/21/19

Attached is an electronic copy of your Permit, Use Agreement and Application. I will send the original to you via U.S. Mail unless you'd like to pick it up from our office.

Please let me know if you have any questions.

Thank you,

Emilie Pinkelman

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Emilie Pinkelman <emilie.pinkelman@sgcity.org>

Request to close parking lot - Pride Vendors (9/21/19)

1 message

Emilie Pinkelman <emilie.pinkelman@sgcity.org>

Tue, Sep 17, 2019 at 5:13 PM

To: Jay Smith <jay.smith@sgcity.org>, Benjamin Neumann <ben.neumann@sgcity.org> Bcc: Emilie Pinkelman <emilie.pinkelman@sgcity.org>

I've obtained approval from Adam for the Streets crew to close off our side of the Tabernacle parking lot on Saturday morning 9/21/19 at 7AM.

Jay, thank you for your help with this. Ben, please let your crew know that the Pride Vendors will be using this lot for loading/unloading.

Thank you,

Emilie Pinkelman

Special Events License Specialist



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----- Forwarded message -----

From: Emilie Pinkelman <emilie.pinkelman@sgcity.org>

Date: Tue, Sep 17, 2019 at 5:10 PM

Subject: Re: Request to close parking lot - Pride Vendors (9/21/19)

To: Adam Lenhard <adam.lenhard@sgcity.org>

Thank you for making contact with the Tabernacle.

I will ask Stephen to make sure his vendors are not parking in the Tabernacle's side of the lot.

Thank you,

Emilie Pinkelman

Special Events License Specialist



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On Tue, Sep 17, 2019 at 5:00 PM Adam Lenhard <adam.lenhard@sgcity.org> wrote:

I think we're good to reserve our parking lot for Pride vendors. In doing so, it's important that Pride vendors do not park in the Tabernacle portion of the parking lot. I left a message for Jeff Morby, who oversees the Tabernacle and other local facilities for the LDS Church, and let him know what we plan to do so that they are not caught off guard.

On Tue, Sep 17, 2019 at 12:06 PM Emilie Pinkelman <emilie.pinkelman@sgcity.org> wrote: Hi Adam,

The Pride Festival is scheduled at Town Square this Saturday 9/21 from **3-9pm**, and the St. George Tabernacle is also holding events at **noon** and **7pm** that day.

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Stephen Lambert is concerned that it may be difficult for his 60+ vendors to unload/load from the City's parking lot located next to the Tabernacle's. He is requesting the City's assistance to reserve that parking area for his vendors that morning.

· Pride Vendor Set up is: Noon-2:30pm

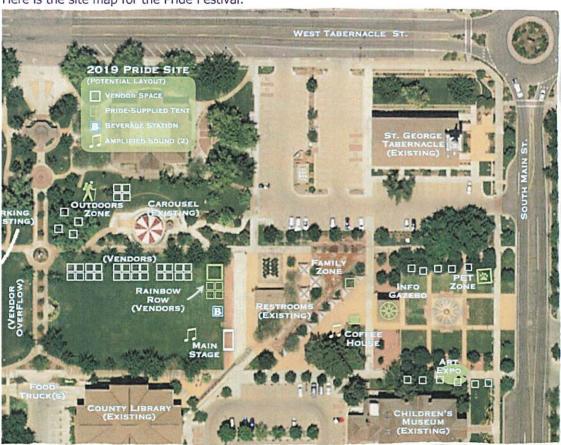
· Clean up is: 9pm-10pm

Our Streets Dept will be closing Tabernacle Street early that morning in preparation for the Dixie Round-Up Parade, and Jay Smith said their crew could block off the parking lot for the Pride Vendor at that same time (7am).

Do you approve closing this parking lot as an additional concession for the Pride Festival?

(They had originally booked Vernon Worthen Park but agreed to move to Town Square at our committee's request.)

Here is the site map for the Pride Festival:



Thank you, **Emilie Pinkelman** Special Events License Specialist



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Adam Lenhard

St. George City Manager Office: (435) 627-4012