



The Gallivan Center Plaza

A Non - Smoking Facility

Policies & Procedures

- Please note that not all of the Policies and Procedures will apply to all events, such as private parties and weddings. You will not need Permits, Insurance, etc for private events unless they are more than 500 people.

Defined Terms:

- “Application” means the Application for Use form which must be completed by the proposed Renter and approved by the Rental Manager in order to obtain a Permit to conduct an Event on the Gallivan Center Plaza.
- “City” means Salt Lake City Corporation.
- “Damage Deposit” is defined below.
- “Event” is an approved activity on all or part of the Gallivan Center Plaza.
- “Gallivan Center Plaza Division Manager” is an employee of the Gallivan Center who is responsible for the supervision and management of the Gallivan Center Plaza. The office of the Gallivan Center Plaza Manager is located at 239 South Main Street, Salt Lake City, Utah.
- “Gallivan Center Plaza” means the John W. Gallivan Utah Center plaza and adjacent common areas on the block bounded by 200 South Street, State Street, 300 South Street and Main Street in downtown Salt Lake City, as shown on the map attached to these Policies and Procedures.
- “Gallivan Center” means the entity that has been delegated authority to manage, maintain and program the Gallivan Center Plaza.
- “GUCOA” means the Gallivan Utah Center Owner’s Association. GUCOA is an association of the fee owners of the Gallivan Center Plaza. GUCOA has contracted with the Gallivan Center for the maintenance of the Gallivan Center Plaza.
- “Permit” means a written approval given by the Gallivan Center to conduct an Event on all or part of the Gallivan Center Plaza. The Permit constitutes a contract between the Gallivan Center and the Renter with regard to the terms and conditions applicable to the Renter’s use of the Gallivan Center Plaza. The Permit shall be deemed to incorporate the Policies and Procedures set forth herein.
- “Policies and Procedures” means the Gallivan Center policies and procedures contained herein.
- “RDA” means the Redevelopment Agency of Salt Lake City. RDA is the owner of a portion of the Gallivan Center Plaza. RDA has contracted with the Salt Lake City Corporation / Public Services for the programming of the Gallivan Center Plaza.

- “Rental Deposit” is defined below.
- “Rental Manager” is an employee of the Gallivan Center who is responsible for the rental of the Gallivan Center Plaza. The office of the Rental Manager is located at 239 South Main Street, Salt Lake City, Utah.
- “Renter” is the person or organization that has received a Permit to use all or part of the Gallivan Center Plaza.
- “Renter’s Key Contact” is the person designated by the Renter to be responsible for all communications with the Gallivan Center. Among other things, Renter’s Key Contact shall be responsible for ensuring that the terms and conditions of the Permit are fulfilled. Renter’s Key Contact shall be present at the Event at all times unless Renter’s Key Contact specifically designates an alternate representative.
- “Total Rental Fee” is defined below.

Application process for use of the Gallivan Center Plaza

- An Application must be obtained from, completed and submitted to the Rental Manager.
- The Application must be approved by the Gallivan Center. If the Application is approved and all conditions to the issuance of the Permit have been performed, a Permit will be issued to the Renter. An application can be denied for any reason.
- If the permit is not signed and the deposit made within 48 hours of receiving the permit, the event will be cancelled. The date for an event is not considered “booked” until the deposit and signed permit is received. The Gallivan Center operates on a first come, first serve, first pay, basis.
- Any event booked within 30 days of scheduled event, payment must be made with credit card or cashier’s check only.
- For an application to be approved all outstanding payments from previous events must be paid in full by credit card or cashiers check.
- Applications can be denied for not following policies and procedures from past events or for damages not paid for.
- All Renters must comply with these Policies and Procedures, as modified from time to time, and such additional terms and conditions that may be contained in the Permit.

Permits

- In addition to the Permit (as defined above), the Renter must obtain and possess all other permits and licenses required for its Event. The Renter must allow adequate lead time to obtain such permits and licenses.
- Copies of all relevant permits and licenses must be delivered to the Rental Manager at least thirty (30) days prior to the Event. The Renter will be charged a \$100 administrative fee for any permits and/or licenses not delivered thirty (30) days prior to the Event.
- All permits and licenses (including the Permit) must be in the possession of Renter’s Key Contact during the Event and must be available upon request by staff of the Gallivan Center.
- The Renter must review the following list and decide which permits and licenses are required (among others) for its Event:
 1. If renting Gallivan Avenue client can download “Renting Gallivan Avenue” procedures form from the Gallivan Center website, www.thegallivancenter.com

2. Mass Gathering Permit, (for 500 or more attendees)
County Health Department 313-6620
788 East Woodoak Lane, 5380 South, Room130, Murray, UT 84107
3. Temporary Beer Permit or Liquor and Wine Permit
Department of Alcoholic Beverage Control (DABC) 977-6800
1625 South 900 West, SLC, UT 84104
4. Temporary Food Handlers' Permit
Salt Lake County Bureau of Food Protection 313-6620;
788 East Woodoak Lane, 5380 South, Murray, UT 84107
5. Alcohol Sales Permit – Beer
Salt Lake City Business Licensing Department, 535-6644
451 South State Street, Room 225, SLC, UT 84111
6. Food and Beverage Permit
Salt Lake City Business Licensing Department, 535-6644
451 South State Street, Room 225, SLC UT 84111
7. Business Permit for Vendor Booths
Salt Lake City's Business Licensing Department, 535-6644
451 South State Street, Room 225, SLC UT 84111
8. Vendor's Temporary Sales Tax License
Utah State Tax Commission, Robin King, 297-6303
210 North 1950 West, SLC, Utah 84134
9. Fireworks, fire dancers, and tent permits, etc.
Salt Lake City Fire Department, 799-4150,
305 East 200 South, SLC UT 84111
10. Any questionable activities with regard to safety, etc. is the responsibility of our client to find out if a permit or permission is required.

Rates

- Rental rates for an Event are for a six (6) hour consecutive period of use. Exception: ice rink rentals are a two hour period. Ice rink rentals must adhere to the rules posted in the skate rental building and coincide with regular session times.
- Rental rates are specified as either:
 - Private/Commercial
 - Non-Profit with 501 (c)-(3) designation
 - Non-Profit with commercial involvement (501 C-3 with tickets sales, admission charges, food, drink or product sales).
- Charges for supervision and maintenance by Gallivan Center staff will be charged at an hourly rate. For large public events the Maintenance Manager will determine the number of maintenance staff depending on number of participants, equipment rented, food and beer vendors, etc.
- The Gallivan Center reserves the right to adjust the rental rates at any time.

Reserving the Gallivan Center Plaza

In order to confirm a reservation for the Gallivan Center Plaza the proposed Renter must deliver a rental deposit ("Rental Deposit") to the Rental Manager at the time the Permit For Use is signed by Renter. The event date is not confirmed until deposit and permit have been

signed and received. The Rental Deposit shall be equal to one-half of the total cost payable to the Gallivan Center for the Event (hereafter “Total Rental Fee”). Among other things, the Total Rental Fee includes the rental fee for the Gallivan Center Plaza, the rental fee for furniture and equipment (\$300 minimum if numbers of equipment is not known at the time of application), and the fee for Gallivan Center staff and security personnel.

Damage Deposit

- A \$500 damage deposit (“Damage Deposit”) is required for an Event requiring a mass gathering permit (500 or more attendees) or any event that is open to the public. Renter is financially responsible for any damages incurred by Renter, its agents, vendors, employees, licensees, permittees, contractors, subcontractors and invitees.
- The Damage Deposit, minus any necessary deductions for damaged property, clean-up and other work necessitated by Renter’s failure to perform such work, overtime fees for Gallivan staff and other costs resulting from modifications to the Permit or Renter’s failure to comply with the Permit, will be returned to the Renter within forty-five (45) days after the Event. If part or all of the Damage Deposit is withheld, the Gallivan Center will deliver to the Renter a written explanation of the amounts withheld, within forty-five (45) days after the Event. The amount withheld is at the discretion of the Gallivan Center staff.

Payment

- All charges, including the Damage Deposit and the Total Rental Fee must be paid in full ninety (90) days before the Event.
- The Gallivan Center reserves the right to cancel the Permit if the Damage Deposit and the Total Rental Fee is not paid when due. There will be no refunds of any money paid if the event is cancelled because of payment not received when due. **If** the Gallivan Center chooses not to cancel the event and decides to take full payment within ninety (90) days of the event there will be a \$200 late fee and the payment must be made with a cashier’s check or credit card due upon notice of decision to not cancel event.
- No personal checks will be accepted for payment.
- All equipment must be ordered before 30 days from event date. For each change or for additional equipment, there will be a \$25 administrative fee.
- For equipment ordered the day of the event there will be a \$72 set up fee plus the cost of the equipment.
- For day of event changes for placement of equipment there will be a \$72 charge based on the discretion of the rental event supervisor.

Cancellation Policy

- The Gallivan Center will **not** refund the Rental Deposit if the renter cancels the event or if the event is cancelled by the Gallivan Center due to breach of contract by the renter.
- No refund on any payments
- Changing a date for the Event is treated as a cancellation.
- An event can be cancelled by the Gallivan Center at any time, for any reason.
- If an event is cancelled it needs to be in writing at time of cancellation or full payment will be pursued.

- In case of inclement weather (determined in the sole discretion of the Gallivan Center staff) on the day of Event:
 - The Gallivan Center will refund one-half of the Total Rental Fee if the Event is cancelled prior to the scheduled set up time.
 - No refunds will be made if the Event is cancelled after the set up time of the Event.

Caterers, Music, Entertainment & Photography

Renter may select the caterer, musicians, DJ, and photographer of its choice for its Event.

Flowers, Decorations & Equipment

- The Gallivan Center reserves the right to approve the location and manner of displaying decorations. Without limitation, the Gallivan Center may require the removal of any decorations that do not conform to the following guidelines: If the Renter fails to remove any such decorations, the Gallivan Center may remove such decorations and charge Renter for the costs of such removal.
 - The exhibits, furniture, equipment, personal property, physical improvements, landscaping, planters located on the Gallivan Center Plaza may not be moved, rearranged or otherwise disturbed. Additionally, no decorations or lights may be placed on the plants, trees, or shrubs or in or on their containers.
 - Renter may install decorations only in the area rented and in the area(s) approved by the Gallivan Center.
 - No signs, banners or displays may be affixed to any structure or tree at the Gallivan Center Plaza other than as pre-approved by the Gallivan Center. No tape or other fasteners may be placed on any furniture, fixtures or improvements.
 - Displays must be soundly constructed to protect persons and property from damage and protected from the elements and vandalism and comply in all respects with all federal, state and City statutes, regulations, and ordinances
 - Displays must not obstruct or impede access to and through entrances, exits or passageways. The placement of displays shall be subject to prior approval by Gallivan Center.
 - The Gallivan Center will provide at no charge a green sport court type flooring for clients who rent the amphitheater to use for dancing, etc. (amphitheater only)

Banners

- Gallivan Center, corporate, private and non-profit sponsor banners are permitted according to express written agreement with the Gallivan Center. Hanging of banners will be under Gallivan Center discretion and in locations approved by the Gallivan Center. Gallivan Staff will hang banners for renter if banners are brought to the Gallivan Center before noon the day before the event. The Gallivan Center will not guarantee banners delivered event day will be hung. No banners will be hung once the event begins.

- **Vendors**

- Independent Cart Vendors must obtain a license or permit from the City's Business Licensing Department. Special Event vendors must possess all necessary business permits and operate in conjunction with the Special Event/program.
- All vendors must complete a Vendor Application form available from the Gallivan Center office. It is the Renter's responsibility to return all Vendor Application forms at least thirty (30) days prior to Event. (Please see vendor agreement form and vendor rules and guidelines). The Gallivan Center has the right to prohibit a vendor from participating in the renter's event due to previous infractions of vendor policies and procedures or renters policies and procedures.

Before the Event

- Evidence of Event liability insurance coverage as required by the Gallivan Center must be delivered to the Rental Manager thirty (30) days prior to the Event, if a mass gathering permit (500 + attendees) is required or if the event is open to the public with any amount of attendees.
- Each vendor must be provided with a copy of its Vendor Agreement form.
- All Vendor Agreement forms must be delivered to the Rental Manager 30 days prior to Event.
- A map of equipment rented from the Gallivan Center for set up must be submitted at least 30 days prior to the date of event or client will be responsible for setting up the rented equipment.
- Renter must confirm items (such as sound system, chairs, podium, and tables) that will be rented from the Gallivan Center thirty (30) days prior to the Event. The Rental Balance will be adjusted and paid if there is a material change in the rented items.
- Contact the Rental Manager at least thirty (30) days prior to Event to review map and location of the equipment set up and to finalize Event details.
- An Event Fact Sheet (for public events) containing detailed information regarding the Event must be provided to the Rental Manager at least thirty (30) days prior to Event.
- No property may be delivered to the Gallivan Center Plaza prior to Renter's scheduled set-up time.
- Vehicles are not allowed on the Gallivan Center Plaza. Equipment, supplies and decorations must be walked-in, carted-in or carried onto the Gallivan Center Plaza.
- A representative of the Renter must be present for deliveries or pickups (i.e. equipment rented from offsite vendors). The Gallivan Center will not provide any services or accept any responsibility for receiving deliveries or removing property for the Renter.
- Handling and set-up of Gallivan Center equipment is the sole responsibility of the Gallivan Center staff.
- Renter should contact AMPCO System Parking (359-2148) regarding the parking facility underneath the Gallivan Plaza for information on parking for the Event. Metered parking is available on Gallivan Avenue (free after 6 p.m. and on weekends), and free parking on 300 South Street, between Main Street and West Temple any time.

During the Event

- Children must be properly supervised by an adult at all times.
- No fireworks, fires or charcoal or gas barbecues of any kind are allowed on the Gallivan Center Plaza without the prior written consent of the Gallivan Center.

- No pets or animals of any kind are allowed without prior written consent of the Gallivan Center; provided, working animals, such as seeing eye, hearing and service dogs will be allowed where appropriate.
- Renter, its agents, vendors, employees, licensees, permittees, contractors, subcontractors and invitees shall comply with all applicable laws, which includes all liquor laws, as required by the UDABC, ordinances and statutes, regulations, permits and licenses, and shall comply with the directives of the City Police, Fire Forces and the Gallivan Center.
- The web site address for UDABC is <http://www.alcbev.state.ut.us/index.html>.
- Any security requirements for the Event must be staffed by the City's contracted security company.
- Amplified sound for the Event must be limited to the following:
 - Monday through Friday, 12:00 p.m. – 1:00 p.m. and/or 5:00 p.m. – 10:00 p.m.
 - Saturday and Sunday, 12:00 p.m. – 10:00 p.m.
 - Amplified sound must not exceed 55 decibels at property line according to Salt Lake County Health Department regulations. The Gallivan Center may terminate an Event if the sound restriction is violated.
- No merchandise or food may be displayed or sold at the Gallivan Center Plaza without prior written consent of the Gallivan Center.

After the Event

- No property may be stored at the Gallivan Center Plaza after the Event.
- The Gallivan Center will not be responsible for any items left behind or lost or stolen at the Gallivan Center Plaza.
- Renter shall clean up the Gallivan Center Plaza immediately after the Event, and restore the Gallivan Center Plaza to its condition prior to the Event. The Gallivan Center Plaza must be cleared of all evidence of the Event, including, trash, litter, chairs and equipment not belonging to the Gallivan Center.

Additional Costs and Damage Fees Payable by Renter

- The Gallivan Center staff will inspect the site of the Event after clean up. If the Gallivan Center Plaza is not left clean and undamaged, the Renter will pay all costs of clean up and repair.
- If delay from clean up prohibits the use of the Gallivan Center Plaza by other Renters Renter shall pay the Gallivan Center an additional charge as determined by the Gallivan Center to compensate for lost income and expenses.
- If any evidence of the Event remains after Event, the Renter will be charged \$500 per day until clean up is completed.
- Renter shall reimburse the Gallivan Center for any costs it incurs to perform clean up and repair work that is not performed, as required, by Renter.
- Renter shall reimburse the Gallivan Center for all legal fees and costs incurred to enforce these Policies and Procedures and any additional terms and conditions contained in the Permit.

Miscellaneous

- First priority in scheduling Events will be given to Gallivan Center-sponsored Events. Thereafter, priorities will be established on a first come, first served basis.
- Use of the Gallivan Center Plaza must not place the Gallivan Center Plaza, participants or spectators above an acceptable level of risk or harm, damage, or injury as determined by the Gallivan Center staff.
- The Renter is responsible for the activities and conduct of its agents, vendors, employees, licensees, permittees, contractors, subcontractors, and invitees, as well as participants and guests of the Event. Renter shall take all appropriate action to make certain that all persons attending or involved with the Event conduct themselves in a lawful and orderly fashion, respectful of the rights of others.
- Mistreatment of persons or property or violation of these Policies and Procedures, the terms and conditions of the Permit and Gallivan Center regulations and policies, may constitute justification for denial of future requests to use the Gallivan Center Plaza by the Renter.
- The Gallivan Center is committed to policies of equal opportunity, affirmative action and nondiscrimination. The Gallivan Center seeks to provide equal access to its programs, services and activities for people of all abilities. Reasonable prior notice is needed to arrange accommodations. The Gallivan Center will neither grant nor deny permission to use its facilities for any reason that is in violation of constitutional standards or discriminates on the basis of race, color, ethnic origin, sex, sexual preference, religion, ability, age, political belief or other impermissible basis.
- All , agents, vendors, employees, licensees, permittees, contractors, subcontractors, and invitees of Renter are bound by these Policies and Procedures and the terms of the Permit and any other permits and licenses applicable to the Event.
- Any event that is opened to the public with any amount of attendees will be required to have security, EMT's and provide a damage deposit check of \$500, (see page 4).

Indemnification

- The Renter shall hold harmless, defend and indemnify the Gallivan Center, GUCOA, RDA, the City and their members, officers, directors, employees and agents (collectively, "Covered Parties") from and against any and all claims, losses, causes of action, judgments, damages and expenses, including, but not limited to attorney's fees, because of bodily injury, sickness, disease or death or injury to or destruction of property or any other injury or damage resulting from or arising out of (a) performance or breach of the these Policies and Procedures and the terms and conditions of the Permit by Renter, (b) Renter's use of Gallivan Center Plaza or property adjacent thereto or (c) any act, error, or omission on the part of the Renter, except where such claims, losses causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the Covered Parties.

Insurance

- If a Mass Gathering Permit (500+ attendees) is required for Event, for any public event with any number of attendees, or for any commercial filming, Renter must show proof of insurance thirty (30) days in advance, naming the sponsoring organization and GUCOA, RDA, and Salt Lake City Corporation for the following coverages:
 - Commercial liability insurance in the amount of \$1,000,000 per occurrence

- If liquor is served, the commercial liability policy should be endorsed to include liquor legal liability coverage.
- Property damage coverage either as a separate policy or as an endorsement to the commercial liability policy in the amount of \$500,000.

Gallivan Center Appeals Committee

- Anyone objecting to the denial of a reservation request, the assessment of fees, or the out-of-pocket expenses may appeal the denial or assessment to the Gallivan Center Appeals Committee. The appeal must be in writing. The appeal shall be expedited as reasonably required. The Gallivan Center Appeals Committee is comprised of the Gallivan Center Plaza Division Manager, Gallivan Center Plaza Maintenance Supervisor, RDA Project Manager for the Gallivan Center Plaza, a representative of GUCOA, and the City's Deputy Director of Public Services.
- By signing the policies and procedures outline and/or by signing the 'permit for use', the undersigned acknowledges and agrees that it has read and shall be bound by and comply with the Policies and Procedures set forth above. The undersigned represents that it has legal authority to sign on behalf of and bind the party for whom he or she signs.