

Exhibit 9

USE AGREEMENT

User's Name: Micah Barrick
Organizations Name: Pride of Southern Utah
User's Phone: 435-313-2033
Address: 29 East 200 South
Emergency Contact Name: Morgan Barrick
Emergency Contact Phone: 435-229-4044
(Must be in attendance during use)

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

RECITALS

WHEREAS, City owns property known as the TOWN SQUARE located at 50 SOUTH MAIN STREET, St. George, Utah hereinafter referred to as "PREMISES".

WHEREAS, User desires to use the Premises or a portion of the Premises as shown in Exhibit "A" pursuant to the terms and conditions set forth herein for the purposes of PRIDE FESTIVAL 2022 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: 9/17/2022 9:00AM 11:00PM

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. **This Use Agreement applies only to use of City property. This Agreement does not give permission to use any property, including public roads,**

other than the Premises located in St. George City defined in Exhibit A. This Agreement shall in no case be interpreted as giving permission to the use of private property or property outside of St. George City limits. User is required to obtain any requisite permits or approvals from any other governmental entity, organization or person for any property it intends to use as part of this event.

3. **FEES.** User shall pay to City as a use fee for the Premises \$(Amount) 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.

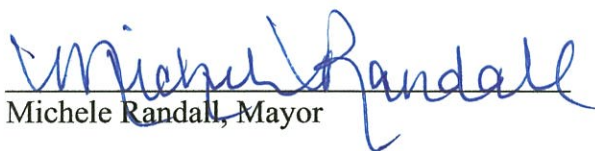
7. **THIRD PARTY SERVICES.** User may require security or other services not provided by City to be provided by a third party. All third party providers (including without limitation, subcontractors or other third parties) shall, before performing any services in connection with this Agreement, secure 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.
-

- 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 27 day of Sept, 2022.


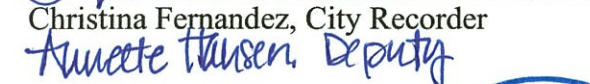
CITY: City of St. George

USER: PRIDE OF SOUTHERN UTAH


Michele Randall, Mayor


MICAH BARRICK

ATTESTED TO:


Christina Fernandez, City Recorder

Annette Hansen, Deputy

APPROVED AS TO FORM:



Ryan Dooley, Assistant 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: 1,000.
 2. The festival's purpose is to bring together and highlight the uplifting of LGBTQ+ voices and celebration of LGBTQ+ culture. This festival will have live music and artistic performances by local and visiting artists. There will be family friendly activities provided by the National/State Park services and the UTT Outdoor Leadership Club. This will be a family friendly event and a safe space where LGBTQ+ folks of all ages along with Allies can come and enjoy a space of creativity, diversity, and free expression.
-

Date Received Application: 7/11/22
 Insurance Received: 7.21.22

Permit No: 00041617
 Date Issued: 9/17/22

APPROVALS:
 Asst. City Manager: [Signature]
 Date: 8/18/22
 Fire: BR Date: 8.12.22
 Conditions of approval: SEPC 6.2.22
 Police: Please see the Security Plan Request Application for approval and conditions.
 Other Staff Approval: [Signature]
 Date: 8.18.22 Rev. 10-1-19

SPECIAL EVENT PERMIT APPLICATION



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

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

- TYPE OF ACTIVITY** (check all that apply):
- Film Production
 - Parade
 - Outdoors Sales
 - Cycling
 - Sporting
 - Fun Run
 - 5K
 - 10K
 - Dance
 - Other: _____
 - Training Event
 - Block Party
 - Festival
 - Religious

Please print or type

EVENT NAME: PRIDE FESTIVAL 2022

1. Location of Event: TOWN SQUARE 50 S. MAIN ST. ST. GEORGE

2. Name of Organization: PRIDE OF SOUTHERN UTAH

3. Date(s) of Event: 9-17-22

4. EVENT DETAILS:

Set-up	Date: <u>9-17-22</u>	Start time: <u>0900</u>	End time: <u>1500</u>
Event	Date: <u>9-17-22</u>	Start time: <u>1500</u>	End time: <u>2200</u>
Clean-up	Date: <u>9-17-22</u>	Start time: <u>2200</u>	End time: <u>2300</u>

Is this a Recurring Event? _____ If yes; daily, weekly or other?

Is this an Annual Event? _____ If yes; same date and place?

5. PARTICIPANTS

of Participants & Attendees expected: 2,000 # of Volunteers/Event Staff: 75

- 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; Free.

6. APPLICANT INFORMATION

Name of Applicant: MICAH BARRICK

Address: 29 EAST 200 SOUTH

Day Phone: _____ **Cell/Other:** 435-313-2033 **E-mail:** leadershipteam@prideofsouthernutah.org

Mailing Address (if different): _____

Event Web Address (if applicable): http://www.prideofsouthernutah.com/events

Alternate Contact For Event: MORGAN BARRICK

Day Phone: _____ **Cell/Other:** 435-229-4044 **E-mail:** morganbarrick@gmail.com

7. VENDORS/FOOD/ALCOHOL (check all that apply)

Yes No **Are Vendors/Merchants selling products or services?**
 If yes, Temporary Sales Tax Numbers are required from the Utah State Special Event Tax Division 801-297-6303

Yes No **Is Food available at the event?** Description: FOOD TRUCKS
 If yes, Is the food (please check all that apply)
 Given away/pre-packaged Catered by: _____ Prepared on site
 Events which have Food available must contact the SW Utah Health Department for approval 435-986-2580

Yes No **Will Alcoholic Beverages be available at the event?**
 If yes, please check all that apply
 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 approval 801-977-6800

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

Yes No **Tents/Pop-up Canopies?**
 How many Tents/Pop-up Canopies will be used for the event? 41
 Dimensions of Tents/Pop-up Canopies: 10x10
 All large or enclosed tents/canopies require Inspections from the SG Fire Department 435-627-4150

Yes No **Temporary Stage?** Dimensions of Stage: _____
 Description of Tents/Canopies/Stage, etc.:

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

- Fencing/Scaffolding
- Barricades (must obtain privately)
- Portable Sanitary Units (must obtain privately)
- Inflatable/Bounce House(s) Generator(s) & Certificate of Liability Insurance are required (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)

Yes No **Will Roads & Sidewalks Be Used?**
 Yes No **Are you requesting Road &/or Sidewalk Closures?**
 An Encroachment Permit is required for Road Closures and Sidewalk Use.
 To obtain the permit, contact SG City Public Works Dept. 435-627-4058 <https://www.sgcity.org/encroachment/>

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 and sign the Security Plan Approval Request Form, for approval of Security)

12. Application Fee is based on attendance, and charged per day, as follows:

- \$75.00 for attendance under 300
- \$150.00 for attendance over 300

Total: \$ 150 (payable to: City of St. George – Attn: Special Events, 175 East 200 North, St. George, UT 84770)

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

MICAH BARRICK
 Applicant's Name [PRINT]


 Applicant's Signature

07-01-22
 Date

Pride of Southern Utah Pride Festival 2022

POWER IN VISIBILITY

Description:

The Festival's purpose is to bring together and highlight the uplifting of LGBTQ+ voices and celebration of LGBTQ+ culture. This festival will have vendors who want to show their support for LGBTQ+ community. We will have live music and artistic performances by local and visiting artists. There will be family friendly activities provided by the National/State Park services and the UTT Outdoor Leadership Club. This will be a Family friendly event and a safe space where LGBTQ+ folks of all ages along with Allies can come and enjoy a space of creativity, diversity, and free expression.

Intended Location: Saint George Town Square Park (Lower half of park from Stairs to back parking lot)

Schedule for Day:

Setup: 0900-1500 (Stage, Vendors, Decor, Sound Checks)

Event: 1500-2200

Clean Up: 2200-2300

Event Agenda:

1500-1515- Welcome Guest - Hosts

1515-1530 Speech from Pride of Southern Utah Leadership

1530-2200 Multiple Artists Performances

2200- End Show



Pride
of Southern Utah

PRIDE FESTIVAL

POWER IN VISIBILITY

Town Square Park

St. George, Utah

9.17.22

3PM-10PM



S T R E E T

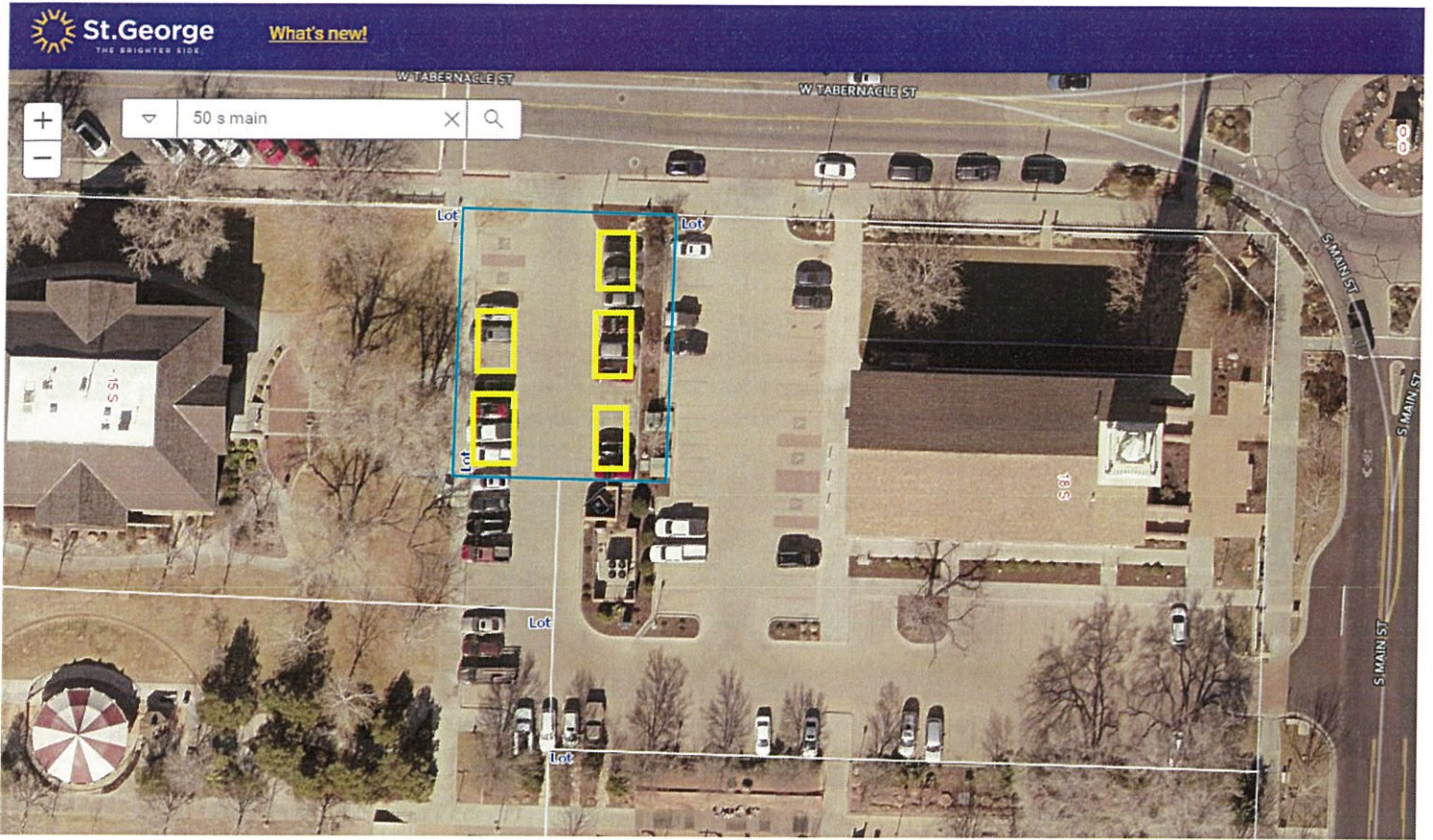
**Food trucks
(Parking Lot)**

1 0 0 0 S O U T H L I B R A R Y

T A B E R N A C L E S T R E E T



M A I N S T R E E T



Pride festival food
Trucks 9/17/22

Date Received Vendor List: 7.21.22, 9/17/22 Permit No: 0004/6/7
 Payment Received: 9/23/22 Date Completed: 9/23/22

CITY OF ST GEORGE
 REC#: 02272658 9/23/2022 10:13 AM
 TRAN: 89.0000 LICENSES
 OPER: BF TERM: 044
 REF#: 040095236 SR
 255.00CR
 TENDERED: 255.00 1 CHECK(S)
 APPLIED: 255.00-
 CHANGE: 0.00

SUB-LICENSE FEE(S)



Please make check payable to: CITY OF ST. GEORGE

City of St. George Special Events Phone: 435-627-4712
 175 East 200 North E-mail: events@sgcity.org
 St. George, UT 84770

EVENT NAME: PRIDE FESTIVAL 2022 CONTACT PHONE: 435-313-2033

EVENT DATE(S): 9-17-22 EVENT LOCATION: TOWN SQUARE

VENDOR INFORMATION

Please provide the following information for all vendors. The sub-license fee for each vendor is \$5.00. Special Event Tax Numbers are required for each Vendor, 801-297-6303. Those Vendors selling, giving away, or preparing food on site are required to obtain approval from the Southwest Utah Public Health Department, 435-986-2580.

#	Vendor Name	Vendor Phone #	Product or Service to be offered at Event	Payment \$5.00
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Booth # Assignment	Business Name	Are you a non - profit?
1	Love Family	Yes
2	DOGGY BAKES	No
3	Sun America Mortgage	No
4	Law Office of Kristin K. Woods	No
5	The Modern Pet	No
6	RSQ	Yes
7	Karma On Deck	No
8	Affirmation of Southern Utah	Yes
9	Intermountain Healthcare - Behavioral Health	No
10	Equality Utah	Yes
11	Color Country Print & Zine Guild	No
12	Utah LGBTQ+ Chamber of Commerce	Yes
13	Polyamory Desert Alliance	Yes
14	Evergreen Beauty Co	No
15	Mama Dragons	Yes
16	Utah Support Advocates for Recovery Awareness (USARA)	Yes
17	Big Brothers Big Sisters	Yes
18	New Start K9	Yes
19	Maui Massage Professionals	No
20	Washington County Democrats/Becwins2022	Yes
21	Henderson Pride Fest	Yes
22	Craft Utah	No
23	WCF Insurance	No
24	The Desert Teahouse	No
25	Encircle LGBTQ+ Youth & Family Resource Center	Yes
26	Be The Match	Yes
27	Best Friends Animal Society	Yes
28	University of Utah Health Transgender Health Program	Yes
29	Gratitude Journal USA	No

Date Received: 7.13.22
Police Approved: C. Spragg 8.12.22

Permit No: 00041617
Date Issued: 9/17/22

Approval with Comments:
Parade route will be cleared to not be in the way for festival to start.
Unload by library.
Rev. 9-19-19

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 including names of all security personnel.

EVENT NAME: PRIDE FESTIVAL 2022

Event Location: TOWN SQUARE - 50 S. MAIN ST. ST. GEORGE

Type of Event: FESTIVAL

Date of Event: 09-17-2022 Hours of Event: 1500 - 2200

Number of Expected Attendance: 1,000 Occupancy Load:

Name of Applicant: MICAH BARRICK

Address: 29E 200 S St. George UT 84770

Day Phone: Cell/Other: 435-313-2033

E-mail: micah.barrick@gmail.com

- Security Personnel 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.

Please check applicable Security:

The following will allow for the calculation of security required. The calculations will change depending on the type of event.

- | | | |
|--|-------------------------|-----------------|
| <input type="checkbox"/> Police Officers (\$55/hr) | 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 On-site Security Director: MICAH BARRICK Cell Number: 435 313 2033

E-mail: micah.barrick@gmail.com

Comments:

FULL SECURITY PERSONNEL LIST WILL BE FINALIZED AND SUBMITTED TO THE CITY ~~TWO~~ 45 DAYS PRIOR TO FESTIVAL.

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.

SECURITY PLAN INFORMATION

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

First	Last	Age	Cell Phone Number

2. Please indicate the number of security personnel that will be roaming on the premises of the event: 12.

3. Please provide a detailed Security Plan:

Two Security Personnel Stationed at each corner of the
park. FOUR SECURITY Personnel ROAMING FESTIVAL MONITORING
CROWD ACTIVITY.

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

Security Volunteers 2022 Festival			
Arenia	Esce	30	801302410
Michael	Osborne	59	426888866
Karen	Johnson	71	425192289
Alexis	Johnson	31	435134187
Nicholas	Poligian	33	435134187
Sean	Shenan	27	802814584
Alexander	Sells	21	801911641
Margie	Grice	36	435296831
Sara	Adams	40	435296831
Victoria	Le La Chev	50	435703517
Diana	Ramirez	41	435748441
Adley	Tier	29	435820151

