



The Gallivan Center Plaza **A Non - Smoking Facility** **Policies & Procedures**

These stipulations govern all events with The Gallivan Center and are non-negotiable. Please note that the Policies and Procedures will apply to all large events (as designated by Gallivan Staff), and that certain stipulations may not apply for small events, such as private parties and weddings.

Outline

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By signing the Policies and Procedures and/or by signing the 'Permit for Use', the undersigned acknowledges and agrees that they have read and shall be bound by and comply with the Policies and Procedures set forth below. The undersigned represents that they have the legal authority to sign on behalf of, and bind the party for, whom they sign.

Renter Representative Signature

Date

Gallivan Representative Signature

Date

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 the Salt Lake City Corporation.
- “Damage Deposit” is a \$500.00 deposit payment at the discretion of the Gallivan Center.
- “Event” is an approved activity on all or part of the Gallivan Center Plaza.
- “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” is 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 half the known amount of the contract, if within 90 days, the deposit is the entire known amount of the contract.
- “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 in the stage building, 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. Please note that the Gallivan Center's Hours of Operation are from 8am-10pm MST and an event cannot be booked within 30 days.
- 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 (i.e. caterer approval), a Permit will be issued to the Renter. An Application may be denied for any reason.
- The permit must be signed, and the deposit payment made within 2 business days of receiving the permit, or the event will be canceled. The date for an event is not considered "booked" and cannot be held until both the deposit is paid, and a signed permit is received. The Gallivan Center operates on a first come, first serve basis.
- For an application to be approved, all outstanding payments from previous events must be paid in full by debit or credit card. 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. These may be modified from time to time, and have additional terms and conditions that may be contained in the Permit.
- The Gallivan Center cannot sign any forms from clients.

Permits

- In addition to the Permit (as defined above), the Renter must obtain and possess all other applicable permits and licenses required for their 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 30 days before the Event. The Renter will be charged a \$100 administrative fee for any permits and/or licenses not delivered before 30 days.
- 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 the staff of the Gallivan Center.
- The following is not an exhaustive list, the Renter must review and obtain the following applicable permits and licenses:

1. Salt Lake City Fire Department
801-799-3473, press 1 (Fire Marshall's Office)
2. Temporary Beer Permit or Liquor and Wine Permit
Department of Alcoholic Beverage Control (DABC) 801-977-6800
1625 South 900 West, SLC, UT 84104
3. Temporary Food Handlers' Permit
Salt Lake County Bureau of Food Protection 385-468-4225
788 East Wood oak Lane, 5380 South, Murray, UT 84107
4. Alcohol Sales Permit – Beer
Salt Lake City Business Licensing Department, 801-535-6644
451 South State Street, Room 225, SLC, UT 84111
5. Food and Beverage Permit
Salt Lake City Business Licensing Department, 801-535-6644
451 South State Street, Room 225, SLC UT 84111
6. The Food Truck League for **any and all** food trucks
801-503-9830 or grub@thefoodtruckleague.com
7. Vendor's Temporary Sales Tax License

Utah State Tax Commission, 801-297-6303, specialevent@utah.gov
210 North 1950 West, SLC, Utah 84134

8. Fireworks, fire dancers, and tent permits, food vendor/caterer application and fire-retardant tents, etc.

SLC Fire Department, 801-799-4114, www.slcgov.com, citizen access portal
305 East 200 South, SLC UT 84111

9. CBI Security for bonded, certified security and/or EMTs for any public event or for private events as deemed necessary by Gallivan Staff.

801-363-2604

10. Kane Security for bonded, certified security and/or EMTs for any public event or for private events as deemed necessary by Gallivan Staff.

Shawn or Jodie Kane, 801-549-6159, shawn@kaneconsultinginc.com

11. First Aid in General EMTs licensed and certified for any public event or for private events as deemed necessary by Gallivan Staff.

Chris Stratford, 801-556-9202, cstratfo@gmail.com

12. ABM Parking for parking validations, group rates, and any other information.
801-364-7275.

13. Taylor Audio for sound and stage lighting.

Austin Meeks, 801-520-1699 or Austin@tayloraudioslc.com

14. Waste Management David Johnston David.johnson@slcgov.com or 801-535-6904.
wastemanagementplan@slcgov.com

15. High Class Maintenance Outside sourcing for event clean-up.

Ed Maldonado 801-513-6548 highclassmain@gmail.com
8680 West Mesquite Cir., Magna, Utah 84044,

Rates

- Rental rates for an Event are for a six (6) hour consecutive period of use.
- Rental rates are specified as either:
 - Private/Commercial
 - Non-Profit with 501 (c)-(3) designation (501c3 Form must be filled out)
- Charges for supervision and maintenance by the Gallivan Center will be charged at an hourly rate. The Gallivan Center will determine the number of maintenance staff depending on the 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 signed copy of the Permit, along with the Rental Deposit (“Rental Deposit”) to the Rental Manager. The event date is not confirmed until the 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”). If the event occurs within ninety (90) days, the Total Rental Fee is the total cost. 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 are not known at the time of application), and the fee for Gallivan Center and security personnel.
- The Gallivan Center is open to the public Monday-Friday from 8am-5pm. Fencing may be set up; however, the plaza must remain open and available to the public until 5pm. Events utilizing only Gallivan Hall or single private sections are not subject to this.
- Lobby areas (Stage and Gallivan Hall) cannot be used for food prep, greenrooms, back of house, etc. These spaces must remain open and accessible for staff and maintenance, as well as for emergencies.
- An additional \$500.00 is added for concerts and events utilizing the Front Amphitheater for the Stage Lights and Hoist (which have an 800lbs capacity) unless otherwise specifically excluded.

Damage Deposit/ Clients

- Renter is financially responsible for any messes or damages incurred by Renter, its agents, vendors/caterers, employees, licensees, permittees, contractors, subcontractors, and invitees through the required certificate of insurance (see **Insurance**).
- All damages after the event will be assessed and pursued through cost recovery. The Renter is responsible for all damages, this includes loading/unloading. Utilize ramps, concrete stairs, and elevators provided to avoid damages. (I.E. Chips in the Gallivan Hall stairwell are \$300 ea.)
- 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 45 days after the Event. If part or all the Damage Deposit is withheld, the Gallivan Center will deliver to the Renter a written explanation of the amounts withheld, within 45 days after the Event. The amount withheld is at the discretion of the Gallivan Center.

Payment

- Payments to the Gallivan Center must be made with a debit or credit card. Credit card usage is subject to a surcharge. No personal checks are accepted.
- The Total Rental Fee, all charges, and the Damage Deposit (if required) must be paid in full 90 days before the Event.
- The Gallivan Center reserves the right to cancel the Permit if the Total Rental Fee 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 canceled because of payment not received when due. **If** the Gallivan Center chooses not to cancel the event and decides to take full payment within 90 days of the event there will be a \$200 late fee and the payment must be made with a credit or debit card.
- All equipment must be ordered at least 30 days before the event date. For each change, additional equipment, time changes, areas rented, etc. there will be a \$25 administrative fee, and no changes can be made 14 days before the event except for cancellations.
- For equipment ordered the day of the event or changes made to the placement of equipment, there will be a \$100 facility fee, along with the cost of the equipment (for additional items) based on the discretion of the Gallivan Center.

Cancellation Policy

- The Gallivan Center will **not** refund the Rental Deposit if the renter cancels the event, the event is canceled by the Gallivan Center due to a breach of contract by the renter, or for inclement weather. Events are rain or shine.
- There are no refunds on any payments.
- Changing a date for the Event is considered a cancellation and requires a new Application.
- An event can be canceled by the Gallivan Center at any time, for any reason.
- If an event is canceled, notification to the Gallivan Center in writing must be made at the time of cancellation or full payment will still be pursued.

Music, Entertainment & Photography

- Renter may select any musicians, DJ, and photographer of their choice for their Event. If renting the plaza, the Renter must take into consideration the open and public nature of the venue when selecting their entertainment.
- Musicians and DJ's must bring in their own equipment or have the equipment brought in from an outside source (Taylor Audio, Pratt Sound) by the renter.

Decorations, Flowers, & Equipment

- The Gallivan Center reserves the right to approve the location and manner of displaying decorations, and without limitation, may require the removal of any decorations that do not conform to the following sections. If the Renter fails to remove any such decorations, the Gallivan Center may remove such decorations and charge the Renter for the costs of removal.
- The exhibits, furniture, equipment, Plaza property, physical improvements, landscaping, planters, rails, garbage cans, or other Plaza property located on the Gallivan Center Plaza may not be moved, rearranged, used as an anchor or otherwise disturbed. Additionally, no decorations or lights may be placed on or in the plants, trees, shrubs or their containers.
- Renter may install decorations, flowers, and Equipment only in the area(s) rented and approved by the Gallivan Center.
- 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.
- All cords and cables must be hidden, covered, or secured with tape.
- No tape or other fasteners may be placed on any furniture, fixtures or improvements. Tapes used on the Plaza to secure cables, signs, etc. must be non-marking (Gaffers, Painters).
- All decorations in Gallivan Hall must be free-standing decorations. Hanging decorations from the ceiling, track lighting, or windows are **not** allowed.
- No glass bottles or containers allowed.
- No golf carts are allowed.
- Canopies must be anchored with sandbags or water barrels with a minimum of 100 lbs. Any cement weights that are used on the plaza must have protection underneath the weight to prevent any damages, and no cement weights are allowed on the East Plaza (Ice Rink).
- **No Tents/Canopies, stakes, flames or fire dancers are allowed on ANY grass area.**
- No confetti or fog machines are allowed.
- No candles or fryers of any kind are allowed in Gallivan Hall

Banners

- Gallivan Center, corporate, private and non-profit sponsor banners are permitted according to express written agreement from the Gallivan Center. Hanging of banners are the Renter's responsibility, and will be under the Gallivan Center's discretion and approval.

Vendors/Caterers

- All vendors/caterers are the responsibility of the renter. Any vendors/caterers who do not abide by the Policies and Procedures are subject to expulsion and a minimum of \$200.00 fine.
- The name of the catering company must be listed on the application at the time the application is submitted. If the caterer is not known at the time of the application submission, the name of the catering company must be approved by the Gallivan Center. This also applies to any catering company change.
- Independent Cart Vendors/Caterers must obtain a license or permit from the City's Business Licensing Department. Special Event vendors/caterers must possess all necessary business permits and operate in conjunction with the Special Event/program.
- All vendors/caterers must complete a Vendor/Caterer Application and be approved by the Gallivan Center. It is the Renter's responsibility to return all Vendor/Caterer Application forms at least 30 days before their Event. The Gallivan Center has the right to prohibit a vendor/caterer from participating in the renter's event due to previous infractions of Vendor/Caterer Rules and Guidelines or the Policies and Procedures.
- A list of all the food trucks will need to be given to the Fire Department before the event to ensure current inspections. For any questions, please contact Nicole at nicole.carrell@slcgov.com.
- All food trucks must have a Salt Lake City business license and be inspected by the Fire Department. Food trucks must have 10' - 15' between trucks, may not place their generators on the ground, and must abide by the Salt Lake City Fire Food Truck Standard.

Before the Event

90 Days Before

- The Total Rental Fee must be paid 90 days before the event.

30 Days Before

- Contact the Rental Manager at least 30 days before the Event to review the map and location of the equipment set up and to finalize Event details.
- The Gallivan Center requires a **complete site map of the full event**, sent in for approval 30 days before your event and updates sent up to day of. This map must include and indicate any food trucks, beer trailers, First Aid station, tents, Gallivan Equipment, outside equipment, etc. with a Detailed Run Sheet provided at least 7 days before the event.
- Evidence of Event liability insurance coverage as required by the Gallivan Center must be delivered to the Rental Manager 30 days before the Event if the event is public, requires a mass gathering permit as designated by Gallivan Staff.
- Each vendor/caterer must be provided with a copy of the Vendor/Caterer Rules and Guidelines, and Vendor/Caterer Application which needs to be filled out and delivered to the Rental Manager 30 days before the Event.
- Renter must confirm items (such as sound system, chairs, podium, and tables) that will be rented from the Gallivan Center 30 days before the Event. The Rental Balance will be adjusted and paid if there is a material change in the rented items.

Within 30 Days

- No changes can be made within 14 days before the event, except cancellations.
- An Event Production Plan (for public events, or large events designated by the Gallivan Center) containing detailed information regarding the Event must be provided to the Rental Manager before the Event.
- For public events, or large events (as designated by the Gallivan Center), a Waste Management Plan must be submitted. The Renter is responsible for ordering enough trash receptacles, placing them throughout the rented area, and placing the receptacles along the curb at the conclusion of the event. See Permits and Licensing for SLC Waste Management contact information. 90-gallon containers may be delivered on the day of the event.
- If the Renter is renting AV equipment such as the projector, etc. from the Gallivan Center, the Renter must bring over their own laptop, adapters, etc. and schedule a test run with the Maintenance Department to ensure the Renter's equipment is compatible with the Gallivan's equipment. Please call the main number at 801-535-6110 to make an appointment.
- No property may be delivered to the Gallivan Center Plaza before the Renter's Contracted Set-up Time, and a representative of the Renter must be present for deliveries or pickups (i.e. equipment rented from offsite vendors/caterers). The Gallivan Center will not provide any services or accept any responsibility for receiving deliveries or removing property for the Renter.
- Personal vehicles are not allowed on the Gallivan Center Plaza. Equipment, supplies, and decorations must be walked, or carted onto the Gallivan Center Plaza.
- The Renter should contact ABM Parking Services (801-364-7275) regarding the parking facility underneath the Gallivan Plaza for information on parking for the Event. Metered parking is available on Gallivan Avenue (free after 8 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, heat lamps, fires, 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, service animals will be allowed where appropriate.
- Public access to the Plaza and offices must be maintained Monday-Friday, 8am-5pm.
- Renter, its agents, vendors/caterers, employees, licensees, permittees, contractors, subcontractors and invitees shall comply with all applicable laws, which includes all liquor laws, as required by the UDABC (<http://www.alcbev.state.ut.us/index.html>), ordinances and statutes, regulations, permits and licenses, and shall comply with the directives of the City Police, Fire Forces and the Gallivan Center.
- Any security requirements for the Event must be staffed by a bonded and certified security company or 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 5:00 p.m. – 10:00 p.m.
 - Saturday and Sunday, 12:00 p.m. – 10:00 p.m.

- Amplified sound must not exceed 50 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 the prior written consent of the Gallivan Center.
- If the Renter or any of the Renter's constituents use an area of the plaza that are not apart of the contract, the Renter will be charged a \$100 facility fee along with the cost of the space.
- Handling and set-up of Gallivan Center equipment is the sole responsibility of the Gallivan Center. If any equipment changes are needed, please contact the onsite supervisor.

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, 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 before 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.
- Garbage cans delivered as part of a waste management plan must be placed 3' apart along 200s by the Renter for pickup.

Additional Costs and Damage Fees Payable by Renter

- The Gallivan Center will maintain and inspect the site before the Event, and after tearing down and cleaning. If the Gallivan Center Plaza is not restored to its condition before the event, or if there are any damages, the Renter will reimburse the Gallivan Center for any costs incurred to perform any cleaning not performed, as required, by the Renter and the repair work.
- If any delays from cleaning or repairs from the Event prohibits the use of the Gallivan Center Plaza by other Renters, the 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 the Event, the Renter will be charged \$500 per day until cleanup is completed.
- 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

- Priority in scheduling Events will be given to Gallivan Center sponsored Events, after which, scheduling 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, harm, damage, or injury as determined by the Gallivan Center.
- Any event that is opened to the public, or a large event as designated by the Gallivan Center must have security, emergency medical technician (EMT), perimeter fencing, insurance, and may be required to provide a damage deposit check of \$500 (see Damage Deposits).
- The Renter is responsible for the activities and conduct of its agents, vendors/caterers, 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.
- All agents, vendors/caterers, 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.
- 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 such 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.

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

- For any public or large event (as deemed by Gallivan staff), or for any commercial filming, Renter must show proof of insurance 30 days before, 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 must 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 to the Gallivan Center Appeals Committee. The appeal must be in writing and shall be expedited as reasonably required.
- The Gallivan Center Appeals Committee is comprised of the Gallivan Center Plaza Division Manager, Gallivan Center Plaza Operations Manager, the RDA Project Manager for the Gallivan Center Plaza, a representative of GUCOA, and the City's Deputy Director of Public Services.